



NAIROBI CITY WATER & SEWERAGE COMPANY LTD.

KAMPALA RD, P. O. Box 30656-00100, Nairobi, Kenya

Tel: +254 0703 080 000

Email: info@nairobiwater.co.ke

www.nairobiwater.co.ke



TENDER No. NCWSC/56/2018

PROVISION OF CATERING SERVICES

(RESERVED FOR WOMEN)

April, 2019

CLOSING DATE Monday 20th April, 2019.

CLOSING TIME12.00 noon

Improving Reliability...

SECTION I INVITATION TO BID
NCWSC/56/2018 - PROVISION OF CATERING SERVICES

- 1.1 The Nairobi City Water and Sewerage Company Ltd invites sealed bids from eligible candidates for PROVISION OF CATERING SERVICES.
- 1.2 Interested eligible candidates may obtain further information from and inspect the Bid documents at Nairobi City Water and Sewerage Company Ltd, on Kampala Road off Enterprise Road, Industrial Area Nairobi during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays).
- 1.3 A complete set of Bid documents may be obtained by interested candidates from the company's website; www.nairobiwater.co.ke. Bidders **MUST** immediately email their name and contact details (company name, cell-phone number and email,) to: tenders@nairobiwater.co.ke for records, communication of any tender clarifications and addenda
- 1.4 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Tender Box at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi** or be addressed to **Nairobi City Water & Sewerage Company Ltd, Kampala Road, off Enterprise Road, P O Box 30656-00100, Tel 0703 080403, Nairobi, Kenya** so as to be received on or before 12.00pm on **Monday 20th May, 2019**.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for one hundred and fifty (150) days from the closing date of the Bid.
- 1.6 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City Water and Sewerage Company Ltd Boardroom, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi**
- 1.6 This tender is only open to those who meet the requirements for eligibility

1.7 All pages must be serialized by the bidder for each bid submitted

For Managing Director
Nairobi City Water & Sewerage Company Ltd
Kampala Road, off Enterprise Road
P O Box 30656-00100-00100
Tel. 254 703 080403
Nairobi, Kenya
E-mail: tenders@nairobiwater.co.ke
Website: www.nairobiwater.co.ke

FORM OF BID

TO: The Managing Director
Nairobi City Water and Sewerage Company Ltd
P. O. Box 30656 00100
NAIROBI, KENYA

Having examined the bidding documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **PROVISION OF CATERING SERVICES** in conformity with the said bidding document for the sum of Kes

Lot 1

.....
.....(words)..... figures]

Lot 2

.....
.....(words)..... figures]

Lot 3

.....
.....(words)..... figures]

Lot 4

.....
.....(words)..... figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake our Bid if accepted to commence the services in accordance With the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 150 days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

Unless and until an Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

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

We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document in the General Information to Bidders.

Dated this ____ day of _____ 20____
(Name _____ and Signature) _____

In the capacity of _____

Duly authorized to sign Bids, for and on behalf of

P. O. Box _____

Name of Witness _____

Address

Signature of Witness

TENDER SECURING DECLARATION FORM

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

Date:(day, month and year) Tender No.

To: [Name of Purchaser]

.....

We, the undersigned, declare that:

- 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2 We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Purchaser for the period of time of two years starting on[insert date], if we are in breach of our obligation(s) under the bid conditions, because we -
 - (a) have withdrawn our Bid during the period of bid validity specified
 - by us in the Bidding 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 ITT.
- 3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) twenty-eight days after the expiration of our Tender.
- 4 We understand that if we are a Joint Venture, the Bid 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 Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: in the capacity of[legal capacity of person signing the Bid Securing Declaration]

Name:

Duly authorized to sign the bid for and on behalf of:[Bidder]

Dated on..... day of , [insert date of signing]

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be free.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules

- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

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

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the

event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

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

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (Monday 20th May, 2019),”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*Monday 20th May, 2019*)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(*Monday 20th May, 2019*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

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

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

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

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within the tender validity period, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within the tender validity period unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within twenty one (21) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

