



## **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](mailto:info@nairobiwater.co.ke)

[www.nairobiwater.co.ke](http://www.nairobiwater.co.ke)

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# **CONTRACT No. NCWSC/24/2020**

## **PROVISION OF SANITARY SERVICES FOR ONE YEAR**

**(RESERVED FOR WOMEN)**

### **JANUARY, 2021**

**CLOSING DATE.....Friday 22<sup>nd</sup> January, 2021**

**CLOSING TIME.....12.00noon**

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*Board of Directors:*

*B.L.Okumu (Chairman), T.Muriuki (Vice-Chair), N.C.C. County Secretary, N.C.C. C.E.C.M. Finance & Economic Planning, N.C.C. C.O. Water, Sanitation & Energy, M.Kuruga, E. Mukuhi, L.M.Kamba, K. Nyamu,*

*M.A Abdullahi , Eng. N. M. Muguna (Managing Director)*

## SECTION I - INVITATION TO BID

### **CONTRACT NO. NCWSC/24/2020 - PROVISION OF SANITARY SERVICES FOR ONE YEAR (RESERVED FOR WOMEN)**

- 1.1** The Nairobi City Water and Sewerage Company Ltd invites sealed bids from eligible candidates (**Women**) for Provision of sanitary services for one year as follows:  
The detailed breakdown of the above lots can be obtained in the schedule of requirements/price schedule inside the bid document. Bidders may bid for one, several or all the lots. Each lot shall be treated as a separate contract.
- 1.2** Interested eligible candidates may obtain further information from and inspect the Bid documents at Nairobi City Water and Sewerage Company Ltd, at 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](http://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](mailto: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: 254-20-3988534, Nairobi, Kenya so as to be received on or before 12.00noon on **Friday 22<sup>nd</sup> January, 2021**.
- 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.
- 1.7** The Bid Security is not a requirement in this tender because it's reserved for the women.

For Managing Director  
**Nairobi City Water & Sewerage Company Ltd**  
**Kampala Road, off Enterprise Road**  
**P O Box 30656-00100**  
**Nairobi, Kenya.**  
**E-mail: [tenders@nairobiwater.co.ke](mailto:tenders@nairobiwater.co.ke)**  
**Website: [www.nairobiwater.co.ke](http://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

Gentlemen:

Having examined the bidding documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **NCWSC/24/2020 - PROVISION OF SANITARY SERVICES FOR ONE YEAR (RESERVED FOR WOMEN)** 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

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Signature of Witness

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**Official Rubber Stamp**

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**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 BIDDERS**

### **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) Bid Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) 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.

## **2.6 Clarification of Documents**

2.6.1 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 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 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 2.13.3 (b) 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**

**1.8** The Bid Security is not a requirement in this tender because it's reserved for the Women. Tender Securing Declaration Form must be filled.

## **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 Procuring 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 and serialized by the person or persons signing the Bid.

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, duly 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, Friday 22<sup>nd</sup> January, 2021 at 12:00noon.**"

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

Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday 22<sup>nd</sup> January, 2021 at 12:00noon.**

2.18.1 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 cable, telex but followed by a signed confirmation copy, postmarked no 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**

The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at 12.00 noon on **Friday 22<sup>nd</sup> January, 2021 at 12:00noon.** and in the location specified in the Invitation to Bid.

The Bidders' representatives who are presence shall sign a register evidencing their attendance.

- 2.20.1 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.
- 2.20.2 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.
- 2.24.4 Each lot if applicable shall be considered as a separate contract and may be awarded on its own.

## **2.25 Preference**

- 2.25.1 Preference where allowed in the evaluation of Bids shall not exceed 16%.

## **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) with the highest aggregate technical and financial score.

### **(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

### **(d) Procuring entity's Right to Accept or Reject Any or All Bids**

2.27.6 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.

## **2.28 Notification of Award**

2.28.1 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.

- 2.28.2 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
- 2.28.3 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

## **2.29 Signing of Contract**

- 2.29.1 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.
- 2.29.2 The parties to the contract shall have it signed within tender validity period from the date of notification of contract award unless there is an administrative review request.

## **2.30 Performance Security**

- 2.30.1 Within twenty one (21) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful Bidder to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new Bids.

## **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 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;
  - (iii) 'Collusive Practice' means a scheme or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, non-competitive levels, and
  - (iv) 'Coercive Practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract.

