



**NAKURU WATER AND SANITATION SERVICES COMPANY
LIMITED**

TENDER NO: NAWASSCO/19/2021/2022

**SUPPLY, DESIGN, PRODUCTION AND DELIVERY OF CORPORATE
BRANDED MATERIAL**

**NAKURU WATER AND SANITATION SERVICES COMPANY
LIMITED
P.O. BOX 16314
NAKURU**

CLOSING DATE; 29TH June 2021

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NAKURU WATER AND SANITATION SERVICES CO. LTD

TENDER NOTICE

TENDER NAME: SUPPLY, DESIGN, PRODUCTION AND DELIVERY OF CORPORATE BRANDED MATERIALS

The Nakuru Water & Sanitation Services Co. LTD now invites sealed bids from eligible candidates for the Supply, Design, Production and Delivery of Corporate Branded Materials for the financial year 2021/2022.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1000/= (Shillings One thousand only)** or downloaded from the company's website: **www.nakuruwater.co.ke**. **Free of charge.**

Completed tender documents in plain sealed envelopes marked with the tender number should be deposited in the **Company's Tender Box at the Company's offices located at Nawassco Plaza along Government Road Nakuru. Should be addressed to:**

Nakuru Water and Sanitation Services Co. Ltd
P.O. Box 16314
NAKURU
info@nakuruwater.co.ke

All hard copy tenders shall be opened thereafter in compliance with the Ministry of Health preventive measures and regulations by PPRA at the Company's Board Room, at the Company Offices, Nawassco Plaza along Government Road Nakuru in the presence of tenders' representative who choose to attend.

Nakuru Water & Sanitation Services Co. LTD is committed to the fight against Covid 19. All bidders must comply with all Ministry of Health preventive measures and regulations by PPRA

MANAGING DIRECTOR

SECTION 1 INSTRUCTION TO TENDERERS

1. Eligible Tenders

1.1 This Invitation for Tenders is open to all tenderers eligible as indicated in the invitation letter. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

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

2. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of tender, and Nakuru Water and Sanitation Services Co. Ltd, will in no case be responsible or liable for those costs, regardless of conduct or outcome of the tendering process.

3. The Tender Document

3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) General information
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Tender Security Form
- (vi) Contract Form
- (vii) Confidential Questionnaire

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

4. Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify the Nakuru Water and Sanitation Services Co. Ltd by email or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the company's email address indicated in the Invitation for tenders. The Nakuru Water and Sanitation Services Co. Ltd will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Nakuru Water and Sanitation Services Co. Ltd response

(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender document.

5. Amendment of Documents

5.1 At any time prior to the deadline for submission of tenders, the Nakuru Water and Sanitation Services Co. Ltd, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

5.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by cable, and such amendment will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Nakuru Water and Sanitation Services Co. Ltd, at its discretion, may extend the deadline for the submission of tenders.

6. Preparation of Tenders

6.1 Language of Tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Nakuru Water and Sanitation Services Co. Ltd., shall be written in English language, however, any printed literature furnished by the tenderer written in another language shall be accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

6.2 Any documents relating to the tender exchanged by the tenderer and Nakuru Water and Sanitation Services Co. Ltd. in addition to this document, shall form part of the tender document.

7. Documents Comprising the Tender

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

- a) Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.
- b) Documentary evidence established in accordance with paragraph 11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Documentary evidence established in accordance with paragraph 12 that the materials and services to be used by the tenderer for the services contract conform to the tender documents; and
- d) Tender security furnished is in accordance with paragraph 12 of this section.

8. Tender Form

8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed, a brief description of the services, and prices.

9. Tender Prices

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

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

9.3 Prices quoted by the tenderer shall be fixed during the Term of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 21.

10. Tender Currencies

10.1 Prices shall be quoted Kenya Shillings.

11. Tenderers Eligibility and Qualifications

11.1 Pursuant to paragraph 1 and 2 of section C, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender accepted.

11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the satisfaction of Nakuru Water and Sanitation Service Co. Ltd., that the tenderer has the financial and technical capability necessary to perform the contract.

12. Tender Security (Kindly Ignore)

12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Special Condition of Contract.

