



NAIROBI CITY WATER & SEWERAGE COMPANY LTD.

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

Tel: +254 703 080000

Email: tenders@nairobewater.co.ke

www.nairobewater.co.ke

TENDER No. NCWSC/61/2018

PROVISION OF TAX CONSULTANCY SERVICES (FRAMEWORK CONTRACT FOR TWO YEARS)

JUNE, 2018

Closing Date: Tuesday, July 2nd, 2019

Closing Time: 12:00 pm

SECTION I INVITATION TO BID
CONTRACT NO. NCWSC/61/2018 - PROVISION OF TAX CONSULTANCY SERVICES (FRAMEWORK CONTRACT FOR TWO YEARS).

- 1 The Nairobi City Water and Sewerage Company Ltd invites sealed bids from eligible Candidates for Provision Of Tax Consultancy Services. The detailed breakdown of requirements can be obtained in the schedule of requirements/price schedule inside the bid document.

- 1.1 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).

- 1.2 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

- 1.3 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 **Tuesday, July 2nd, 2019.**

- 1.4 Prices quoted should be 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.

- 1.5 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

- 1.6 All pages must be paginated 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 tax consultancy services in conformity with the said bidding document for the sum of Kes (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

2.1 Eligible Bidders

- 2.1.1 This Invitation for Bids is open to all Bidders eligible as described in the Invitation to Bid. Successful Bidders shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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 Bid.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (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 Bids.
- 2.1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 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
- 2.2.3 The origin of goods is distinct from the nationality of the Bidder.

2.3 Cost of Bidding

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4. The Bid Document

- 2.4.1 The Bid document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Bidders
- (i) Invitation to Bid
 - (ii) Instructions to Bidders
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Bid Form and Price Schedules
 - (viii) Contract Form
 - (ix) Bank Guarantee for Advance Payment Form
 - (x) Confidential Business Questionnaire
- 2.4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all information required by the Bid documents or to submit a Bid not substantially responsive to the Bid documents in every respect will be at the Bidders risk and may result in the rejection of its Bid.

2.5 Clarification of Documents

- 2.5.1 A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than seven (7) days prior to the deadline for the submission of Bids, 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 Bidders that have received the Bid document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its Bid.

2.6 Amendment of Documents

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

- 2.6.2 All prospective candidates that have received the Bid documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Procuring entity, at its discretion, may extend the deadline for the submission of Bids.

2.7 Language of Bid

- 2.7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchange by the Bidder and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Bidder 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 Bid, the English translation shall govern.

2.8 Documents Comprising of Bid

- 2.8.1 The Bid prepared by the Bidders shall comprise the following components
- (a) a Bid 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 2.1.2 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
 - (d) Bid security furnished in accordance with paragraph 2.14

2.9 Bid Forms

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

2.10 Bid Prices

- 2.10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total Bid price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the Bid shall be fixed during the Bid's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the Bid shall be 150 days from the date of opening of the Bid.

2.11 Bid Currencies

2.11.1 Prices shall be quoted in Kenya Shillings ONLY unless otherwise specified in the Appendix to Instructions to Bidders.

2.12 Bidders Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The Bidder shall furnish, as part of its Bid, Documents establishing the Bidders eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

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

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

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

2.13 Goods Eligibility and Conformity to Bid Documents

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

2.13.2 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.

2.13.3 The documentary evidence of conformity of the goods to the Bid 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 two (2) 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.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3I above, the Bidder 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 Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Bid Security

2.14.1 Bid security not required for this tender

2.15 Validity of Bids

2.15.1 Bids shall remain valid for 150 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A Bid valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided under paragraph 2.14 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

2.16 Format and Signing of Bid

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

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

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

2.17 Sealing and Marking of Bids

2.17.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, 3wduly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

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

(b) bear, Bid number and name in the Invitation for Bids and the words, “DO NOT OPEN BEFORE,” **12.00 noon Tuesday, July 2nd, 2019.**

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

2.17.4 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 Bid’s misplacement or premature opening.