- 2.31.2 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.
- 2.31.3 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1.1	<i>Eligible Bidders must:- * Be incorporated in Kenya * Have complied with all tax requirements * Be established businesses &amp; show proof of the same *The bidders shall comply with the preference and reservations regulations * Not be under a declaration of ineligibility for corrupt and fraudulent practices. * Demonstrate they have completed all the previous projects with Nairobi Water Company (if any) and that none of the contracts has been terminated or in the process of termination for nonperformance.</i>
2.1.3	<i>Pay special attention to the clause</i>
2.1.4	<i>Pay special attention to the clause</i>
2.2.1	<i>Must Disclose the source of the goods</i>
2.4.1-xii	<i>This shall be attached where applicable</i>
2.4.1-xiii	<i>Must be signed, stamped and dated</i>
2.8.1	<i>Pay special attention to the clause</i>
2.9.1	<i>Pay special attention to the clause</i>
2.11.1	<i>Only in Kenya shillings</i>
2.12	<i>Pay special attention to the clause</i>
2.13	<i>Pay special attention to the clause</i>
2.14.1	<i>The Bid Security is not a requirement in this tender because its reserved for the women.</i>
2.17	<i>Pay special attention to the clause</i>
2.18.1	<i>Bids must be received by <b>12 noon on Friday 22<sup>nd</sup> January, 2021.</b></i>
2.20.1	<i>Bids shall be opened immediately thereafter receipt on <b>Friday 22<sup>nd</sup> January, 2021.</b></i>
2.25	<i>Not applicable</i>
2.27.5	<i>Quantity variation shall not exceed 15% of awarded quantity and may only be considered after 12 months during the contract period.</i>
2.29.1	<i>Performance security shall be 1% of the total annual estimate quoted..</i>
2.31.1	<i>This shall lead to rejection of the bid in total and may be subject to debarment in future. Any member of public with any information may refer the same to the relevant state bodies or call the Company.</i>
2.24	<b><u>Preliminary EVALUATION (All Are Mandatory)</u></b> <i>Under Preliminary Evaluation, the following shall be checked to confirm they conform: <b>All are Mandatory Requirements:</b></i>



	<ul style="list-style-type: none"> <li>• <i>Bidders shall prepare and submit two copies (marked clearly “ORIGINAL BID” and “COPY BID”).</i></li> <li>• <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> <li>• <i>Tender Securing Declaration Form duly filled</i></li> <li>• <i>Attach of Copy of Valid Certificate of Incorporation/Registration. For companies, a valid (dated within the last 3 months) CR12 shall be submitted)/ ID for the owner of a business name).</i></li> <li>• <i>Copy of Current Valid Tax Compliance Certificate or certificate of tax exemption for the people living with disabilities.</i></li> <li>• <i>Form of Bid duly completed, signed, stamped and witnessed</i></li> <li>• <i>Price Schedule (BOQ) duly completed (Bidders are advised to fill on the provided Price Schedule as a Mandatory requirement for Uniformity during Evaluation)</i></li> <li>• <i>Attach Copy of Current Valid Certificate of Compliance to N.H.I.F</i></li> <li>• <i>Attach Copy of Current Valid Certificate of Compliance to N.S.S.F.</i></li> <li>• <i>All financial alterations if Any countersigned</i></li> <li>• <i>Confidential Business Questionnaire duly filled</i></li> <li>• <i>Must disclose the Origin of the goods to be supplied.</i></li> <li>• <i>Current valid copy of access to government procurement opportunities certificate (women category)</i></li> <li>• <i>Submit a written Power of Attorney (or duly fill the form provided in the Bid document)</i></li> <li>• <i>Bidders must Stamp every Page of their document with Official Rubber Stamp for Ownership</i></li> <li>• <i>Pagination of the bid document up to the last page including and not limited to attachments, etc.</i></li> </ul>
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	<ul style="list-style-type: none"> <li>• <i>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.</i></li> <li>• <i>Documents submitted as loose papers or in files will be rejected at Preliminary evaluation stage and shall not progress to Financial Evaluation Stage.</i></li> </ul> <p><i>A firm lacking in any of the above details <b>shall be dropped</b> at this stage and shall not be progressed to the Technical Evaluation stage</i></p>
	<p><b>Technical Evaluation:</b></p> <ul style="list-style-type: none"> <li>• <i>Under Technical Evaluation, compliance to the technical specifications will be checked for conformity.</i></li> </ul> <p><i>A firm lacking in the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage</i></p>
2.24	<p><b>Financial Evaluation:</b></p> <p><i>Financial Evaluation will be conducted only on firms that will be Responsive.</i></p> <p><i>Financially Responsive Firm will be the firm that will be Lowest in price at this Stage</i></p>

### **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 Goods supplied 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 3.6.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.6.1 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 Within twenty one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the Bid documents.

3.7.4 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 Bidder's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the Bidder or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 Procuring entity.

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

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

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

### **3.9 Packing**

3.9.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods 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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

3.13.2 Contract price variations shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, be allowed for contracts not exceeding one year (12 months).