12.2 The tender security is required to protect the Nakuru Water and Sanitation Services Co. Ltd against the risk of Tender's conduct which would warrant the security's forfeiture, pursuant to paragraph 12.7

12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the Nakuru Water and Sanitation Services Co. Ltd and valid for thirty (30) days beyond the validity of the tender.

12.4 Any tender not secured in accordance with paragraph 12.1 and 12.3 will be rejected by the Nakuru Water and Sanitation Services Co. Ltd as non-responsive, pursuant to paragraph 20.

12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Nakuru Water and Sanitation Services Co. Ltd.

12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 28 and furnishing the performance security, pursuant to paragraph 29.

12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the Nakuru Water and Sanitation Services Co. Ltd on the Tender Form; or

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

(i) To sign the contract in accordance with paragraph 28

or

- (ii) To furnish performance security in accordance with paragraph 29.

13. Validity of Tenders

13.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Nakuru Water and Sanitation Services Co. Ltd, pursuant to paragraph 16 and 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

13.2 In exceptional circumstances, the Nakuru Water and Sanitation Services Co. Ltd may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

14. Format and Signing of Tender

14.1 The tenderer shall prepare **three copies** of the tender, clearly marking **ONE "ORIGINAL TENDER" and TWO "COPIES OF TENDER"** as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

15. Sealing and Marking of Tenders

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

15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Nakuru Water and Sanitation Services Co. Ltd at the following address:

The Managing Director

Nakuru Water and Sanitation Services Co. Ltd

P.O. Box 16314

NAKURU

info@nakuruwater.co.ke

(b) Bear **Tender**for.....and the words: “**DO NOT OPEN BEFORE,**” **29TH June 2021 at 10.00A.M.**

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

15.4 If the outer envelope is not sealed and marked as required by paragraph 15.2, the Nakuru Water and Sanitation Services Co. Ltd will assume no responsibility for the tender’s misplacement or premature opening.

16. Deadline for Submission of Tenders

16.1 Tenders must be received by the Nakuru Water and Sanitation Services Co. Ltd at the address specified under paragraph 15.2 not later than **29TH June 2021 at 10.00 a.m.**

16.2 The Nakuru Water and Sanitation Services Co. Ltd may, at its discretion, extend this deadline for the submission of the tenders by amending the tender documents in accordance with paragraph 4, in which case all rights and obligations of the Nakuru Water and Sanitation Services Co. Ltd and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Modification and Withdrawal of Tenders

17.1 The Tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Nakuru Water and Sanitation Services Co. Ltd prior to the deadline prescribed for submission of tenders.

17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 12.7.

Opening and Evaluation of Tenders

18. Opening of Tenders

18.1 The company may quarantine all hard tender documents in accordance to the time frames as indicated by the Ministry of Health and PPRA regulations

18.2 The Nakuru Water and Sanitation Services Co. Ltd will open all tenders thereafter in compliance with the ministry of health preventive measure and regulation by PPRA at the **Company’s Board Room, at the Company Offices, Nawassco Plaza along Government Road Nakuru in the presence of tenders’ representative who choose to attend.** The tenders’ representatives who are present shall sign a register evidencing their attendance.

18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Nakuru Water and Sanitation Services Co. Ltd, at its discretion, may consider appropriate will be announced at the opening.

18.4 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.

18.5 The Nakuru Water and Sanitation Services Co. Ltd will prepare minutes of the tender opening and the results communicated by email or any acceptable electronic means of communication

19. Clarification of Tenders

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

19.2 Any effort by the tenderer to influence the Nakuru Water and Sanitation Services Company Ltd in the its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

20. Preliminary Examination

20.1 The Nakuru Water and Sanitation Services Co. Ltd will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

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

20.3 The Nakuru Water and Sanitation Services Co. Ltd may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

20.4 Prior to the detailed evaluation, pursuant to paragraph 21, the Nakuru Water and Sanitation Services Co. Ltd will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Nakuru Water and Sanitation Services Co. Ltd's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

20.5 If a tender is not substantially responsive, it will be rejected by the Nakuru Water and Sanitation Services Co. Ltd and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

21. Evaluation and Comparison of Tenders

21.1 The Nakuru Water and Sanitation Services Co. Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 20.

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

21.3 The Nakuru Water and Sanitation Services Co. Ltd's evaluation of tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 21.4:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of contract.

