

# REPUBLIC OF KENYA



## MINISTRY OF ENERGY

**KAWI HOUSE, BUILDING  
P.O. BOX 30582 –00100 NAIROBI**

**TENDER No. MOE/ONT/02/2020-2021 FOR  
SUPPLY, INSTALLATION, TESTING AND  
COMMISSIONING OF 62No. PREFABRICATED  
DOMESTIC 8-10M<sup>3</sup> BIOGAS PLANTS USING COW  
DUNG**

***ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS  
TENDER DOCUMENTS IN ITS ENTIRETY BEFORE MAKING  
ANY TENDER***

**OCTOBER, 2020**

***(In support of BIG FOUR AGENDA)***

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## 1 SECTION I

## INVITATION TO TENDER

**TENDER REF NO: MOE/ONT/02/2020-2021  
FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 62No.  
PREFABRICATED DOMESTIC 8-10M3 BIOGAS PLANTS USING COW DUNG.**

The Ministry of Energy invites sealed tenders from eligible candidates to undertake Supply, Installation, Testing and Commissioning of 62No. Prefabricated Domestic 8-10m3 biogas plants, using cow dung as the feedstock. The works will be carried out in three (3) lots spread in four (4) counties, as shown below: -

Lot 1. - 28 No. (Makueni)

Lot 2. - 18 No. (Siaya & Busia)

Lot 3 - 16 No. Narok

**Bidders can tender for one or more lots but the lowest evaluated most responsive bid in each lot will be recommended for award.**

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at Head of Supply Chain Management Services, Ministry of Energy, Kawi House Block A on 1<sup>st</sup> floor Supply Chain Management Office during normal working hours.
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kenya Shillings One Thousand (1,000.00) *in* cash at Mezzanine floor, cash office Kawi House
- 1.3 The document may also be downloaded free of charge from IFMIS Suppliers portal [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) and/or Ministry of Energy website: [www.energy.go.ke](http://www.energy.go.ke) . Bidders who download the tender document must arrange to register with the Supply Chain Management Office their particulars including the company name, postal, physical, and telephone address for the purposes of receiving any further tender clarifications and /or addendum if need be.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 The tender documents Must be paginated.
- 1.6 A proposed Works Programme **MUST** be submitted
- 1.7 The tender Security to be submitted is Two (2) percent of the total value of the Tender Sum and should be in form of a bank guarantee from a bank recognized by Central Bank Kenya or an insurance guarantee from a firm approved by Public Procurement Regulatory Authority.
- 1.8 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the Ministry of Energy, Kawi House Block A, 1<sup>st</sup> Floor or be addressed to

Principal Secretary,

*“Ministry of Energy, Domestic Biogas Program”*

Ministry of Energy,  
Kawi House  
P.O. Box 30582-00100  
Nairobi

So as to be received on or before 17<sup>th</sup> November, 2020 at 10:00 am East African Time.

- 1.9 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Ministry of Energy, P.O. Box 30582-00100 – Board Room on 3<sup>rd</sup> floor, Kawi House.

**Head, Supply Chain Management Services**  
**For: PRINCIPAL SECRETARY, MINISTRY OF ENERGY**

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## **SECTION II**

## **INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

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

### **2.2 Eligible Equipment**

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **2.3 Cost of Tendering**

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Ksh 5000.00

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.4 Contents of Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (xv) Request for Review Form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender

not substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in the rejection of its tender.

## **2.5 Clarification of Tender Documents**

- 2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Tender Documents**

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained the tender 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 tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

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



## **2.8 Documents Comprising the Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components.
- (a) a Tender 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 2.12 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 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14
  - (e) Confidential Business Questionnaire

## **2.9 Tender Form**

- 2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
  - (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
  - (iii) installation charges shall also be indicated separately for each equipment
- 2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

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

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer'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 Tender Document**

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

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment to the tender 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 equipment
- 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 equipment for a period of two (2) years, following commencement of the use of the equipment 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 commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer 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 tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, 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 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding two percent (2%) of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

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

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 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 Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - b) in the case of a successful tenderer, if the tenderer fails:
    - i) to sign the contract in accordance with paragraph 2.27  
or
    - ii) to furnish performance security in accordance with paragraph 2.28
  - c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.15 Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

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

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

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

## **2.17 Sealing and Marking of Tenders**

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN before Tuesday 17<sup>th</sup> November, 2020 at 10:00 am East African Time.

