COUNTY GOVERNMENT OF MERU

DEPARTMENT OF WATER AND IRRIGATION

OPEN TENDER NUMBER CGM/ONT/063/2019-2020

DRILLING, CASING AND EQUIPPING OF SOLAR POWERED BOREHOLES

NEGOTIATION NUMBER: 756470

(NOVEMBER, 2019)

The Engineer	The Employer
CHIEF OFFICER WATER AND IRRIGATION COUNTY GOVERNMENT OF MERU P.O. BOX 120 - 60200, MERU.	THE GOVERNOR, COUNTY GOVERNMENT OF MERU P.O. BOX 120 - 60200, MERU.

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SECTION I: INVITATION FOR TENDERS

DRILLING, CASING AND EQUIPPING OF SOLAR POWERED BOREHOLES.
TENDER NUMBER: CGM/ONT/063/2019-2020
(NEGOTIATION NO. 756470)

The County Government of Meru (CGM), under Department of Water And Irrigation (hereafter called "The Client") now invites sealed bids from eligible Contractors, for the stated works. Interested candidates may obtain further information from and inspect the tender document from CGM website: www.meru.go.ke or supplier.treasury.go.ke.

1.1 Interested contractors shall download the tender document from the website freely, and MUST forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke.

1.2 Completed tender documents shall be submitted through the IFMIS Supplier Portal: supplier.treasury.go.ke as per the requirements contained in the tender document so as to be received on or before the date and time indicated in IFMIS-(26th, November 2019 at 10.00AM)

1.3 Tenderers shall furnish, as part of their application a tender security as per the tender instructions appendix.

1.4 Bidders who may experience any challenges in accessing or uploading the tender documents in the IFMIS tender portal should contact IFMIS help desk Tel (0800721477) at the National Treasury

NOTE: The system will automatically lock out at the date & time of tender closing indicated in the IFMIS portal. Manual Submissions shall not be acceptable in this e-tendering and therefore no physical opening of the tenders

CHIEF OFFICER,
WATER AND IRRIGATION
COUNTY GOVERNMENT OF MERU,
P. O. BOX 120-MERU.

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. 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.

2.1.2. The mandatory documentation as given under the Appendix to Instructions to Tenderers – clause 2.29 must be submitted as they will be used for confirmation of eligibility of the tenders.

2.1.3. 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.

2.1.4. 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 services under this Invitation for tenders.

2.1.5. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 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.

2.2.2 This tender document is not chargeable and is given to the tenderer selected by the Procuring entity.

2.3 Contents of Tender Document

2.3.1 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

2.3.2 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 tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 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 entities 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.

2.4.2 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.

2.5 Amendment of Tender Documents

2.5.1 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.

2.5.2 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.

2.5.3 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.

2.6 Language of Tender

2.6.1 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.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components.

a) A Tender Form and a Price Schedule completed in accordance with clauses 2.8, 2.9 and 2.10 below.

b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

c) Tender security furnished is in accordance

with Clause 2.12. d) Confidential business

questionnaire.

2.8 Form of Tender

2.8.1 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.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to clause 2.22.

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in the either in Kenya Shillings or which will be converted to Kenya Shillings according to Clause 2.23.

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to Clause 2.1 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 is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the instruction to tender.

2.12.2 The tender security shall be as indicated in the appendix to instruction to tenders.

2.12.3 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 clause 2.12.7.

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee. b) Cash.

c) Such insurance guarantee approved by the Authority.

2.12.5 Any tender not secured in accordance with clause 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to clause 2.20.

2.12.6 Unsuccessful tenderer's 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.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.26, and furnishing the performance security, pursuant to clause 2.27.

2.12.8 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 clause 2.26; **or**
ii) to furnish performance security in accordance with clause 2.27.

c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tender

2.13.1 The tender 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 clause 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.13.2 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 clause 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer 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.

2.14.2 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. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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 initialed by the person or persons signing the tender.

2.14.4 Payment terms

The payment terms for this tender are for a credit period of thirty (30) days from the date when monthly invoices have been received at CGM, and after confirmation of satisfactory receipt of services. **The tenderer should clearly indicate the payment terms in their proposal if different.**

2.14.5 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(s) duly authorized to bind the tenderer to the contract. All pages of the tender, except for un amended printed literature, shall be initialed by the person(s) signing the tender.

2.14.6 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(s) signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 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.