21.4 Pursuant to paragraph 21.3 the following evaluation methods will be applied:

- (a) Operational Plan

The Nakuru Water and Sanitation Services Co. Ltd require that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the Nakuru Water and Sanitation Services Co. Ltd's required delivery time will be treated as non-responsive and rejected.

- (b) Deviation in payment schedule.

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

22. Contacting the Procuring entity

22.1 Subject to paragraph 19, no tenderer shall contact the Nakuru Water and Sanitation Services Co. Ltd on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

22.2 Any effort by a tenderer to influence the Nakuru Water and Sanitation Services Co. Ltd in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

23. Post-qualification

23.1 In the absence of pre-qualification, the Nakuru Water and Sanitation Services Co. Ltd will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

23.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 11.2, as well as such other information as the Nakuru Water and Sanitation Services Co. Ltd deems necessary and appropriate.

23.3.1 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Nakuru Water and Sanitation Services Co. Ltd will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

24. Award Criteria

24.1.1 Subject to paragraph 9, 21 and 26 the Nakuru Water and Sanitation Services Co. Ltd will award the contract to successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

25. Nakuru Water and Sanitation Services Co. Ltd's Right to Vary quantities

25.1 The Nakuru Water and Sanitation Services Co. Ltd reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

26. Nakuru Water and Sanitation Services Co. Ltd reserves it's the Right to Accept or Reject Any or All Tenders

26.1.1 The Nakuru Water and Sanitation Services Co. Ltd reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Nakuru Water and Sanitation Services Co. Ltd's action.

27 Notification of Award

27.1 Prior to the expiration of the period of tender validity, the Nakuru Water and Sanitation Services Co. Ltd will notify the successful tenderer in writing that its tender has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon the successful Tender's furnishing of the performance security pursuant to paragraph 29, the Nakuru Water and Sanitation Services Co. Ltd will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 12.

28. Signing of Contract

28.1 At the same time as the Nakuru Water and Sanitation Services Co. Ltd notifies the successful tenderer that its tender has been accepted, the Nakuru Water and Sanitation Services C. Ltd will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the Parties.

28 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Nakuru Water and Sanitation Services Co. Ltd.

29. Performance Security

29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Nakuru Water and Sanitation Services Co. Ltd.

29.2 Failure of the successful tenderer to comply with the requirement of paragraph 28 Or paragraph 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Nakuru Water and Sanitation Services Co. Ltd may make the award to the next lowest evaluated Candidate or call for new tenders.

30. Corrupt Fraudulent Practices

30.1 The Nakuru Water and Sanitation Services Co. Ltd requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy the Nakuru Water and Sanitation Services Co. Ltd: -

(a) Defines, for the purposes of this provision the terms set forth below 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 Nakuru Water and Sanitation Services Co. Ltd, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Nakuru Water and Sanitation Services Co. Ltd entity of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of contract

SECTION 2 GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- a) “The Contract” means the agreement entered into between the Nakuru Water and sanitation services Co. Ltd and the tenderer, as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the tenderer including materials which the tenderer is required to provide to the Nakuru Water and Sanitation Services Co. Ltd under the Contract
- d) “The Procuring entity” means the Nakuru Water and Sanitation Services Co. Ltd for the services under this Contract.
- e) “The tenderer” means the individual or firm providing the services under this Contract.

2. Application

2.1 The General Conditions shall apply in all Contracts made by the Nakuru Water and Sanitation Services Co. Ltd for the procurement of services.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the consumable materials and spares used for the provision of services were mined, grown or produced.

3.2 The origin of Materials is distinct from the nationality of the tenderer.

4. Standards

4.1 The services provided’ under this Contract shall conform to the standards mentioned in the technical Specifications.

5. Use of Contract Documents and Information

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

5.2 The tenderer shall not without the Procuring entity’s prior written consent make use of any document or information enumerated in paragraph 5.1 above

5.3 Any document, other than the Contract itself, enumerated in Paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity.

6. Patent Rights

6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of inferior patent, trademark, or industrial design rights arising from use of the services or any part thereof in the Procuring entity’s country.