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

2.17.4 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 tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than 17<sup>th</sup> November, 2020 at 10:00 am East African Time.

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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

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

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 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 Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

## **2.20 Opening of Tenders**

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend,

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

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

- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination and Responsiveness**

2.22.1 The Procuring entity 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.

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

2.22.3 The Procuring entity 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 effect the relative ranking of any tenderer.

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

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

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

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



(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.7 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.25 Contacting the Procuring Entity**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.26 Award of Contract**

### **(a) Post-Qualification**

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

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

**(b) Award Criteria**

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

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

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

**(c) Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tender or tenderer of the grounds for the procuring entity's action

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

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

2.26.9 A tenderer who gives false information in the tender document about his 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.

## **2.27 Notification of Award**

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

2.26.11 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.26.12 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

## **2.28 Signing of Contract**

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

2.26.14 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.15 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.26.16 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.26.17 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

### **3 APPENDIX TO INSTRUCTIONS TO TENDERERS**

#### **Notes on the Appendix to the Instructions to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><b>THE CONTRACT NUMBER AND NAME OF THE PROPOSED WORKS</b>  <b>TENDER No. MOE/E/ONT/02/2020-2021 FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 62No. PREFABRICATED DOMESTIC 8-10M3 BIOGAS PLANTS USING COW DUNG.</b>  <b>The Tender consist of installation of biogas digester, gas conveyance and a two burner biogas cooker.</b></p>
2.1	This Invitation for Tenders is open to all tenderers with the necessary technical and financial capacity.
2.3	Cost of tendering is a non-refundable fees of Ksh1,000.00 in cash.
2.5	A Tenderer making inquiry of the Tender Document may notify the procuring entity in writing by post or hand delivery only
2.6	The Procuring Entity may modify the tender documents by issuing an addendum. A prospective Tenderer having obtained the Tender document will be notified of any amendment by either post or print or electronic media.
2.7	The language used in all correspondences shall be English language
2.10	<p>a) Prices indicated on the Price Schedule shall be the cost of the services quoted including all VAT and other taxes payable.</p> <p>(b) Prices quoted by the tenderer shall remain fixed during the term of the contract.</p> <p>(c) There will be no price variation allowed.</p>
2.11	The total cost of supply, construction, installation, testing and commissioning will be in Kenya Shillings.
2.14	The Amount of tender Security is Two percent (2%) of the total value of the Tender sum, Valid for at least 150 days from the tender opening date
2.15	Tender shall remain valid for 120 days from the tender opening date. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive

**Evaluation Criteria**

The evaluation criteria will be three-fold comprising Preliminary/mandatory requirements; Technical and Financial

**(A) MANDATORY REQUIREMENTS: FOR PRELIMINARY EVALUATION**

- 1 Signed and stamped Certificate of Incorporation of Business / Certificate of registration of business
- 2 Valid Tax Compliance Certificate
- 3 Form of tender duly filled, signed, and stamped
- 4 Confidential Business Questionnaire duly filled, signed and stamped
- 5 Current Business permit and office location: Should have a physical address.
- 6 Manufacturer authorization certificate where the tenderer is not the manufacturer of the biogas unit and /or the brochure.
- 7 Bid Security **MUST** be: -
  - (i) Provided in the form of Bank Guarantee from a reputable bank recognized by Central Bank of Kenya or Insurance guarantee from a company as may be approved by the Public Procurement Regulatory Authority.
  - (ii) Equivalent to 2% of Tender sum
  - (iii) Valid for at least 150 days from the tender opening date
- 8 A proposed Works Programme **MUST** be submitted indicating the schedule of activities and the time frame.
- 9 Provide a brochure of the biogas unit.
- 10 Directors/Partners/proprietors of bidding firms should submit certified copies of their national ID cards /Passports.
- 11 Copies of the tender Must be submitted in two (2No.) sets – Original and (1) duplicate.

