"Maji Safi Maisha Bora"
"Quality Water Healthy Livelihood"

KAKAMEGA COUNTY WATER AND SANITATION COMPANY LIMITED
P.O. BOX 1189 – 50100KAKAMEGA
TEL:056-2030355
EMAIL:kacwasco@gmail.com
WEBSITE:www.kakamegawater.co.ke

NATIONAL OPEN TENDER

FRAMEWORK CONTRACT FOR PROVISION OF SANITARY BINS AND DISPOSAL SERVICES

TENDER NO: KACWASCO/FRAME/15/2026

CLOSING DATE

FRIDAY, 25TH SEPTEMBER, 2026 AT 10:00 am

TABLE OF CONTENTS

PAGE

SECTION I INVITATION TO TENDER.....3

SECTION II INSTRUCTIONS TO TENDERERS 4
Appendix to Instructions to Tenderers 17
Evaluation Criteria 18

SECTION III GENERAL CONDITIONS OF CONTRACT 22

SECTION IV SPECIAL CONDITIONS OF CONTRACT… 28

SECTION V TERMS OF REFERENCE……29

SECTION VI SCHEDULE OF REQUIREMENTS..... 30

SECTION VII PRICE SCHEDULE 31

SECTION VIII STANDARD FORMS 32

FORM OF TENDER 33

CONFIDENTIAL BUSINESS
QUESTIONNAIRES FORMS..... 34

CONTRACT FORM.....35

NOTIFICATION OF AWARD 36

FORM RB 1…..... 37

Declaration Form 38

SECTION I INVITATION TO TENDER

DATE _____

TENDER REF NO: KACWASCO/FRAME/15/2026

TENDER NAME: FRAMEWORK CONTRACT FOR PROVISION OF SANITARY BINS AND DISPOSAL SERVICES

1.1 **Kakamega County Water and Sanitation Company Limited** invites bidders to submit sealed tenders from eligible Service Providers for a Three (3) Year Framework Contract for Provision of Sanitary bins and disposal services

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office of **Kakamega County Water and Sanitation Company Limited P.O. Box 1189-50100 Kakamega Kefinco House off Kakamega-Kisumu Road Behind Barclays Bank** during normal working hours.

1.3 A complete set of tender documents may be viewed and downloaded / obtained by interested tenderers for free from the website www.kakamegawater.co.ke and www.tenders.go.ke**.** Tenderers who download the tender document must forward their particulars immediately to **kacwasco@gmail.com** to facilitate any further clarification or addendum if need be**.**

1.4 Completed tender documents in hard copies are to be enclosed in plain sealed envelopes marked with tender reference and be deposited in the Tender Box Marked "Tender Box" at the Company Offices in Kakamega off Kakamega Kisumu road or be addressed to**: The Managing Director, Kakamega County Water and Sanitation Company Limited P.O Box 1189-50100 KAKAMEGA. Tel. 056-2030355 so as to be received on or before Friday 25th September 2026 at 10:00 am EAT**

1.5 This framework agreement document is for registering firms for use through mini competition/ call off as and when need be.

1.7 Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances**.**

1.8 Tenders will be opened immediately thereafter the deadline in the presence of the tenderer's representatives who choose to attend at the company Board room on **Friday 25th September 2026 at 10:00 am EAT**

For (**C.E.O, Kakamega County Water and Sanitation Company Limited** *)*

SECTION II: INSTRUCTIONS TO TENDERERS

Table of Clauses

		Page
2.1	Eligible tenderers	5
2.2	Eligible goods	5
2.3	Cost of tendering	5
2.4	Contents of Tender document	6
2.5	Clarification of documents	6
2.6	Amendment of documents	6
2.7	Language of tender	7
2.8	Documents comprising the tender	7
2.9	Tender forms	7
2.10	Tender prices	7
2.11	Tender currencies	8
2.12	Tenderers eligibility and qualifications	8
2.13	Goods' eligibility and conformity to tender document	9
2.14	Tender security	9
2.15	Validity of tenders	10
2.16	Format and signing of tenders	10
2.17	Sealing and marking of tenders	11
2.18	Deadline for submission of tender	11
2.19	Modification and withdrawal of tenders	12
2.20	Opening of tenders	12
2.21	Clarification of tenders	13
2.22	Preliminary examination	13
2.23	Conversion to single currency	13
2.24	Evaluation and comparison of tenders	14
2.25	Preference	14
2.26	Contacting the procuring entity	14
2.27	Award of contract	14
	(a) Post qualification	14
	(b) Award criteria	15
	(c) Procuring entity's right to vary quantities…	15
	(d) Procuring entity's right to accept or reject any or all tenders	15
2.28	Notification of award	15
2.29	Signing of contract	15
	Performance security	16
	Corrupt or fraudulent practices	16

SECTION II: INSTRUCTIONS TO TENDERERS

Eligible Tenderers

This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods and services by the intended completion dates specified in the Schedule of Requirements Section VI.