7. Performance Security

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

- 7.1 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.2 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 located in Kenya or abroad, acceptable to Procuring entity, in the form provided in the tender documents.
- 7.3 The performance security will be discharged by Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract including any warranty obligations, under the Contract

8. Delivery and Documents

8.1 Delivery of the services shall be conducted by the tenderer in accordance with the terms specified by Nakuru Water and Sanitation Services Co. Ltd. in its schedule of requirements and the special conditions of contract.

9. Payment

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

10. Prices

10.1 Prices charged by the tenderer for Services performed under the contract shall not, with the exception of any price adjustments authorise the Special Conditions vary from the prices by the tender in its tender

11. Assignment

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

12. Termination for Default

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

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

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

13. Liquidated Damages

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

14. Resolution of disputes

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

14.1.1 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of the laws of Kenya shall apply.

15. Language and Law

15.1 Language of the contract and the law governing the contract shall be English language and the laws of Kenya respectively unless otherwise stated.

16. Force Majeure

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

SECTION 3 SPECIAL CONDITIONS OF THE CONTRACT

1. Applications

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

2. Tender Security (Kindly Ignore)

The tender security shall be in the amount of 2% of the tender sum in the form of a banker's cheque, cash, or a bid bond from a reputable bank or approved insurance by PPRA

3. Performance Security:

This sections are not applicable under this contract

4. Payment:

Payments will be made to the account of the candidate at least 30 days after the work has been certified by an Authorised Representative of the Company and an invoice specifying the amount due submitted and dully Authorised by a representative of the Company

5. Notices:

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to the authorised representative of the party specified below or when sent by registered mail or facsimile to such party at the address specified below: -

The Managing Director

Nakuru Water and Sanitation Company

P.O Box 16314, Nakuru.

info@nakuruwater.co.ke

6. Obligations of the Candidate

The candidate shall perform the Services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted Professional techniques and practices and shall observe sound management Practices and employ appropriate advanced technology and safe methods. The Candidate shall always act in respect of any matter relating to this contract or to the Services, as faithful advisers to the Client, or shall at all times support and Safeguard the Client's legitimate interests in any dealings with Sub-Candidates or third parties. The candidate shall be liable to the Client for loss damage suffered by the client arising from breach by candidates of this Clause in particular, the Candidate shall complete its services within the time allocated.

7. Prohibition of conflicting Activities

Neither the Candidate nor their Personnel shall engage, either directly or indirectly, during the term of this contract, any business or professional activities which would conflict with the activities assigned to them under this contract

8. Taxes and duties

The candidate and their personnel shall pay such taxes, duties fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the contract Price

9. Effectiveness of the contract

This Contract shall come into effect on receipt of the letter of Acceptance.

10. Commencement of services

The candidate shall begin carrying out the services immediately the date of Contract becomes effective, or such other earlier date as may be specified in the Contract.

11. Resolution of disputes

Arbitration will take place in Nakuru, Kenya in accordance with the rules and regulations published by Chartered Institute of Arbitrators (Kenya Chapter) Arbitration Rules as at present in force

12. Prices

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

SECTION 4 SCHEDULES OF REQUIREMENTS

TENDER NAME: TENDER NAME: SUPPLY, DESIGN, PRODUCTION AND DELIVERY OF CORPORATE BRANDED MATERIALS

1.0 APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
1.1	Tender is open to all interested registered firms in Kenya
4.0	A prospective tenderer requiring any clarification of the tender document may notify Nakuru Water and Sanitation Services Co. Ltd through info@nakuruwater.co.ke
10.1	Quotation should be in Kenya shillings or any other easily convertible foreign currency.
12.0	The tender security shall be in the amount of 2% of the tender sum in the form of a banker's cheque, cash, or a bid bond from a reputable bank or approved insurance by PPRA and valid for 30 days beyond the tender validity period (Kindly Ignore)
13.0	Tender validity shall be 120 days from the date of opening
14.0	Bidders shall provide 1 ORIGINAL copy of the tender document clearly marked Original and TWO Other Copies marked COPY and all paginated/serialized and placed in one envelope. Tender reference and closing date must be quoted on the envelope. All pages of submitted documents must be serialized/paginated
15.0	Bulky tenders which will not fit in the tender box shall be received and recorded at the Procurement Office
16.0	Deadline for Submission of Tenders shall be 29th June 2021 at 10.00 a.m. , the tenders shall thereafter be opened in compliance with the Ministry of Health preventive measures and regulations by PPRA at the Company's Board Room, at the Company Offices, Nawassco Plaza along Government Road Nakuru in the presence of tenders' representative who choose to attend
18.0	The company may quarantine all hard tender documents in accordance to the time frames as indicated by the Ministry of Health and PPRA regulations
19.0	Any clarifications about a tender shall be done through info@nakuruwater.co.ke
21.0	Evaluation of the tenders shall be done using the criteria set out in the document.