**Note**

Failure to meet the above preliminary requirements will lead to automatic disqualification and the tenderer will not proceed to the next stage of evaluation

**(B) THE TECHNICAL EVALUATION CRITERIA WILL BE AS FOLLOWS**

	<b>Specifications</b>	<b>Requirements</b>	<b>Maximum Marks</b>
1	Key Personnel	Supervisor being a holder of degree or diploma in relevant field with at least 3 years' experience	10
		Supervisor- with experience in biogas installation	10
		Technician – Two (2No.) trained on biogas plants construction and having experience of; <ul style="list-style-type: none"> <li>• At least 3 years ..... 20 marks</li> <li>• At least 1 year ..... 10 marks</li> </ul>	20
2	Schedules of on-going projects	Provide Schedule of ongoing contracts and attach evidence of award of at least two contracts. – 2.5 marks for each contract upto a maximum of 5 marks	5
3	Contracts completed in the last five years	Three (3No.) biogas related projects with evidence of; <ul style="list-style-type: none"> <li>• Similar nature and magnitude ..... 5 marks each</li> <li>• Similar nature but lower magnitude 2 marks each</li> </ul>	15
4	Audited Financial reports for at least 2 years turnover	Average annual turnover equal to or greater than; <ul style="list-style-type: none"> <li>• Contract sum ..... 10 marks</li> <li>• 50% contract sum ..... 5 marks</li> </ul>	10
5	Evidence of financial resources (Cash in hand, lines of credit, overdraft facility etc.)	Has financial resources; <ul style="list-style-type: none"> <li>• Equal to or above the contract sum ..... 20 marks</li> <li>• Equal to at least 25% of the contract sum ... 10 marks</li> </ul>	20
5	Brochure of the biogas unit	A brochure of the biogas unit must be provided indicating specifications of the biogas unit. Manufacturer authorization must be provided if the tenderer is not the manufacturer of the biogas unit and/or the brochure.	10
<b>The maximum allowable score is</b>			<b>100</b>

**Note.**

Qualified Supervisors must possess at least a Diploma in Civil or Mechanical or Agricultural Engineering or Building and construction with at least 3 years practical experience in Civil /Mechanical / Building construction /installation works (**Signed CV's of the Supervisor and copies of Certificates MUST be submitted. The copies MUST be certified by a notary of Public/Commissioner of Oaths**)

Qualified Technicians must present signed CV's and copies of Certificates. Must have at least one years of relevant experience. Lack of proven experience in prefabricated biogas of both the technician and supervisor will lead to disqualification

**Only those bids having a score of 70% and above will be considered for financial evaluation.**

**C) Financial Evaluation**

Bidders can tender for one or more lots but the lowest evaluated most responsive bid in each lot will be

recommended for award

**Note:** That in the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.

### **Site Visit**

The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.

There will be NO advance payment.

Prices quoted shall include **14% VAT**. In accordance with Government policy, **3% Withholding Tax and 6% VAT** shall be deducted from all payments made to the Contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA).

### **Post qualification:**

Due diligence may be carried out by the Ministry of Energy to ascertain that the information provided is correct. Any incorrect information provided will amount to immediate disqualification of the tenderer



### SECTION III:

### GENERAL CONDITIONS OF CONTRACT

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## **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 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer 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 Tenderer’ means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.1.2 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Country of Origin**

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

3.1.4 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

3.1.5 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

- 3.1.6 The Candidate 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 tenderer in the performance of the Contract.
- 3.1.7 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.1.8 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 Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

- 3.1.9 The tenderer shall indemnify the Procuring entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

- 3.1.10 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.1.11 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.1.12 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
- a) Cash
  - b) Bank guarantee
  - c) Such insurance guarantee approved by the Authority
  - d) Letter of credit
- 3.1.13 The performance security will be discharged by the Procuring entity and returned to the Candidate not late 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

### **3.8 Inspection and Tests**

- 3.1.14 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.1.15 The inspections and tests may be conducted in the premises of the tenderer. 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.
- 3.1.16 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.1.17 The Procuring entity's right to inspect, test and where necessary, reject the equipment after the equipment arrival and installation 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.
- 3.1.18 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

- 3.1.19 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.1.20 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**

- 3.1.21 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.1.22 The equipment 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**

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

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

### **3.13 Prices**

3.1.25 Prices charged by the tenderer for equipment delivered and installation 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 tenderer in its tender.