The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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.

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

Eligible Goods

All goods to be supplied under the contract shall have their origin in eligible source countries.

For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially- recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

The origin of goods is distinct from the nationality of the tenderer.

Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

All firms found capable of performing the contract satisfactorily in accordance with the set criteria shall be prequalified.

The Tender Document

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

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer's Authorization Form
(xiii) Confidential Business Questionnaire

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

Clarification of Documents

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

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

Amendment of Documents

At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Language of Tender

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

Documents Comprising of Tender

The tender prepared by the tenderers shall comprise the following components

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

Tender Forms

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

Tender Prices

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

Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

The validity period of the tender shall be 60 days from the date of opening of the tender.

Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

Tenderers Eligibility and Qualifications

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

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

The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

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

Goods Eligibility and Conformity to Tender Documents

Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;
(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three (3) years, following commencement of the use of the goods by the Procuring entity; and
(c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Tender Security

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

The tender security shall be in the amount of ……..

The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph2.22

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

The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30

The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
(b) in the case of a successful tenderer, if the tenderer fails:
(i) to sign the contract in accordance with paragraph 2.29 or
(ii) to furnish performance security in accordance with paragraph 2.30

Validity of Tenders

Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.13 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

Format and Signing of Tender

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

The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

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

Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Friday 25th September 2026 at 10.00 am.**

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

If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday 25th September 2026 a**t 10.00 a.m.

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

Modification and Withdrawal of Tenders

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

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.8

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

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

Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (the place specified in the invitation to tender). The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

The Procuring entity will prepare minutes of the tender opening.

Clarification of Tenders

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

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

Preliminary Examination

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

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

Prior to the detailed evaluation, pursuant to paragraph 2.24 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

Conversion to Single Currency

Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya

Evaluation and Comparison of Tenders

The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

Preference

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

Contacting the Procuring entity

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

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

Award of Contract

(a) Post-qualification

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

The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods/services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring Entity's Right to Accept or Reject any or all Tenders

The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

Notification of Award

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

The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

Signing of Contract

At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

Performance Security

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

Failure of the successful tenderer to comply with the requirements of paragraph 2.29.3 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

Corrupt or Fraudulent Practices

The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

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

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

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The eligible tenderers are firms dealing in the provision of Sanitary bins and disposal Services. The framework contract is for 3 years.
2.3.2	The tender document is free
2.10.3	The prices quoted shall be fixed for a period of **Three (3)years**
2.11.1	All Prices to be quoted in Kenya Shillings.
2.14.1	Tender security shall not be applicable.
2.15.1	Tender shall remain valid for **120 days** after the date of tender opening.
2.16.1	Only one "**ORIGINAL TENDER DOCUMENT"** will be submitted.
2.17.2(b)	The outer envelopes shall bear the tender number and address in the Invitation to Tender and the words "**DO NOT OPEN BEFORE Friday 25th September 2026 at 10:00 am**
2.18.1	Tenders to be received not later than **Friday 25th September 2026 at 10:00 am.**
2.20.1	The place of opening is as indicated in the letter of invitation to Tender.
2.30.1	No Performance security shall be required

2.27 Evaluation criteria

The received tenders will be evaluated in three stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements
2. Stage 2. Technical Evaluation
3. Stage 3: The Financial Evaluation
4. Stage 4: Conclusion/recommendations

Stage 1: Mandatory Requirements (MR)

The following Mandatory Requirements must be met notwithstanding other requirements in the document. Therefore please attach;

No	Requirements	Tenderers Response
MR 1	A copy of the company's Certificate of Incorporation	
MR 2	A copy of valid Tax Compliance certificate	
MR 3	A duly filled and stamped Confidential Business Questionnaire as provided in the Tender Document	
MR 4	A copy of valid Business Permit from the County of Origin	
MR 5	Valid National Environment Management Authority (NEMA) Certificate for Waste Management/ Provide valid evidence of authority to dispose/Waste transfer/handling certificate	
MR6	Provide brochure of each Sanitary Bin proposed as per specifications	
MR7	Duly filled and signed Form of Tender in the format provided in the tender document	

N/B

Only those bidders complying with all the above requirements will proceed to the second stage of technical evaluation. Bidders who do not qualify at this stage will **NOT** proceed to the next stage of evaluation.

