



NAIROBI CITY WATER & SEWERAGE COMPANY LTD.

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

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Email: info@nairobiwater.co.ke

www.nairobiwater.co.ke

CONTRACT No. NCWSC/26/2020

**SUPPLY & DELIVERY OF WATER
TANKS**

JANUARY, 2021

CLOSING DATE.....Friday 22nd January, 2021

CLOSING TIME.....12.00noon

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/26/2020 - SUPPLY & DELIVERY OF WATER TANKS

- 1.1 The Nairobi City Water and Sewerage Company Ltd invites sealed bids from eligible candidates for supply & delivery of water tanks as follows:
The detailed break down 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, on Kampala Road off Enterprise Road, Industrial Area Nairobi during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays).
- 1.3 A complete set of Bid documents may be obtained by interested candidates from the company's website; www.nairobiwater.co.ke and government portal tenders.go.ke Bidders **MUST** immediately email their name and contact details (company name, cell-phone number and email,) to: tenders@nairobiwater.co.ke for records, communication of any tender clarifications and addenda
- 1.4 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Tender Box at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi** or be addressed to **Nairobi City Water & Sewerage Company Ltd, Kampala Road, off Enterprise Road, P O Box 30656-00100, Tel 0703 080403, Nairobi, Kenya** so as to be received on or before 12.00pm on **Tuesday 8th December, 2020.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for one hundred and fifty (150) days from the closing date of the Bid.
- 1.6 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City Water and Sewerage Company Ltd Boardroom, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi**
- 1.6 This tender is only open to those who meet the requirements for eligibility
- 1.7 All pages must be serialized by the bidder for each bid submitted

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

FORM OF BID

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

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/26/2020 - SUPPLY & DELIVERY OF WATER TANKS** 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

Official Rubber Stamp

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

- 2.1.1 This Invitation for Bids is open to all Bidders eligible bidders. 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 relatives (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.
The Bid documents shall be obtained in soft copy from the procurement office or downloaded from the company website.
- 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) Tender securing Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) 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) Tender Security Declaration Form 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 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 shall be the amount stated in the appendix to instruction to tenderers.

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,**" **Friday 22nd January, 2021.**

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.

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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- Friday 22nd January, 2021.**

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 **Friday 22nd January, 2021** 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1.1	<i>Qualification requirements;</i> <i>* Be a registered corporate and must show proof of the same</i> <i>* Have the relevant trading license(s) in respect of the services to be supplied under this contract and copy of the same must be submitted with this bid.</i> <i>* 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 submission.</i> <i>* Have the financial capacity to undertake the assignment and show proof of the same</i>
2.1.3	<i>Pay special attention to the clause and ensure compliance</i>
2.1.4	<i>Pay special attention to the clause and ensure compliance</i>
2.2.1	<i>Bidder shall disclose the country of origin of the equipment.</i>
2.8.1	<i>Pay special attention to the clause and ensure compliance</i>
2.9.1	<i>Pay special attention to the clause and ensure compliance</i>
2.10.3	<i>The price shall be fixed for the entire period of the contract.</i> <i>Other items to be included in the costing and pricing:</i>
2.11.1	<i>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 mean rate of the Central Bank of Kenya on the date of Bid submission deadline.</i>
2.12	<i>Pay special attention to the clause and ensure compliance</i>
2.13	<i>Pay special attention to the clause and ensure compliance.</i>
2.14.2	<i>Bid security of Kes. 100,000.00 valid for 180 days.</i>
2.17	<i>Pay special attention to the clause</i>
2.18.1	<i>Bids must be received by 12.00 noon on Friday 22nd January, 2021.</i>
2.20.1	<i>Bids shall be opened immediately thereafter receipt on 12.00 noon Friday, 22nd January, 2021.</i>
2.23.1	<i>The source of the exchange rate shall be the mean rate of the Central Bank of Kenya on the date of Bid submission deadline.</i>
2.25	<i>Not applicable</i>
2.27.5	<i>Not applicable</i>
2.29.1	<i>Performance security shall be ten percent of the contract price.</i>
2.30.1	<i>Contract shall be commencing within 14 days after contract signing.</i>
2.4	EVALUATION CRITERIA Preliminary EVALUATION (All Are Mandatory) i. <i>Bidders shall prepare and submit two copies (marked clearly “ORIGINAL BID” and “COPY BID.</i> ii. <i>Offered Valid Bid Security from bank or from an Insurance Company approved by PPRA. The Bid security shall be not less than Kes 100,000/=</i> iii. <i>Bid Security Valid for 180 Days from date of Bid Opening.</i>