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

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

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

### **3.14 Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for Default**

- 3.14.2 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract
  - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.14.3 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 tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

### **3.17 Liquidated Damages**

- 3.14.4 If the tenderer fails to deliver and/or install any or all of the items 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 delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

- 3.14.5 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
- 3.14.6 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.19 Language and Law**

- 3.14.7 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

## **3.20 Force Majeure**

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

## **3.21 Notices**

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

## **SPECIAL IV**

## **SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
- (a) Information that complement provisions of Section III must be incorporated and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

## 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
3.7	Performance Security of 10% of tender Sum in form of bank guarantee recognize by Central Bank of Kenya
3.10	The <b>contract</b> will run for a <b>period of 20 weeks</b> from the date of signing the contract i.e. <b>(20 weeks of installation and test running)</b>
3.12	Payment will be made through certificates to the Contractor. All payments will be less retention as specified in the Conditions of Contract. Payment will be done as per percentage of the work done. No payment shall be made until an inspection has been carried out by the inspection and acceptance committee and a report produced on the same There will be no advance payment
3.18	<b>Dispute Resolution</b> In the event of a dispute, controversy or claim arising out of or in connection to this contract or breach, termination or invalidity thereof shall first refer the dispute to mediation under the <b>Nairobi Centre for International Arbitration</b> (Mediation) rules.  If the dispute has not been settled pursuant to the said rules within thirty days following the filing of the request for mediation or within such other period as the parties may agree in writing. Such dispute will be referred to and finally resolved by arbitration administered by the <b>Nairobi Centre for International Arbitration</b> (NCIA) under the NCIA Arbitration Rules in force.
3.20	The applicable law shall be the laws of Kenya

### Definition of Terms

Throughout these contract documents units of measurements, terms and



expressions are abbreviated and wherever used hereinafter and in all other documents they shall be interpreted as follows:

- i) **Employer:** The term “**Employer**” shall mean **Principal Secretary Ministry of Energy, P.O. Box, 30582 Nairobi.**
- ii) **Engineer:** The term “**Engineer**” shall mean **Senior Principal Superintendent Engineer, Ministry of Energy.**
- iii) **Contractor:** The term “**Contractor**” shall mean the firm or company appointed to carry out the Works and shall include his or their heir, executors, assigns, administrators, successors, and duly appointed representatives.
- iv) **Contract Works:** The term “**Contract Works**” shall mean all or any portion of the work, materials and articles, whether the same are being manufactured or prepared, which are to be used in the execution of this contract and whether the same may be on site or not.
- v) **Contract Drawings:** The term “**Contract Drawings**” shall mean those drawings required or referred to herein and forming part of the Bills of Quantities.
- vi) **Working Drawings:** The term “**Working Drawings**” shall mean those drawings required to be prepared by the Contractor as hereinafter described.
- vii) **Record Drawings:** The term “**Record Drawings**” shall mean those drawings required to be prepared by the Contractor showing “as installed” and other records for the Contract Works.

**Abbreviations:**

- **CM** shall mean **Cubic Metre**
- **SM** shall mean **Square Metre**
- **LM** shall mean **Linear Metre**
- **M** shall mean **Metre**
- **LS** shall mean **Lump Sum**

*“Ministry of Energy, Domestic Biogas Program”*

- **mm** shall mean **Millimetres**
- **No.** shall mean **Number**
- **Kg.** shall mean **Kilogramme**
- **KEBS** shall mean **Kenya Bureau of Standards**
- **BS** shall mean. **Current standard British Standard Specification published**
- **by the British Standard Institution, 2 Park Street, London W1, England**

“**Ditto**” shall mean the whole of the preceding description in which it occurs. Where it occurs in description of succeeding item it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.