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

INSTRUCTIONS TO BIDDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1	<p><i>Qualification requirements;</i> <i>* Be a registered corporate and must show proof of the same</i> <i>* Have the relevant trading license(s) in respect of the services to be supplied under this contract and copy of the same must be submitted with this bid.</i> <i>* Have the financial capacity to undertake the assignment and show proof of the same</i></p>
2.14.2	<i>Bid security not applicable for this tender</i>
2.18.1	<i>Bids must be received by 12.00 noon on Monday 20th May, 2019.</i>
2.20.1	<i>Bids shall be opened immediately thereafter receipt on 12.00 noon Monday 20th May, 2019</i>
2.24	<i>NCWSC will carry out due diligence to determine to its satisfaction whether the tenderer that will be selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily</i>
2.27	<i>Performance security not applicable for this contract</i>
2.22	<p>EVALUATION CRITERIA Preliminary EVALUATION (All Are Mandatory)</p> <ul style="list-style-type: none"> <li data-bbox="671 1122 1445 1200">i. <i>Bidders shall prepare and submit two copies (marked clearly “ORIGINAL BID” and “COPY BID.</i> <li data-bbox="671 1234 1353 1272">ii. <i>Tender Securing Declaration Form duly filled.</i> <li data-bbox="663 1305 1525 1552">iii. <i>Written confirmation on bidder’s letter head that the bidder has not been debarred as a supplier, service provider or consultant for goods, services or works in Kenya; and that the bidder is eligible to participate in Procurement and also a statement declaring that if selected, the bidder shall not be involved in corruption.</i> <li data-bbox="663 1585 1525 1832">iv. <i>For purposes of maintaining a tender register, bidders must email their name and contact details (company name, cell phone number and email,) to tenders@nairobiwater.co.ke for records, communication of any tender clarifications and addenda. Failure to do so, will lead to disqualification.</i> <li data-bbox="671 1865 1473 1944">v. <i>Copy of Valid Certificate of Incorporation/Registration. For companies, a valid CR12 should also be submitted</i> <li data-bbox="663 1977 1414 2011">vi. <i>Copy of Current Valid Tax Compliance Certificate.</i>

- vii. *Current valid Women Access to Government Opportunities Certificate*
- viii. *Form of Bid duly completed, signed, stamped and witnessed.*
- ix. *Price Schedule duly completed (Bidders MUST fill on the provided Price Schedule as a Mandatory requirement for Uniformity during Evaluation).*
- x. *All alterations if Any must be countersigned by the bidder.*
- xi. *Confidential Business Questionnaire duly filled.*
- xii. *Attach Copy of Current Valid Certificate of Compliance to N.H.I.F*
- xiii. *Attach Copy of Current Valid Certificate of Compliance to N.S.S.F*
- xiv. *Submit a written Power of Attorney (or duly fill the form provided in the Bid document)*
- xv. *Pagination of the bid document up to the last page including and not limited to attachments, etc.*
- xvi. *Bidders must Stamp every Page of their document with Official Rubber Stamp for Ownership.*
- xvii. *Further, the Original Bid Document issued by NCWSC shall be returned as part of the Tender Document. Bidders must submit all the pages of the Bid document as issued without altering the content therein. All required information shall be attached to the Original Tender document and neatly bound. Documents submitted as Loose papers will be rejected at Preliminary evaluation stage and shall not progress to Technical Evaluation Stage*

A firm lacking in any of the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage.

Technical evaluation-mandatory

CATEGORY&CRITERIA	MAXIMUM SCORE
(a) Firm's a proof ownership/lease of premises, hotel/café/Restaurant provide lease agreement	20 marks
(b) Firm experience in Catering Services <input type="checkbox"/> Less than 1year – 5 marks <input type="checkbox"/> 1 to 2years - 10marks	20 marks