Stage 2: Technical Evaluation

	Evaluation Attribute	Weighting Score	Max Score %	Tenderer's Response
T1	**Experience** Evidence of experience in similar assignments for at least 5 clients from Public Entity in the past 5 years (provide copies of LSOs /contracts/ award letters.)	• Each client - 5marks	**25**	
T2	**Establishment** Number of years in business of supplying Sanitary Bins service (Attach Evidence e.g Certificate of incorporation)	• 5 years and above -5 marks • 3 to 4 years – 3 marks • 1-2 -2 marks	**5**	
T3	**Qualifications** List three (3) members of staff with Minimum of Diploma in relevant Public health/Environmental related courses; a) List names and attach CVs and Certificates b) Clearly state the experience of each person	• a) marks for each staff (with attachment of relevant qualifications) to a maximum of 6 marks • b) Undertaking/ Commitment of one (1) management personnel (Public Health or Environment Maintenance) and technical personnel that they shall be available for the contract- 9 marks	**15**	
T4	**Facilities:** Provide a list of at least 2 suitable distribution cars/vans/lorries evidenced by ownership/lease documents	• More than two (2) distribution motor vehicles 15 marks • Others prorated	**15**	
T5	**Methodology** Provide a detailed work plan and methodology on how the bidder intends to execute and manage the contract if awarded	• a) Schedule of work- 5 marks • b) Adequacy of methodology and a waste management procedure including health and safety precautions certified by relevant agencies - 5 marks	**10**	

	Evaluation Attribute	Weighting Score	Max Score %	Tenderer's Response
T6	**Financial Stability** Must submit copies of Certified Audited Accounts, for the last Two (2)years (2018-2019,2019 &2020) Evidence of profit making in the attached 2 years certified audited reports	• Certified audited accounts- 10 marks • Evidence of profit making in the attached 2 year certified audited reports.-5 marks	**15**	
T7	**Business Ownership:** Company/Business Profile -Disclosure of Directors/Partners/Sole proprietor	• Company/Business Profile – 5 marks • Disclosure of Directors/ Partners/Sole proprietor - 5marks	**10**	
T8	Eligibility & Disclosure of litigation history	• Disclosure of litigation history -5 marks	**5**	
	Total		**100**	

N/B

1. Bidders scoring a total of **70%** and above at stage 2 will proceed to the final stage of financial evaluation and be considered for registration under a framework Agreement.

2. **Before the award of contract KACWASCO may carry out due diligence to authenticate the information given, ascertain existence of the premises and service and also confirm compliance with the specifications. Misrepresentation of information by any bidder will lead to automatic disqualification**.

3. KACWASCO shall enter into a framework contract with the Bidders who satisfy all the requirements

Stage 3: FINANCIAL EVALUATION

The financial proposals for bidder scoring a total of 70% and above in stage two will be examined for services listed in the price schedule submitted by the bidder.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

		Page
3.1	Definitions.....	23
3.2	Application.....	23
3.3	Country of Origin	23
3.4	Standards.....	23
3.5	Use of Contract documents and information.....	23
3.6	Patent Rights.....	24
3.7	Performance security	24
3.8	Inspection and Tests	24
3.9	Packing	25
3.10	Delivery and documents.....	25
3.11	Insurance.....	25
3.12	Payment.....	26
3.13	Price.....	26
3.14	Assignments	26
3.15	Sub contracts	26
3.16	Termination for default.....	26
3.17	Liquidated damages.....	27
3.18	Resolution of Disputes	27
3.19	Language and law.....	27
3.20	Force Majeure……..…27	

SECTION III - GENERAL CONDITIONS OF CONTRACT

Definitions

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

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

Application

These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

Country of Origin

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

The origin of Goods and Services is distinct from the nationality of the tenderer.

Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

Use of Contract Documents andInformation

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

The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

Patent Rights

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

Performance Security

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

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

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

Inspection and Tests

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

The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

Packing

The tenderer 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.

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

Delivery and Documents

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

Insurance

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

Payment

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
Payments shall be made promptly by the Procuring entity as specified in the contract

Prices

Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

Assignment

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

Subcontracts

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

Termination for default

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

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

Liquidated Damages

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

Resolution of Disputes

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

If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

Language and Law

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

Force Majeure

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

Special conditions of contract as relates to the GCC

Special conditions of contract with reference to the general conditions of contract.

	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (C)	The services to be supplied is a Three-year framework contract for Provision of sanitary bins and disposal services for KACWASCO
3.1 (d)	The procuring entity is Kakamega County Water and Sanitation Company Limited P.O. Box 1189-50100 Kakamega
3.7	Performance security of 5 % of the tender sum shall be required for this tender
3.10	a) Delivery of the services shall be made by the bidder at sites designated in the Agreement by KACWASCO. b) Upon delivery of the services, the bidder shall notify the Office and forward the following documents to the Office: (i) Copies of the supplier invoice showing services rendered and total amount as per Agreement
3.12	The method and conditions of payment to the bidder under this Agreement shall be as follows: (i) payment for the Goods/services shall be made in Kenya shillings upon certified deliveries (ii) there shall be no advance payment under this Contract (iii) KACWASCO will mutually negotiate and agree with the tenderer on the terms of payment.
3.13.1	Prices charged by the tenderer for goods delivered under the Contract shall not vary from the prices quoted by the tenderer throughout the tender period
3.18	Disputes will be referred to Arbitration in line with Arbitration Act. Parties will appoint an Arbitrator
3.19	The laws of Kenya shall apply

SECTION V: TERMS OF REFERENCE

KACWASCO requires the services of provision of sanitary bins and disposal services in the following areas :
KAKAMEGA, SHITOLI, MUMIAS .