### **Execution of the Works**

The works shall be carried out strictly in accordance with:

- a) All relevant Kenya Bureau of Standards Specifications.
- b) All relevant British Standard Specifications and Codes of Practice (hereinafter referred to as B.S. and C.P. respectively).
- c) These Specifications.
- d) The Contract Drawings.
- f) The Engineers Instructions.

The Contract Drawings and Specifications to be read and construed together

### **Variation**

No alteration to the Contract Works shall be carried out until receipt by the Contractor of written instructions from the Project Manager.

Any variation from the contract price in respect of any extra work, alteration or omission requested or sanctioned by the Engineer shall be agreed and confirmed in writing at the same time such variations are decided and shall not affect the validity of the Contract.

Schedule of Unit Rates shall be used to assess the value of such variations.

No allowance shall be made for loss of profit on omitted works.

### **Contingency Sums**

A specialist Contractor may be nominated by the Project Manager to supply and/or install any equipment covered by the contingency sums contained within the Contract documents.

The work covered by contingency sums may or may not be carried out at the discretion of the Project Manager.

The whole or any part of these sums utilized by the Contractor shall be deducted from the value of the Contract price when calculating the final account

## SECTION V

## SCHEDULE OF REQUIREMENTS AND PRICES

### Notes on Schedule of Requirements and Prices that

#### A) EMPLOYER

Name: **Government of The Republic of Kenya**

**Represented By: -**

**Principal Secretary, Ministry of Energy,**

Address: **P.O. Box 30582 - 00100, NAIROBI.**

Name of Employer's Representative: **Secretary, Renewable Energy**

Address: **P.O. Box 30582 – 00100, NAIROBI.**

#### B) CONTRACT NAME

The name (and identification number) of the Contract is Tender No. MOE/ONT/02/2020-2021 **Supply, installation, Testing and commissioning of 62no. 8-10m3 Prefabricated Domestic Biogas plants using cow dung**

#### C) CONTRACT DURATION AND LOCATION

i) Duration of the contract will be **20 weeks of installation and testing.**

ii) The Start date shall be **as stated in the Letter of Acceptance**

iii) The Intended Completion Date for the whole of the Works shall be **as stated in the letter of acceptance and Contract Agreement.**

iv) The Site Possession Date shall be **as stated in the letter of acceptance.**

v) The Site is located at various individual farms in different counties, as per the list provided at the end of this document. The Defects Liability Period is **12 Months** from practical completion date.

vi) There will be no advance payment

**SECTION V**

**SCHEDULE OF REQUIREMENTS AND PRICES**

**MATERIALS REQUIRED FOR THE 8-10M<sup>3</sup> BIOGAS DIGESTER**

**NB.** Please note the biogas kit should include a minimum of the list of items. The total cost of each biogas plant includes transportation, installation and training of the farmer on operation and maintenance of the biogas.

No	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTIT Y	UNIT COST (KSH)	TOTAL (KSH.)
1	Supply and installation of prefabricated biogas digester kit of 8-10 m <sup>3</sup> complete with all fittings and accessories as may be necessary as listed: - Digester bag complete with inlet, outlet and gas line piping and fittings, water traps, twin burner cooker and controls	package	1		
2	Allow one (1) bill board at entrance of the beneficiary –farm. Metallic plate 0.75mx0.6m with metal stands and frame, with wording as directed by the project engineer	pc	1		
3	Allow branding of the digester (permanent, clear and eligible) with the words “Sponsored by the Ministry of Energy”. Details of contractor also to be included but in smaller prints	pc	1		
4	Supervision by Energy Centres per each digester	Item	1		10,000
<b>AVERAGE TOTAL COST PER UNIT</b>					

**Lot Total = Average Total Cost Per Unit digester x Number of digesters in that lot = Kshs .....**

Authorized Official: \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SECTION VI

## TECHNICAL SPECIFICATIONS

### 6.1 GENERAL

- 6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 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
- 6.1.4 The tenderers 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

## SECTION VI

## TECHNICAL SPECIFICATIONS

### 6.2 PARTICULARS

The Tender consist of Supply and installation of prefabricated UV resistant geo-membrane biogas digester kit of 8-10 m<sup>3</sup> complete with all fittings and accessories as may be necessary as listed but not limited to: - Digester bag complete with inlet, outlet and gas line piping and fittings, water traps, twin burner cooker and controls, and takes into account of the following: -