The following evaluation criteria shall be followed

2.0 EVALUATION CRITERIA

NAWASSCO will consider the following three categories of criteria to evaluate the tenders and tenderers.

- a) Mandatory tender requirements
- b) Technical capability assessment including due diligence where applicable
- c) Financial Evaluation

2.1 MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

Evaluation stage	Requirement	Remarks
Preliminary Evaluation	<p>Bidders shall be evaluated - Based on submission of the required requisite documents i.e. statutory and recommendation letters that will ascertain delivery of similar goods</p> <p>In this respect the following documents are mandatory and copies of these documents should be submitted: -</p> <ul style="list-style-type: none"> -Certificate of Registration/Incorporation (attach copy) -VAT certificate (attach copy) -PIN certificate (attach copy) -Prove of ETR compliance (attach proof) - Valid/ current Tax Compliance certificate/Exemption Certificate (attach copy) - Current and valid Business licence (attach copy) -Physical location of business premises (See business questionnaire, attach proof) -Must provide a self-written, signed and stamped declaration that they will not engage in any corrupt practice - Must provide a self-written, signed and stamped declaration that the bidder or his or her sub-contractors are not debarred from participating in Public Procurement - Recommendation letters <p>N/B</p> <p>It is also a requirement that the tender form, the business questionnaire and the declaration form is properly filled, signed and submitted. Additionally, the tender document should be properly bound and paginated.</p>	Note Bidders shall not proceed to the next evaluation stage if these documents are not submitted.
Technical	Bidders are required to read clearly the technical specifications and comply with the specifications and where necessary provide brochures, product literature, registers and reports to confirm compliance to the schedule of requirements, the pass mark shall be (70 marks)	Note: Documents that fail to comply with the requirements of the technical specification shall be treated as non-

		responsive
Financial	The lowest evaluated bid shall be the bid that meets the technical evaluation and has the lowest price among the other bids. Total 30 Marks	

2.1 DETAILED TECHNICAL EVALUATION

ITEM	DESCRIPTION	TOTAL MARKS
Have a signed agreement as a local certified service provider or certified by a manufacturer to act as local service provider (Attach Proof)		10MKS
Experience of the bidder related to the assignment	Provide at least 6 documentary evidence in form of LPOs, award letters or contracts to which the company has offered similar services in the last three (3) years. Each evidence @5, max 30 points = 30	30MKS
Years of experience	Number of years doing similar services. Each year of experience@2 mks, max. point = 10	10mks
Financial capability	Audited Accounts for Audited Accounts for 2020, 2019 and 2018. Each year @ 5 = 15 mks	15mks
Credit Period: Indicate Credit Period willing to offer - 90 Days (15) - 60 Days (8) - 30 Days (4) - Less than 30 days (3)		15mks
Demonstrate availability of technical support and service staff (Attach CV's).	Provide CV's for at least 4 technical staff. Each staff @ 5 = 20 mks	20mks
TOTAL MARKS		100 MKS

2.3 FINANCIAL EVALUATION

The lowest evaluated bid shall be the bid that meets the technical evaluation and has the lowest price among the other bids. Bidders are required to fill the price schedule below

	DESCRIPTION OF MATERIALS	UNIT OF ISSUE	UNIT PRICE
1.	Biro Pens (blue, black and red.)	No	