3.13.3 Where contract price variation is allowed, the variation shall be based on the prevailing consumer price index obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.

3.13.4 Price variation request shall be processed by the procuring entity within 15 days of receiving the request.

### **3.14. Assignment**

3.14.1 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

### **3.15 Subcontracts**

3.15.1 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

### **3.16 Termination for default**

3.16.1 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

3.16.2 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.

### **3.17 Liquidated Damages**

3.17.1. If the Bidder fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.6% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the Bidder may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 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

3.18.2 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.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

3.20.1 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.

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 are as follows:-

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.4.1	<i>See the Technical Specifications.</i>
3.7.1	<i>No performance security shall be required for this tender</i>
3.8	<i>Notwithstanding the requirements of GCC clause 3.8; the awarded firm shall comply to all required specifications</i>
3.9	<i>All goods under the contract shall be delivered in right packages</i>
3.10.1	<i>The awarded firm shall commence supplying immediately but not later than fourteen (14) days from the date of signing the contract agreement.</i>
3.11	<i>Pay special attention to this clause</i>
3.12.2	<i>Terms of payment shall be 60 days from the date of the invoice.</i>
3.13	<i>Prices quoted shall be delivered prices to the respective sites indicated in the schedule of requirements.</i>
3.14	<i>Pay special attention to the clause</i>
3.16	<i>Pay special attention to the clause</i>
3.16	<i>a) Within twenty-eight (28) days b) Maximum Limit shall be thirty (30) days c) There shall be no compromise on this clause</i>
3.18.2	<i>If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law. The cost of arbitration shall be borne on a 60/60 basis</i>
3.19	<i>The laws of Kenya shall apply</i>



## **TECHINICAL SPECIFICATIONS**

*All bidders are required to indicate (Yes/No) and respond to the requirements below:*

### **SANITARY BINS**

<b>S/No.</b>	<b>PRODUCT SPECIFICATIONS</b>	<b>TENDERER'S RESPONSE</b>
1	Dimensions 540mm*510mm	
2	Weight 2700g	
3	Capacity 22 litres	
4	Operation sensor (no touch)	
5	White/silver in color	

### **AIR FRESHENERS**

<b>S/No.</b>	<b>PRODUCT SPECIFICATIONS</b>	<b>TENDERER'S RESPONSE</b>
1	Net Weight -200gm	
2	Automatic Dispenser (Battery Operated)	
3	Fragrance- Variety (No restriction)	

## PRICE SCHEDULE

### A. SANITARY BINS

S/NO.	Branch	No. of Bins	Unit price	Total Price
1.	Kampala Rd - Frequency of change of bin/month -3	10		
2.	Eastern Region –Kayole Offcie - Frequency of change of bin/month -2	3		
3.	Gigiri - Frequency of change of bin/month -1	1		
4.	North Eastern regional office -Eastleigh- Frequency of change of bin/month -2	4		
5.	Kariobangi Sewage Treatment Works- Frequency of change of bin/month -2	2		
6.	Kariobangi – Environment main office- Frequency of change of bin/month -2	3		
7.	DESTW - Ruai- Frequency of change of bin/month -2	2		
8.	Western Region – Parklands Plaza,- Frequency of change of bin/month -2	4		
9.	Northern Regional office -Pangani- Frequency of change of bin/month -2	3		
10.	ICT Data Centre - Karen- Frequency of change of bin/month -2	2		
11.	Southern Regional Office - Woodley- Frequency of change of bin/month -2	3		
12.	Cameo- Frequency of change of bin/month -2	6		
13.	Kabete Laboratory- Frequency of change of bin/month -2	2		
14.	Kabete Water Treatment Works- Frequency of change of bin/month -1	4		
15.	Central Regional office - Enterprises Centre- Frequency of change of bin/month -2	2		
16.	Ngethu Water Treatment Works- Frequency of change of bin/month -1	3		
17.	Water Stores- Frequency of change of bin/month -2	1		
18.	Thika Dam- Frequency of change of bin/month -1	3		
19.	ISR- Mukuru offices- Frequency of change of bin/month -1	2		
20.	ISR- Kayole Soweto- Frequency of change of bin/month -1	2		
21.	Informal Settlement Region - ISR(National Water Conservation & Pipeline Corporation offices) - Frequency of change of bin/month -2	4		

22.	Ruiru Dam- Frequency of change of bin/month -1	3		
23.	Sasumua Dam- Frequency of change of bin/month -2	2		
GRAND TOTAL				