- Gas line piping to be PPR
- Includes transportation and installation cost.
- Includes after sale services for a period of one year after installation and a twelve (12) months warranty of total replacement or buy back.
- Includes protection from weather,
- Includes end user training on operation and maintenance as well as bio slurry use and management.
- Location of installation of the digester to be as close to the dung out flow from the zero grazing unit as possible to ease labour on feeding of digester

## LIST OF BENEFICIARIES BY LOTS

### LOT 1 – MAKUENI COUNTY – (28 No.)

	Name of Farmer	Id. No	Cell Phone Number	Sub-County	Ward	Village	Distance From County Hqtrs
1.	Mrs.Monica Musau	4943653	0712453937	Mbooni-East	Kiteta-Kisau	Kee	48
2.	Ms. Felister N. Kimeu	24822566	0721124716	Mbooni-East	Kiteta-Kisau	Kee	45
3.	Ms.Jacinta M. Muendo	27063241	0713023622	Mbooni-West	Tulimani	Kyuu	60
4.	Mr.Benson K. Nzioka	2981004	0711993910	Mbooni-West	Tulimani	Mbanya	70
5.	Mr.Josephat Kivuva	11202212	0711571253	Mbooni-West	Tulimani	Kasola	65
6.	Mr.Francis Maingi	5057792	0719214769	Kathonweni	Mwania	Kwanzula	32
7.	Ms.Susan Munyeke	7806142	0722996792	Kilome	Kasikeu	Bonden	80
8.	Mr.Joseph K. Mulinge	13762393	0726886002	Mbooni-West	Mbooni	Ukanga	50
9.	Ms.Emily Mueni	13792042	0721567799	Makueni	Kilili/Nzau	Matiliku	30
10.	Mr.Martin Mutisya	7794407	0722780253	Mbooni-East	Waia/Kako	Linga	20
11.	Mr.Wellington M. Mayoli	22778634	0725668375	Kilome	Kasikeu	Kitheini	30
12.	Mr.Reuben M. Kimeu	14716891	0734479607	Kilome	Kiima Kiu/ Kalanzoni	Itumbule	60
13.	Mr.Alphonse K. Mbindyo	4441200	0708425248	Mbooni-East	Kalawa	Mbukoni	40
14.	Felix M. Mwangangi	13267265	0727672227	Mbooni-West	Mutitu	Ithanga	70kms
15.	Ms. Agrippina M. Maingi	8990873	0719848353	Mbooni-East	Athi	Kwa Malenge	84kms
16.	Ms.Florence N.Muli	786475	0710384199	Mbooni-West	Uthiuni	Itaani	98kms
17.	Mr.Aristah M.Vundi	11017862	0733572604 0707536832	Nzau	Mbitini	Ngilani	48kms
18.	Ms.Zipporah M.Kyalo	28432615	0704934456	Mbooni-West	Tulimani	Kisyani	72kms
19.	Mr. Daniel K.Matavo	22653528	0723569936	Mbooni-West	Tulimani	Mbanya	65kms
20.	Mr. Wilfred M.Nzioka	24304280	0718492222	Nzau	Kilili	Kathatu	25kms
21.	Syokau K.Mbuvi	16085340	0718160310	Nzau	Kilili	Syaolwe	38kms
22.	Philiph M.Wambua	16112774	0723281811	Kiteta-Kisau	Kiambwa	Kasyelia	78kms
23.	Stephen K..Matilu	11646881	0711380028	Mbooni-West	Kithungo/Kitundu	Kisuvioni	65kms
24.	Jackson Katei Daniel	11646840	0722295192	Mbooni-West	Kithungo/Kitundu	Woyani	78kms
25.	Jacob Mulwa	23305479	0725652888	Kaiti	Ukia	Utaati	42kms
26.	Titus Kituyu	27060590	0728093426	Kibwezi East	Thange	Soko Moko	70kms
27.	Godfrey Mwongela	28290983	0700279202	Kibwezi East	Thange	Metava	82kms
28.	Peter Mukeku	3363342	0722992679	Kaiti	Kaiti	Kisengani	38kms