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

Technical evaluation-mandatory

- *Must provide a list of 5 (five) reputable clients with proven evidence of similar projects I,e attach lpo`s, contracts agreement, lso`s, recommendation letters etc*
- *Must be an authorized manufacturer or if a reseller provide the requisite Manufacture's Authorization;*
- *Must Respond to all the technical specification table 2.1*

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

Financial Evaluation:

The lowest Evaluated bidder shall be awarded the contract

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 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 3.5.1 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 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 0.5% per day 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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	<i>See the Technical Specifications.</i>
3.7.1	<i>Performance security shall be 1% of the total annual estimate quoted. The successful bidder shall submit the bond for every year.</i>
3.8	<i>Bidders are requested to pay special attention to this clause. Test shall be performed to every product supplied at the point of delivery and the Company (NWSC) may receive the items pending verification later but not more than seven calendar days from date of receipt. After the award, the bidder SHALL be required to submit samples for approval before the main delivery.</i>
3.9	<i>All goods under the contract shall be delivered in their original package and SHALL be new.</i>
3.10.1	<i>The awarded firm shall commence supplies immediately but not later than thirty (30) days from the date of signing the contract agreement. This is a two year tender and deliveries shall be based on issuance of an LPO.</i>
3.11	<i>Pay special attention to this clause</i>
3.12.2	<i>Terms of payment shall be 30 days from the date of the invoice.</i>
3.13	<i>Prices quoted shall be delivered prices to the various company stations within Nairobi County.</i>
3.14	<i>Pay special attention to the clause</i>
3.15	<i>Pay special attention to the clause</i>
3.16	<i>a) Within twenty eight (28) days b) Maximum Limit shall be twenty eight (28) days c) There shall be no compromise on this clause</i>
3.18.2	<i>The cost of arbitration shall be borne on a 50/50 basis</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Bidders are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Bidders must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The Bidders are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

PRODUCT SPECIFICATIONS

TECHNICAL SPECIFICATIONS TABLE 2.1

All bidders are required to indicate and respond to the requirements below:

S/No.	PRODUCT SPECIFICATIONS	TENDERER'S RESPONSE
1	Tank Capacity 10 000 lts (10m ³)	
2	Cylindrical shape	
3	Height 2100mm to 2600mm	
4	Diameter 2300mm to 2500mm	
5	Overall access manhole 400mm to 700mm	
6	Black in colour with our company logo embedded at the top	

7	Seamless tank made of 100% food grade with >2.3% stabilized polyethylene approved by FDA (USA) and safe storage of water	
8	25% carbon and UV stabilizer for withstanding the sun rays	
9	Made with LDPE/HDPE approved food grade polyethylene material that is inert, non-toxic and non-absorbent and with no impact on taste of water	
10	Able to withstand exposure to sunny and wet conditions of temperatures of up to 40C	
11	One piece homogenous structures moulding with no joints, without seams, joints or welds.	
12	Melt compounded polyethylene inside coating	
13	Tough and durable outer walls, resistant to moisture, chemicals, sunrays and electric current	
14	Lockable circular lid	
15	Warranty of 3 years	
16	Minimum 10 years' lifespan	
17	Branded (<i>Donated By: Nairobi City Water & Sewerage Company Ltd</i>) Using special paint - <i>duo print white mixed with catalyst</i>	
18	Delivery at Main store - Headquarters, Kampala Rd	

SECTION VI - PRICE SCHEDULE OF GOODS

Item	Description	Country of Origin	Quantity	Unit Price (Kes)	Sub Total Cost(Kes)
1.	Branded Water Tanks 10,000 Litres		110		
Add 16% VAT if applicable:-					
Grand Total to the Form of tender:-					
Amount in words: -					

Shortest Delivery Period:

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.
- 1.3 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.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business ,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kes.

Name of your bankers Branch

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

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

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.***

BID SECURITY FORM

Whereas [name of the Bidder]
(hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid]
for the 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]

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*]