2.	Executive Pens	No	
3.	Pencils (HB)	No	
4.	Ruler	No	
5.	Business card holder	No	
6.	Lanyards and Name tags	No	
7.	Complimentary slips	No	
8.	Folders	No	
9.	Envelopes Brown A4, A5, B4	No	
10.	Envelopes Brown Bankers	No	
11.	Envelopes Brown C3	No	
12.	Stickers	No	
13.	Banners	No	
14.	Flyers	No	
15.	NAWASSCO calendars	No	
16.	NAWASSCO Posters	No	
17.	NAWASSCO Diaries	No	
18.	Mouse pads, Backdrops, Note Pads	No	
19.	Gift bags	No	
20.	Back packs	No	
21.	Branded T-shirts/Polo shirts	No	
22.	Meter Readers half jackets-Tetrex Fabric	No	
23.	Motorcycle complete riding gear	No	
24.	Drivers complete suits and shirts	No	
25.	Branded Long sleeved men's shirts	No	
26.	Branded ladies blouses	No	
27.	Jackets, ties, scarf's	No	
28.	Executive shirts	No	
29.	Caps	No	
30.	Umbrellas (short/long)	No	
31.	Key holders	No	
32.	Cups, mugs and glasses	No	
33.	USB sticks and hard disks	No	
34.	Bags including Conference bags	No	
35.	Wrist bands	No	
36.	Flags	No	
37.	Tape for packaging	No	
38.	Badges/buttons	No	
39.	Field Notebooks	No	
40.	Shorthand notebooks A5	No	
41.	Water Dispenser bottles	No	
42.	Water Bottles	No	

43.	Wall Branding	No	
44.	Vehicle and motorbike Branding	No	

N/B

1. Prices must be net including VAT and delivery charges to Nakuru
2. The contractor shall also be able to provide a range of executive gifts for NAWASSCO's guests and special events. These materials will be purchased in smaller quantities and should display logos, slogans, contact details or internet addresses or any other corporate graphic image. NAWASSCO is seeking prestigious, superior and mid-range items in the areas listed below:
 - i. Leather goods
 - ii. Crystal/glassware
 - iii. Metal/gold/silver goods (business card holders, etc.)
 - iv. Craft and decorative items, geographic maps and other typical official gifts
 - v. Textiles and fashion accessories
3. Samples of previous (similar or relevant) works undertaken should be provided

STANDARD FORMS

FORM OF TENDER

Date _____

Tender No. _____

To: _____
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [Insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... (Insert equipment description) in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

TENDER SECURITY FORM

Whereas [Name of the tenderer] (Hereinafter called "the tenderer") has submitted its tender dated [Date of submission of tender] for the supply, installation and commissioning of [Name and/or description of the equipment] (Hereinafter called "the Tender") 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 tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender 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 tenderers;

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

[Signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

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 tenderer] of [City and country of
tenderer] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for
the supply of those goods in the sum of [Contract price in words and figures]
(Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To [*Name of procuring entity*]

WHEREAS [*Name of tenderer*] (Hereinafter called “the tenderer”) 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 tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, 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 tenderer 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*]

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To [*Name of procuring entity*]

[*Name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*Name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*Amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*Amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*Date*].

Yours truly,

Signature and seal of the Guarantors

[*Name of bank or financial institution*]

[*Address*]

[*Date*]

MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS *[Name of the manufacturer]* who are established and reputable manufacturers of *[Name and/or description of the goods]* having factories at *[Address of factory]* do hereby authorize *[Name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[Reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

NAKURU WATER AND SANITATION SERVICES CO. LTD CONFIDENTIAL QUESTIONNAIRE FORM

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor			
Your name in full			Age
Nationality	Country of origin		
(a) Citizenship details	.....	
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
(a) .....	.....	
(b) .....	.....	
(c) .....	.....	
(d) .....	.....	
Part 2 (c) – Registered Company			
Private or Public	.....	

State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
	Name	Nationality	Citizenship Details
Shares			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....
Date		Seal/Signature of Candidate	
.....			

DECLARATION

I hereby certify that the information provided is true and if established to be false may lead to my dis-qualification.

Name Tenderer..... Address.....

Name of witness..... Address

Signature of Tenderer.....

Date.....

AFFIX COMPANY STAMP