### LOT 2 – SIAYA AND BUSIA COUNTIES (18 No.)

#### SIAYA COUNTY

	Name	Id No.	Tel	County	Sub-County	Village	Dist from HQ
1	Hellen Michael Odhiambo	6125035	0718392208 / 0722389038	Ugenya	West Ugenya	Karadolo	45
2	Andrew Adallah	22779366	0720818120	Ugenya	North Ugenya	Yuaya	20
3	Phelesia Auma Omondi	0361542	0723035656	Gem	Sidindi	Sigulu	60
4	Richard Tutah	11671019	0721729050	Ugunja	Ugunja	Ligega	45
5	Mildred Auma Adhiambo	20577929	0728860767	Ugenya	East ugenya	Bumagunda	40

*“Ministry of Energy, Domestic Biogas Program”*

6	David Peter Ochieng	9286625	0722336542	Ugenya	North Ugenya	Janja	20
7	Aineah Ayamba Opiyo	2869683	0722613282	Gem	Sidindi	Sikang	45
8	Peter Oloo Omoth	0103060	0721816086	Alego Usonga	Baragulu	Karemo	6
	<b>BUSIA COUNTY</b>						
9	Thomas Mulanda Odeki	7980787	0720741941	Matayos	Matayos South	Nyayo Road	18
10	Anthony Odongo Ojwang	11538971	0721546168	Nambale	Bukhaya East	Ekitale	40
11	Phlister Taabu Odutsa	11538971	0721123897	Nambale	Nambale Township	Centre "A"	12
12	Joseph Tabu Odongo	12684994	0710814656	Budalangi	Magombe Central	Mukhobola	60
13	Chris Harry Engolet	4421245	0722603470	Teso North	Angurai North	Moding	60
14	Christiano Odhiambo	10667490	0722290093	Busia	Burumba	burumba	4
15	Aggrey Mareba	12937526	0728499607	Nambale	Bukhaya East	Makutano	45
16	Everlyne Nafula Khanyufu	28022759	0700897326 /0725406947	Nambale	Busibwabo	Busidibu	50
17	Titus Omondi Omudeke	22854632	0717100890	Matayos	Busibwabo	Busabakhwa	30
18	Monica Omadi	28135502	0701844193	Teso South	Chakol south	Alomodoi	8

**LOT 3 – NAROK COUNTY (16 No.)**

	<b>Name</b>	<b>Id No.</b>	<b>Tel</b>	<b>County</b>	<b>Sub-County</b>
1.	Alex Sankare	0099170	0725733880	Narok	Narok East
2.	Joseph Nalanago	6207135	0722854746	Narok	Narok east
3.	Harrison Saroni	2443870	0721904275	Narok	Narok east
4.	Mary Seno		0717033604	Narok	Narok East
5.	Dr. Kisotu	0967758	0722897448	Narok	Narok East
6.	Janet Kinanya	2800601	0726760034	Narok	Narok east
7.	Mrs Daniel Saitoti	0201835	0722568339	Narok	Narok east
8.	Virginia Tobiko	23838718	0714416283	Narok	Narok East
9.	Eva Kasare	0086197	0723765425	Narok	Narok East
10.	Grace Maloon Munoru	0199334	0729429015	Narok	Narok East
11.	Joseph Kimani	11708395		Narok	Narok East
12.	Mrs Sankey	0553566	0722968792	Narok	Narok East
13.	Lucy Samberi	7026117	0715264065	Narok	Narok East
14.	Veronicah Munge	9174700	0726220711	Narok	Narok East
15.	Evanson Gichungw'a	0198433	0720103340	Narok	Narok North
16.	Francis Kudati	1242355	0701190192	Narok	Narok North



# ANNEXES

## 1) KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (**Signed CVs and copies of certificates MUST be attach**)

POSITION	NAME	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION (GENERAL)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date

**II) SCHEDULE OF CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS**

Work performed on works of a similar nature, complexity and volume over the last 5 years.  
**(Copies of Completion Certificates, Handing over Certificates or Final payment MUST be attached as proof).**

PROJECT NAME	NAME OF CLIENT	TYPE OF WORK AND YEAR OF COMPLETION	VALUE OF CONTRACT (KSH)

I certify that the above works were successfully carried out and completed by ourselves.