The inner and outer envelopes shall:

a) be addressed to the Procuring entity at the address given in the invitation to tender;

b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE** date and time indicated in the invitation to tenderers.

2.15.2 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".

2.15.3 If the outer envelope is not sealed and marked as required by clause 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.15.4 Deadline for Submission of Tenders

2.15.5 Tenders must be received by the Procuring entity at the address specified in the Invitation to Tender no later than, date and time indicated in the invitation to tenderers.

2.15.6 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.16 Modification and withdrawal of tenders

2.16.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.16.4 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 clause 2.12.7.

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

2.16.6 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.

2.17 Opening of Tenders

2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.17.2 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.

2.17.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.18 Clarification of tenders

2.18.1 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 shall be sought, offered, or permitted.

2.18.2 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.

2.18.3 Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination and Responsiveness

2.19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.19.2 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.

2.19.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.19.4 Prior to the detailed evaluation, pursuant to clause 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, 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.

2.19.5 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.

2.19.6 Conversion to a single currency

2.19.7 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.

2.20 Evaluation and comparison of tenders

2.20.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to clause 2.20.

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

2.20.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in clause 2.22.4 and in the technical specifications:

a) operational plan proposed in the tender; and
b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.20.4 Pursuant to clause 2.22.3 the following evaluation methods will be applied:

a) *Operational Plan.*
The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform 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 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.20.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

a) Pass the preliminary evaluation having submitted all the mandatory documentation

b) Score the minimum technical evaluation score as given in the evaluation criteria under the appendix to instructions to tenderers – clause 2.29.

c) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

d) Legal capacity to enter into a contract for procurement

e) 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

f) Shall not be debarred from participating in public procurement.

2.21 Contacting the procuring entity

2.21.1 Subject to clause 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.21.2 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 tenderers tender.

2.22 Award of Contract

a) Post qualification

2.22.1 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.

2.22.2 The determination will take into account the tenderer's 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 clause 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.22.3 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

2.22.4 Subject to clause 2.27 the Procuring entity will award the contract to the 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.

2.22.5 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 tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.22.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.23 Notification of award

2.23.1 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.

2.23.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.23.3 Upon the successful Tenderer's furnishing of the performance security pursuant to clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to clause 2.12.

2.24 Signing of Contract

2.24.1 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.

2.24.2 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.

2.24.3 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.

2.25 Performance Security

2.25.1 Within fourteen (14) 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.

2.25.2 Failure of the successful tenderer to comply with the requirement of clause 2.26 or clause 2.27.1 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 or call for new tenders.

2.26 Corrupt or Fraudulent Practices

2.26.1 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 not and will not be involved in corrupt or fraudulent practices.

2.26.2 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;

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

Instructions	Particulars of appendix to instructions to tenders
2.5	Any addendum shall be posted in the county website www.meru.go.ke. Bidders are required to regularly check the website for updates.
2.11.2	Documentary evidence shall be certified by commissioner for oaths.
2.12	• Tender Security of Kes. 5,000,000 (Five Million Only) in the form of a Guarantee • Bidders must upload copy of ORIGINAL bid security to the IFMIS Portal & deliver the ORIGINAL bid security to the office of Director Supply Chain Management Services, in the Head-Quarter building of the CGM. A bidder will demand an acknowledged copy of the bid bond • Tender security shall be valid for 120 days from the date of tender opening. • Tender security shall be unconditional bank guarantee.
2.14.1	ORIGINAL Tender documents shall be scanned and sent through IFMIS portal only. No manual submissions shall be allowed.
2.15.1	Manual Submissions shall not be acceptable in this e-tendering and therefore no physical opening of the tenders.
2.15.4	The system will automatically lock out at the date & time of tender closing indicated in the IFMIS portal.
2.15.7	ORIGINAL Tender documents shall be scanned and sent through IFMIS portal only. No manual submissions shall be allowed.
2.17	Opening & Evaluation of tenders will be conducted online through IFMIS by unsealing and scoring. Therefore, No tenders shall be announced and notifications will be sent through IFMIS Portal.
2.4.1/2.18	Tenderers can make inquiries through email: procurement.finance@meru.go.ke
2.19.2	No correction of errors pursuant to Section 82 of the PPADA 2015
2.20	The County will regard a tender as non-responsive if on the Mandatory Evaluation it contains documents that have not been