	<input type="checkbox"/> 3 to 4year - 15marks <input type="checkbox"/> Above 5years - 20marks	
	(c) Diploma from utalii or recognized institutions – 5marks Degree qualification -5 marks	10 marks
	(d) References letters where a similar assignment has been offered <input type="checkbox"/> 1 client – 5 marks <input type="checkbox"/> 2 Clients – 10 marks <input type="checkbox"/> Above 3 Clients-15marks	15 marks
	(e) Compliance to OSHA Act (report from Dosh	20 marks
	(f) Firm’s proof of ownership of necessary equipment to undertake the assignment (list all the equipment under consideration)	15 marks
	TOTAL SCORE	100
<p><i>The minimum qualifying mark for technical is 70%. Bids that score equal or above 70% in the Technical evaluation stage will proceed to Financial evaluation stage. Bids that score less than 70% shall be treated as non-responsive and will be disqualified from further evaluation..</i></p> <p>Financial Evaluation: <i>The lowest Evaluated bidder shall be awarded the contract</i></p>		

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the

performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.7 Inspections and Tests

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

3.8 Payment

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

3.9 Prices

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

3.10 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.

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	<i>Performance security not applicable for this contract</i>
3.8	<i>Terms of payment shall be 60 days after certified delivery.</i>
3.9	<i>Prices quoted shall be delivered prices to the respective site indicated in the schedule of requirements. Price and quantity variation can only be allowed after one year.</i>

SECTION V TECHNICAL SPECIFICATIONS

TERMS OF REFERENCE FOR CATERING SERVICES

Background

The Nairobi City Water Company and Sewerage Company was established in 2004 as part of the implementation of the Water Act 2002, which created new institutions to manage water resources in the Country. Its core function is to provide water and sewerage services to the residents of Nairobi and its environs while instituting commercial principles to ensure sustainability of the essential services.

The company has various regions and stations namely,

- North Eastern Region
- Western Region
- Southern Region
- Eastern Region
- Informal Settlement Region
 - Soweto
 - Kibra
 - Kariobangi
 - Imara
- Northern Region
- Central Region
- Headquarters
 - National Water Office
 - Cameo Office
 - Karen Office
 - Environment and Compliance Department
 - Kariobangi - KSTW
 - Ruai - DSTW
 - Kabete Laboratory
 - Kabete Treatment Works
 - Ngethu Treatment Works
 - Ruiru Dam
 - Sasumua Dam
 - Thika Dam

Purpose

The **objective** of this request for proposal is to procure service providers who will offer standard, quality and consistent catering services at any of the above mentioned stations of NCWSC as need arises.

The **scope** of the Contract is to provide balanced nutritional, healthy and safe food to staff on occasions such as meetings and internal workshops.

The catering service provider is expected to serve NCWSC on demand basis with variety of snacks, beverages, foods detailed below:

- Beverages and snacks during meetings on need basis
- Lunch on need basis

- The type of service for lunch will be buffet with different type of foods/meals in each type of serving (buffet should contain Ugali, rice, chapati, mukimo, meat, (fish/beef/chicken), two types of side dish, soft drinks and fruits).
- For tea breaks there should be different types of snacks and hot beverages (tea, milo, chocolate and coffee or cold beverages – juice/soft drinks)

The caterer shall on request and at no additional labour charge provide food, beverages and waiting services for functions held by Nairobi City Water and Sewerage Co. Limited. The waiting services shall be at no extra cost.

Objectives

- To provide high quality catering service at reasonable price
- To professionally manage demand from NCWSC in terms of quality food, best service and efficiency in delivery
- To provide dietary preference including meals and snacks in variety packages without minimum order requirement

Catering - Detail of Service.

1. Scheduled times for serving breakfast, tea break, high tea (brunch), lunch and dinner will be according to clients request however, we expect it to be as follows;

Meal	Time
Breakfast	6.00 a.m. and 10.30 a.m.
Morning Coffee Break	9.30 a.m. and 11.00 a.m.
Lunch	11.30 a.m. and 2.30 p.m.
Afternoon coffee Break	2.30p.m.and 3.00p.m.
Dinner	5.30.m. and 9.00 p.m.