2.18 Deadline for Submission of Bids

2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **12noon- Tuesday, July 2nd, 2019.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of Bids by amending the Bid 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

2.19 Modification and Withdrawal of Bids

2.19.1 The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring prior to the deadline prescribed for submission of Bids.

2.19.2 The Bidder’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 E-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

2.19.3 No Bid may be modified after the deadline for submission of Bids.

2.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid security, pursuant to paragraph 2.14.7

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

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

2.20 Opening of Bids

2.20.1 The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at **12 noon on Tuesday, July 2nd, 2019** and in the location specified in the Invitation to Bid. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the Bid opening.

2.21 Clarification of Bids

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

2.21.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the Bids 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 Bids are generally in order.

2.22.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Procuring entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 2.22.5 If a Bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 2.22.6 The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Bids

- 2.24.1 The Procuring entity will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The Bid evaluation committee shall evaluate the Bid within 30 days of the validity period from the date of opening the Bid.
- 2.24.3 A Bidder who gives false information in the Bid 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 Preference

- 2.25.1 Preference where allowed in the evaluation of Bids shall not exceed 15%.

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no Bidder shall contact the Procuring entity on any matter related to its Bid, from the time of the Bid opening to the time the contract is awarded.
- 2.26.2 Any effort by a Bidder to influence the Procuring entity in its decisions on Bid, evaluation, Bid comparison, or contract award may result in the rejection of the Bidder's Bid.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the Bidder financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) **Award Criteria**

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

(c) **Procuring entity's Right to Vary quantities**

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

2.28 Procuring entity's Right to Accept or Reject Any or All Bids

2.28.1 The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring entity's action

2.29 **Notification of Award**

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

2.29.2 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

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

2.30 **Signing of Contract**

2.30.1 At the same time as the Procuring entity notifies the successful Bidder that its Bid has been accepted, the Procuring entity will send the Bidder the Contract Form provided in the Bid documents, incorporating all agreements between the parties.

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

2.30.3 Within the tender validity period, the successful Bidder shall sign and return it to the Procuring entity.

2.31 **Performance Security**

2.31.1 Performance security shall be ten percent of the contract price.

2.32 Corrupt or Fraudulent Practices

2.32.1 The Procuring entity requires that Bidders 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 Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

2.32.3 Further a Bidder 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 Bidders

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	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1.1	Qualification requirements; * Be a registered corporate and must show proof of the same * 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. * Must have undertaken similar assignments in the last three years. Evidence of this, e.g. testimonial letters from such authority, must be presented with the bid on
2.1.3	Pay special attention to the clause and ensure compliance
2.1.4	Pay special attention to the clause and ensure compliance
2.2.1	Bidder shall disclose the country of origin of the equipment.
2.8.1	Pay special attention to the clause and ensure compliance
2.9.1	Pay special attention to the clause and ensure compliance
2.10.3	The price shall be fixed for the entire period of the contract. Other items to be included in the costing and pricing:
2.11.1	In Kenya shillings or a freely convertible currency. Conversion Currency for Bid shall be Kenya Shillings. The source of the exchange rate shall be the
2.12	Pay special attention to the clause and ensure compliance
2.13	Pay special attention to the clause and ensure compliance.
2.14.2	Bid security not required for this tender
2.17	Pay special attention to the clause
2.18.1	Bids must be received by 12.00 noon on Tuesday, July 2nd, 2019.
2.20.1	Bids shall be opened immediately thereafter receipt on 12.00 noon Tuesday, July 2nd, 2019.
2.23.1	The source of the exchange rate shall be the mean rate of the Central Bank of
2.25	Not applicable
2.27.5	Not applicable
2.29.1	Performance security shall be ten percent of the contract price.
2.30.1	Contract shall be commencing within 14 days after contract signing.