In this regard, KACWASCO wishes to enter **into Frame Work contract** with a vendor for a period of **three (3) years** for the services listed below **using unit rates quoted** on the price list.

Sanitary Bins.

You shall provide Sanitary Bins to all the Ladies wash rooms under the listed company offices

The bins shall be the property of the contractor and shall be maintained in good serviceable order.

Each bin shall be emptied at least once every two weeks or when full.

Any damaged bin shall be removed from the building and replaced with a new one.

The contractor must confirm that no claim of any nature shall be brought to the company concerning any patents or proprietary rights in so far as the bins are concerned.

The bins shall remain the property of the contractor and the company shall not be held responsible for any damages to the bins.

Bidders must provide sample bins brochures for inspection along with this tender (Bidders must clearly mark their brochures).

The bin must as a minimum possess the following features;

- Durability
- Aesthetically fit (nice in design)
- Appealing in colour
- Fragrant disinfectant powder
- Opening by foot pedal or automated sensor touch

SECTION VI: SCHEDULE OF REQUIREMENTS

N0.	Item Description	Unit of Measure	Minimum Quantity	REMAKS
1	**Sanitary bins as per above specifications for KACWASCO Headquarter's offices**	Pcs	3	
2	**Sanitary bins as per above specifications for Shitoli area office**	Pcs	1	
3.	**Sanitary bins as per above specifications for Mumias area office**	Pcs	1	

SECTION VII - PRICE SCHEDULE FOR THE SERVICE

Name of tenderer _____ Tender Number _____

Item	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE.	COUNTRY OF ORGIN
1						

Note that the charges above shall remain fixed for the duration of the contract

Signature of tenderer _____

Stamp_____

SECTION VII - STANDARD FORMS

Notes on the sample Forms

Form of Tender -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

Contract Form -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

Letter of Notification of Award - Letter of Notification of Award shall not be completed by the tenderer at the time of submitting the tender. Letter of Notification of Award shall be completed after contract award and should incorporate the accepted contract price.

FORM RB 1 - FORM RB 1 shall not be completed by the tenderer at the time of submitting the tender. The FORM RB 1 shall be used by the bidders in case of appeal.

Declaration Form - This form must be completed by the tenderer and submitted with the tender documents.

FORM OF TENDER

Date _____
Tender No. **KACWASCO/FRAME/15/2026**

To: _____

_____
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. …… the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, Assets Tag Labels in conformity with the said tender documents for the sum of.....(*total tender amount in words and figures*) or such other sums as may be ascertained in accordance withthe Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this _____day of_____20 _____

_____ _____
[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form

Part 1 - General:

Business Name
……
Location of business premises. ……
Plot No…… Street/Road
……..
Postal Address …….. Tel No. …… Fax ..... E mail
……
Nature of Business
……..
Registration Certificate No.
……
Maximum value of business which you can handle at any one time – Kshs. ……

	Part 2 (a) – Sole Proprietor Your name in full ..... Age ..... Nationality ..... Country of origin..... • Citizenship details .....
	Part 2 (b) Partnership Given details of partners as follows: Name Nationality Citizenship Details Shares 1. ..... 2. ..... 3. ..... 4. .....
	Part 2 (c) – Registered Company Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. ..... Issued Kshs. ..... Given details of all directors as follows Name Nationality Citizenship Details Shares 1..... 2. ..... 3. ..... 4. ..... 5 .....

Date..... Signature of Candidate
……

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

CONTRACT FORM

THIS AGREEMENT made the_____day of_____20_____between KACWASCO*]* (hereinafter called "the Procuring entity) of the one part and …….. [*name of tenderer]* of .....[*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of

…… [*contract price in words and figures]* (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements (c
) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the_____(for the Procuring entity

Signed, sealed, delivered by_____the_____(for the tenderer in the

presence of _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

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

_____
_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*_____
_____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF ..... 20……...

BETWEEN

…….APPL

ICANT AND

……RESPONDENT *(Procuring Entity*)

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

REQUEST FOR REVIEW

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

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

2.

etc

SIGNED..... (Applicant)

Dated on…….day of ……/…20……..

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary

DECLARATION FORM

Date _____

To _____

_____

_____

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

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

_____ _____ _____

Title Signature Date

(To be signed by authorized representative and officially stamped)