2. The food and beverage items served at NCWSC will be required to be
 - i. Protected from cross contamination by all means. Specific requirements for the protection of ready-to-eat food that is on display. These include supervision of the display area, separate serving utensils for each food, and protective barriers/covers.
 - ii. No live cooking allowed within NCWSC premises.
3. Food & Beverage equipment used to transport and serve food shall conform to standard set up by a certified body e.g SGS (HACCP) equivalent body.

LOT 1: PROPOSED MENU AND PRICE SCHEDULE

**NGETHU TREATMENT PLANT, NORTHERN REGION, RUIRU DAM AND
RUIAI TREATMENT PLANT**

S/No	ITEM	DESCRIPTION	UNIT COST (inclusive taxes and transport within Nairobi)
1	Tea/Coffee/Chocolate and snacks on need basis during meetings	a) Hot Beverages	
		Coffee	
		Chocolate or Equivalent	
		Tea	
		Assorted Juice	
		Fruit Juice	
		Packaged Juice (Delmonte or Equivalent)	
		Assorted Fruits	
		Banana	
		Orange	
		Pine apple	
		Mango	
		Water melon	
		b) Assorted Snacks	
		Samosa	
		Sausages	
		Mandazi	
Boiled Maize			
Boiled Sweet potatoes			
Boiled Arrow roots			
Boiled Eggs			
2	Lunch - Buffet	• Rice	
		• Chapati	
		• Ugali	
		• Roasted potatoes	
		• Pilau	
		• Mukimo	
		• Beef	
		• Fish	
		• Chicken (broiler)	
• Chicken (kienyeji)			

		<ul style="list-style-type: none"> • Vegetable stew (green peas, carrots, potatoes etc) 	
		<ul style="list-style-type: none"> • Green Vegetables (assorted :-Kunde, Sukuma, Cabbage, Manangu) 	
		<ul style="list-style-type: none"> • Soda/water/ 	
		<ul style="list-style-type: none"> • Fresh juice 	
		<ul style="list-style-type: none"> • Packed juice (Delmonte or Equivalent) 	
		Lunch to be served with fruits and Kachumbari	
	TOTAL		

LOT 2: PROPOSED MENU AND PRICE SCHEDULE

HEADQUARTERS (KAMPALA RD, CBD AND NATIONAL WATER OFFICE)

S/No	ITEM	DESCRIPTION	UNIT COST (inclusive taxes and transport within Nairobi)
1	Tea/Coffee/Chocolate and snacks on need basis during meetings	a) Hot Beverages	
		Coffee	
		Chocolate or Equivalent	
		Tea	
		Assorted Juice	
		Fruit Juice	
		Packaged Juice (Delmonte or Equivalent)	
		Assorted Fruits	
		Banana	
		Orange	
		Pine apple	
		Mango	
		Water melon	
		b) Assorted Snacks	
		Samosa	
		Sausages	
		Mandazi	
Boiled Maize			
Boiled Sweet potatoes			
Boiled Arrow roots			
Boiled Eggs			

2	Lunch - Buffet	<ul style="list-style-type: none"> • Rice • Chapati • Ugali • Roasted potatoes • Pilau • Mukimo 	
		<ul style="list-style-type: none"> • Beef • Fish • Chicken (broiler) • Chicken (kienyeji) 	
		<ul style="list-style-type: none"> • Vegetable stew (green peas, carrots, potatoes etc) • Green Vegetables (assorted :-Kunde, Sukuma, Cabbage, Manangu) • Soda/water/ • Fresh juice • Packed juice (Delmonte or Equivalent) 	
		Lunch to be served with fruits and Kachumbari	
	TOTAL		

LOT 3: PROPOSED MENU AND PRICE SCHEDULE

SASUMUA DAM, KABETE TREATMENT PLANT, SOUTHERN REGION AND WESTERN REGION

S/No	ITEM	DESCRIPTION	UNIT COST (inclusive taxes and transport within Nairobi)
1	Tea/Coffee/Chocolate and snacks on need basis during meetings	a) Hot Beverages	
		Coffee	
		Chocolate or Equivalent	
		Tea	
		Assorted Juice	
		Fruit Juice	
		Packaged Juice (Delmonte or Equivalent)	
		Assorted Fruits	
Banana			