EVALUATION CRITERIA:

The eligible Contractors **MUST** meet the following **MANDATORY CRITERIA** to be considered responsive:

PRELIMINARY EVALUATION (All Are Mandatory)

1. Bidders shall prepare and submit two copies (marked clearly “ORIGINAL BID” and “COPY BID”).
2. 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.
3. Attach Copy of Current Valid Tax Compliance Certificate
4. Form of Tender duly completed, signed, stamped and witnessed. Appendix to Form of Tender shall also be dully completed.
5. Price schedule duly completed (Bidders are required to fill on the provided Price schedule as a Mandatory requirement for Uniformity during Evaluation)
6. All Financial alterations if Any must be countersigned by the bidder
7. Confidential Business Questionnaire duly filled
8. Certificate of Confirmation of Directors and Shareholding (CR12) for limited company or/ an ID Card for Sole Proprietorship/partnership.
9. Copies of certificates of registration/Certificate of Incorporation).
10. Evidence of Financial Resources (lines/letter of credit) equal or above Ksh.1 Million from a bank or cash in account (Account statement to be certified as true copy by commissioner of oaths) OR Audited accounts for the last two years with an annual turnover of Kshs. 10,000, 000 million and above.
11. Submit a written Power of Attorney (or duly fill the form provided in the Bid document)
12. Bidders must Stamp every Page of their document with Official Rubber Stamp for Ownership
13. Pagination/Serialization of the bid document up to the last page including and not limited to attachments, etc.
14. 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.
15. 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.
16. 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

Technical Evaluation:

- Must show evidence to have done a similar assignment for at least 3 years. (Attach copies of LPO, letter of award, certificate to clients)
- Must be a Certified Public Accountant, in possession of a Practicing Certificate and of good standing with the Institute of Certified Public Accountants (ICPAK).
- Key Professional staff qualifications and competence for the assignment and their assigned roles in the project (attach relevant CVs and certificates)

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.

Financial Evaluation:

Financial Evaluation will be conducted only on firms that will be Responsive.
Financially Responsive Firm will be the firm that will be Lowest in price at this Stage

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Bidder, 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 Bidder 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 Bidder 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 Bidder” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the Bidder

3.4 Standards

3.4.1 The services under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The Bidder 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 Bidder in the performance of the Contract.

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

3.5.3 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 Bidder's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The Bidder 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

3.7 Performance Security

3.7.1 Performance security shall be ten percent of the contract price.

3.8 Inspection and Tests

3.8.1 The Company or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Company shall notify the bidder in writing, in a timely manner, of the Company's representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder 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 Company.

3.8.3 Should any inspected or tested services fail to conform to the Specifications, the Company may reject the services, and the bidder shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Company.

3.9 Delivery and Documents

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

3.10 Payment

3.10.1 The method and conditions of payment to be made to the Bidder under this Contract shall be specified in Special Conditions of Contract

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

3.11 Prices

3.11.1 Prices charged by the Bidder for the 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 Bidder in its Bid.

3.11.2 Contract price variations shall not be applicable for the first one year (12 months).

3.11.3 Contract price variation shall be as per the provisions of the PPADA 2015.

3.12 Assignment

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

3.13 Subcontracts

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

3.14 Termination for default

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

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

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

3.15 Liquidated Damages

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

3.16 Resolution of Disputes

3.16.1 The procuring entity and the Bidder 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

3.16.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may

require adjudication in an agreed national or international forum, and/or international arbitration.

3.17 Language and Law

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

3.18 Force Majeure

3.18.1 The Bidder 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.

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
3.4.1	See the Technical Specifications.
3.7.1	Performance security shall be ten percent of contract price in the form of unconditional bank guarantee.
3.8	Bidders are requested to pay special attention to this clause.
3.9	All services under the contract shall be delivered as per the technical Specification.
3.12.2	Terms of payment shall be 60 days after certified delivery.
3.12.3	Advance payment not applicable for this contract.
3.13	Prices quoted shall be delivered prices to the respective site indicated in the schedule of requirements. Price variation not allowed for this contract.
3.14	Pay special attention to the clause
3.15	Pay special attention to the clause
3.16.1	Pay special attention to the clause
3.16.2	Pay special attention to the clause