## B. AIR FRESHENERS

S/NO.	Branch	Quantity	Unit Price	Total Price
1.	Kampala Rd - Frequency of change air freshener( per month)-1	20		
2.	Eastern Region –Kayole Office - Frequency of change air freshener( per month)-1	8		
3.	Gigiri - Frequency of change air freshener( per month)-1	2		
4.	North Eastern regional office -Eastleigh- Frequency of change air freshener( per month)-1	8		
5.	Kariobangi Sewage Treatment Works- Frequency of change air freshener( per month)-1	4		
6.	Kariobangi – Environment main office- Frequency of change air freshener( per month)-1	6		
7.	DESTW - Ruai- Frequency of change air freshener( per month)-1	4		
8.	Cameo – Kenyatta Avenue NRB - Frequency of change air freshener( per month)-1	6		
9.	Northern Regional office -Pangani- Frequency of change air freshener( per month)-1	6		
10.	ICT Data Centre - Karen- Frequency of change air freshener( per month)-1	4		
11.	Southern Regional Office - Woodley- Frequency of change air freshener( per month)-1	6		
12.	Northern Region -Kasarani- Frequency of change air freshener( per month)-1	2		
13.	Kabete Laboratory- Frequency of change air freshener( per month)-1	2		
14.	Kabete Water Treatment Works- Frequency of change air freshener( per month)-1	4		
15.	North Eastern – Buruburu office- Frequency of change air freshener( per month)-1	2		

16.	Central Regional office - Enterprises Centre- Frequency of change air freshener( per month)-1	2		
17.	Ngethu Water Treatment Works- Frequency of change air freshener( per month)-1	6		
18.	Water Stores- Frequency of change air freshener( per month)-1	2		
19.	Thika Dam- Frequency of change air freshener( per month)-1	7		
20.	ISR- Mukuru offices- Frequency of change air freshener( per month)-1	4		
21.	ISR- Kayole Soweto- Frequency of change air freshener( per month)-1	4		
22.	Informal Settlement Region - ISR(National Water Conservation & Pipeline Corporation offices) - Frequency of change air freshener( per month)-1	8		
23.	Ruiru Dam- Frequency of change air freshener( per month)-1	11		
24.	Sasumua Dam- Frequency of change air freshener( per month)-1	17		
25.	Parklands Plaza- Western - Frequency of change air freshener( per month)-1	4		
	GRAND TOTAL			

**SUMMARY**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Total Cost</b>
1.	Sanitary bins	71	
2.	Air fresheners	149	
	Grand Total to the form of bid		
	Add 16 % Vat		
	Grand Total In Words		

Shortest Delivery Period after Award: .....

Name of Bidder.....

Physical Address.....

Building.....

Town.....

Name of Authorised Representative of Bidder.....

Signature.....

Date.....

Official Stamp/Company Seal

## **SECTION VII - SCHEDULE OF REQUIREMENTS**

### **1. Delivery Programme**

1.1 Commencement of delivery shall be **IMMEDIATELY but not more than thirty (30) days** from the date of receipt by the Supplier of the sealed contract documents from the Purchaser

1.2 The successful bidder shall sign one-year contract. The quantities provided are estimates and consumption shall be based on the approved requirement.

All deliveries shall be made to the main store at Kampala road and the respective regional office stores within Nairobi as indicated in the purchase order from where they shall be inspected and formally received

***NB:***

- a) Sample documents shall only be for use by the relevant parties (e.g. Banks) as guidelines to fulfil 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

<i>Part 1 – General:</i>	
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 .....												
	<ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>												
	Part 2 (b) Partnership												
	Given details of partners as follows:												
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: left;">Name</th> <th style="width: 30%; text-align: left;">Nationality</th> <th style="width: 40%; text-align: left;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Shares</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">1. ....</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">.....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1. ....			.....		
Name	Nationality	Citizenship Details											
Shares													
1. ....													
.....													



	2. .... ..... 3. .... ..... 4. .... .....
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<b>Part 2 (c) – Registered Company</b>		
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.	.....	.....
6	.....	.....

Date .....	Signature of Candidate
.....	

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

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter  
called “the Procuring entity) of the one part and ..... [name of Bidder] of .....  
[city and country of Bidder] (hereinafter called “the Bidder”) of the other part;

WHEREAS the Procuring entity invited Bids for certain goods] and has accepted a Bid by the Bidder  
for the supply of those goods in the sum of ..... [contract price in words and  
figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement via:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring Entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the Bidder as hereinafter mentioned, the Bid hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the Bidder in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Bidder in the presence of \_\_\_\_\_  
\_\_\_\_\_

**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)*

## PERFORMANCE SECURITY FORM

To .....  
*[name of Procuring entity]*

WHEREAS ..... *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... *[description of goods]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of ..... *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*