		Orange	
		Pine apple	
		Mango	
		Water melon	
		b) Assorted Snacks	
		Samosa	
		Sausages	
		Mandazi	
		Boiled Maize	
		Boiled Sweet potatoes	
		Boiled Arrow roots	
		Boiled Eggs	
2	Lunch - Buffet	<ul style="list-style-type: none"> • Rice • Chapati • Ugali • Roasted potatoes • Pilau • Mukimo 	
		<ul style="list-style-type: none"> • Beef • Fish • Chicken (broiler) • Chicken (kienyeji) 	
		<ul style="list-style-type: none"> • Vegetable stew (green peas, carrots, potatoes etc) • Green Vegetables (assorted :-Kunde, Sukuma, Cabbage, Manangu) 	
		<ul style="list-style-type: none"> • Soda/water/ • Fresh juice • Packed juice (Delmonte or Equivalent) 	
		Lunch to be served with fruits and Kachumbari	
	TOTAL		

LOT 4: PROPOSED MENU AND PRICE SCHEDULE

EASTERN REGION, NORTH EASTERN REGION AND CENTRAL REGION

S/No	ITEM	DESCRIPTION	UNIT COST (inclusive taxes and transport within Nairobi)
1	Tea/Coffee/Chocolate and snacks on need basis during meetings	<p>a) Hot Beverages</p> <p>Coffee</p> <p>Chocolate or Equivalent</p> <p>Tea</p> <p>Assorted Juice</p> <p>Fruit Juice</p> <p>Packaged Juice (Delmonte or Equivalent)</p> <p>Assorted Fruits</p> <p>Banana</p> <p>Orange</p> <p>Pine apple</p> <p>Mango</p> <p>Water melon</p> <p>b) Assorted Snacks</p> <p>Samosa</p> <p>Sausages</p> <p>Mandazi</p> <p>Boiled Maize</p> <p>Boiled Sweet potatoes</p> <p>Boiled Arrow roots</p> <p>Boiled Eggs</p>	
2	Lunch - Buffet	<ul style="list-style-type: none"> • Rice • Chapati • Ugali • Roasted potatoes • Pilau • Mukimo • Beef • Fish • Chicken (broiler) • Chicken (kienyeji) • Vegetable stew (green peas, carrots, potatoes etc) 	

		<ul style="list-style-type: none"> • Green Vegetables (assorted :-Kunde, Sukuma, Cabbage, Manangu) 	
		<ul style="list-style-type: none"> • Soda/water/ 	
		<ul style="list-style-type: none"> • Fresh juice 	
		<ul style="list-style-type: none"> • Packed juice (Delmonte or Equivalent 	
		Lunch to be served with fruits and Kachumbari	
	TOTAL		

Note:

- *Orders will be given as and when required.*
- *No bidder will be awarded more than one contract*
- *Bidders to provide prices for each item as indicated in the price schedule. Failure to do so will lead to automatic disqualification.*
- *The lowest Evaluated Bidder who will be provided with a framework contract for two (2) years at the indicated net unit price*

Bidder's Signature _____ **Official Stamp** _____
Date _____

SUMMARY

ITEM	ANNUAL AMOUNT – Kes
Total B/Fwd for Inclusive of 16% VAT (to form of bid)	
Grand total	
In Words	

Name of Bidder.....

Physical Address.....

Town.....

Name of Authorised Representative of Bidder.....

Signature.....

Date.....

Official Stamp/Company Seal

NB:

- a) Sample documents shall only be for use by the relevant parties (e.g. Banks) as guidelines to fulfill the requirements of the bid.***
- b) Bidders are therefore encouraged to pass the sample documents to the relevant parties and avoid filling them on their own.***

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 – Kes.

Name of your bankers Branch

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 Kes.			
Issued Kes.			
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

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Tender.

.....
(Name of Tenderer's Representative in block letters)

.....
(Address of Tenderer's Representative)

.....
(Signature of Tenderer's Representative)

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