SECTION V

TERMS OF REFERENCE

1. COMPANY INFORMATION

The Nairobi City Water and Sewerage Company limited (NCWSC) was incorporated in December 2003 under the Company Act CAP 486. It is wholly owned subsidiary of Nairobi County Government (NCG). It has its Headquarters at Kampala Road, Industrial Area with six Regional business centers within the City. The Company's formation arose from the Water Act 2002, which created new institutions to manage water resources in Kenya. The Company, therefore, took over the provision of Water and Sewerage services within Nairobi and its environs hitherto provide the Water and Sewerage Department of the NCG. The NCWSC was appointed by Athi Water Services Board (NWSB) to provide Water and Sewerage services to its residents under an agreed framework specified in the service provision agreement (SPA) that ensures adequate and quality supply of water. There is also a tripartite agreement between the NCG, AWSB, and NCWSC. Under the agreement, NCWSC has transferred the Water assets it had initially leased from NCG to AWSB in order to comply with the requirements of the Water Act 2002 which provides AWSB the right to acquire the full use of these assets. Other agreement includes those for Agency and Operational assets between the NCG and NCWSC.

2. CONSULTANCY OBJECTIVE AND OUTPUT

The consultancy is directed towards the appointment of a Tax Consultant for a period of one year to carry out quarterly VAT Audits, follow up refunds with KRA and tax health checks once a year to determine the level of tax compliance.

Problems Definition

Nairobi City Water and Sewerage Company is Zero Rated for VAT. Refunds request must be submitted within six months of the invoice date. The Company must have a Tax Consultancy to ensure this does happen.

3. PURPOSE OF THE ASSIGNMENT

The purpose of this assignment is to contract a Tax Consultant who shall ascertain the VAT refunds claim and conduct a tax health check.

SCOPE OF WORK

The work involves the following:-

- The ascertain VAT Input tax that is refundable by KRA and prepare the Auditors Certificate.
- To budget the claim with KRA within the stipulated legal timeframe
- To follow up refunds with KRA and/or advice the company on the optimal strategy of utility refunds due to the company.

- To carry out tax health checks once a year within the two-year contract period and determine the level of tax compliance.
- Advise the company on remedial measures in case of non-compliance

4. DURATION AND TIMING

The proposed contract will be for a period of two years covering 8 quarters and shall be implemented against the budget allocated.

5. EXPERTISE REQUIRED

The consultant should possess the following: -

- Must be a Certified Public Accountant, in possession of a Practicing Certificate and of good standing with the Institute of Certified Public Accountants (ICPAK).
- Must be registered with the Kenya Revenue Authority
- Must show evidence to have done a similar assignment for at least 3 years. (Attach copies of LPO, letter of award, certificate to clients)
- Must be in possession of a current Tax Compliance Certificate from KRA.
- Must demonstrate having experienced staff to handle the matters(Attach CV of staff)

6. MANAGEMENT OF THE ASSIGNMENT

The assignment will be managed by the Finance Manager, who will ensure that all required information is made available in a timely manner. Specifically, the Company shall provide details of all documents and reports required for this assignment.

PRICE SCHEDULE

S/NO	DESCRIPTION	Duration	Cost per quarter (3 months)
1	Provision of Tax Consultancy Services	2 Years	
2	Add 16% V.A.T		
	Grand Total to the Form of Bid		
In Words			

Name of Bidder.....

Physical Address.....

Town.....

Name of Authorised Representative of Bidder.....

Signature.....

Date.....

Official Stamp/Company Seal

SECTION VII - SCHEDULE OF REQUIREMENTS

1. Delivery Program

1.1. Commencement of service shall be IMMEDIATE but not later than fourteen (14) days from the date of receipt by the Supplier of the sealed contract documents.

1.3. The internal documentation shall be agreed by the two parties before commencement of the Contract. This is subject to changes from time to time on mutual agreement by the two parties and in accordance to the PPADA 2015 act.

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

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies 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; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

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

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full . Nationality.Citizenship Details*. Shares.

1.
.....
2.
.....
3.
.....
4.
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

.....
(Title) (Signature) (Date)

* Attach proof of citizenship

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorised 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)

BID SECURITY FORM

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid] for the Provision of Tax Consultancy Services hereinafter called "the Bid") KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20____

THE CONDITIONS of this obligation are:-

- 1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders;

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

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

[signature and seal of the bank)