.....  
 Title

.....  
 Signature

.....  
 Date

### III) SCHEDULE OF ON-GOING PROJECTS

Details of on-going or committed projects, including expected completion date.  
 (Copies of letter of offer **MUST** be attached as proof).

PROJECT NAME	NAME OF CLIENT	CONTRACT SUM (Ksh)	% COMPLETE	EXPECTED DATE OF COMPLETION

I certify that the above works are currently being carried out by ourselves.

.....  
 Title

.....  
 Signature

.....  
 Date

## **SECTION VII**

## **STANDARD FORMS**

### *Notes on the Standard Forms:*

#### **7.1 Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

#### **7.2 Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with tender documents

#### **7.3 Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

#### **7.4 Contract Form**

The Contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

#### **7.5 Performance Security form**

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

#### **7.6 Bank Guarantee for Advance Payment.**

When there is an agreement to have Advance payment, this form must be duly completed.

#### **7.7 Manufacturer's Authorization Form**

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**7.1 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 No. **MOE/ONT/02/2020-2021**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission biogas digesters, using cow dung 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.

**LOT 1: TOTAL AMOUNT:**

**Kshs.....(In figures)**  
**Kenya shillings .....**  
.....  
.....**(Amount in words)**

**LOT 2: TOTAL AMOUNT:**

**Kshs.....(In figures)**  
**Kenya shillings .....**  
.....  
.....**(Amount in words)**

**LOT 3: TOTAL AMOUNT:**

**Kshs.....(In figures)**  
**Kenya shillings .....**  
.....  
.....**(Amount in words)**

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 10 percent of the Contract Price for the due performance of the Contract.

4. We agree to abide by this Tender for a period of 120 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 that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 7.2 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 – Kshs. ....

Name of your bankers ..... Branch .....

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p style="padding-left: 40px;">• Citizenship details .....</p> <p style="text-align: center;"><input type="checkbox"/></p>																								
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....				
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1. ....	.....	.....	.....																						
2. ....	.....	.....	.....																						
3. ....	.....	.....	.....																						
4. ....	.....	.....	.....																						
	<p style="text-align: center;">Part 2 (c ) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs. ....</p> <p style="padding-left: 40px;">Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....	5. ....	.....	.....	.....
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1. ....	.....	.....	.....																						
2. ....	.....	.....	.....																						
3. ....	.....	.....	.....																						
4. ....	.....	.....	.....																						
5. ....	.....	.....	.....																						
<p>Date ..... Seal/Signature of Candidate .....</p>																									

**7.3 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)



**7.4 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 tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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 \_\_\_\_\_)

**7.5 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]  
(Amend accordingly if provided by Insurance Company)

**7.6 BANK GUARANTEE FOR ADVANCE PAYMENT**

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 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]

**7.7 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 an authorized person.

**7.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

.....

.....

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

- 7. Please acknowledge receipt of this letter of notification signifying your acceptance.
- 8. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
- 9. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULLPARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**7.9 FORM RB1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW  
BOARD**

APPLICATION NO.....OF..... 20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring  
Entity*)

Request for review of the decision of the... .. (Name of the Procuring Entity) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the  
Public Procurement Administrative Review Board to review the whole/part of the above  
mentioned decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order /orders that: -

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED.....

BOARD SECRETARY

**7.10 DECLARATION NOT TO BE INVOLVED IN CORRUPT OR FRAUDULENT PRACTICES**

A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE FORM (Mandatory)**

I/We/Messrs.....

of Street, Building, P O

Box.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

**Name and Title of Signatory.....**

**Official Seal/ Stamp .....**

**7.11 DECLARATION FORM (Mandatory)**

Date \_\_\_\_\_

To \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The tenderer i.e. (name and address)\_\_\_\_\_

Declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

(To be signed by authorized representative and officially stamped)