Instructions	Particulars of appendix to instructions to tenders
	certified. Documents must be certified as a true copy of the original by a commissioner for oaths
2.20.3	To be qualified for award of Contract, the tenderer must meet all the conditions in the appendix.
2.25	Performance security shall be 5% of the bid amount.
2.7	The responsibility, risk and cost visiting the Site shall be at the Tenderer's own expense & times.
2.19.4	Detailed Evaluation Criteria shall involve the preliminary evaluation; technical evaluation, financial evaluation as well as due diligence, together with any other general responsiveness

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	Mandatory Evaluation Criteria
10.	Be registered by NCA for Water Works Category 4 and above (Attach copy of License and Practicing Certificate)
11.	Be a Licensed Water Resource Contractor for the year 2019 by the Ministry of Water and Irrigation under Class A (Attach copy of Gazette notice)
12.	Copy of recent CR12 issued within the last 12 months from the date of Tender Opening & copies of National IDs/ Passports for the Directors
13.	Joint Ventures shall provide all the information for the partners as per the standard form provided
14.	Have a local service center (attach utility bill) the client shall inspect and ascertain during due diligence
15.	Attach authorization from the product manufacturer detailing the mark of quality.
16.	Registration with ERC for Photovoltaic Systems Installations for the Contractor, JV Partner or Sub Contractor.
17.	Declaration of Conformity statement with specifications equivalent to Section IV of this tender
18.	Compliance with all general responsiveness requirements of this tender

Item	Description	Scoring breakdown	Max-points
	Technical Evaluation Criteria		
1	**Similar works completed within the last five (5) years each contract sum of a value of at least Kshs. One Hundred & Fifty (150) Million, that have been successfully and substantially completed** (Present in a table format and attach copies of LSO/ Contracts & partial or completion certificates or handing over certificates)	(Aggregate score)	38
	2 contracts and above successfully completed. @ 10mks	20	
	Proof of such Contract with any County Government	5	
	Recommendation letters from at least 4 Clients within	8	

Item	Description	Scoring breakdown	Max-points
	Technical Evaluation Criteria		
	the last 5 Years @ 2mks Recommendation letter from County Government	5	
2.	Major items of Contractor's Equipment proposed for carrying out the Works including but not limited to the listed items; (Provide Proof of ownership) ✓ 5 Drilling rigs. @ Owned 4mks. Hired 1mk ✓ 2Test Pumping Unit@ Owned 5mks. Hired 1mk ✓ Water bowser. Owned 2mks, Hired 1mk ✓ Truck Owned 2mks, Hired 1mk ✓ Transportation vehicles Owned 1mk ✓ Fully equipped mechanical workshop	(Aggregate score) 20 10 2 2 1 5	40

Item	Description	Scoring breakdown	Max-points
	Technical Evaluation Criteria		
3.	**Qualifications and experience** of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract i.e. Qualifications and experience of key personnel (Attach current signed original CVs and copy of relevant certificates). Project Engineer to have at least a degree in relevant engineering with at least Six (6) years relevant experience. *Academic Qualification* ***(1 points)*** *&* *Experience for the Period Indicated* ***(1 Points).*** *Submission of detailed C.V* ***(0.5 point)*** *Submission of certificate* ***(0.5 point)*** Site Manager to have at least a relevant professional qualification with Five (5) years' experience in the proposed position or works of a similar nature. Academic **Qualification (1points)** & Experience for the Period Indicated **(1 Points).** Submission of detailed C.V **(0.5 Points),** *Submission of certificate* ***(0.5 point)*** Supervisor to have at least a relevant professional qualification with Three (3) years' experience in the proposed position or works of a similar nature.	(Add individual item score) 3 3 3	10

Item	Description	Scoring breakdown	Max-points
	Technical Evaluation Criteria		
	Academic Qualification ***(1 points)*** *& Experience for the Period Indicated* ***(1 Points).*** *Submission of detailed C.V* ***(0.5 Points),*** *Submission of certificate* ***(0.5 point)*** Any other qualified and relevant personnel proposed with adequate experience and with necessary documentation submitted as above will be awarded 1 marks extra	 1	
4.	**Financial Situation:** The current soundness of the applicant's financial position and its respective long-term profitability. Submit Audited financial statements reported within the last two (2) years (2018/2017).	(Aggregate score)	2
5.	Litigation and arbitration history. Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount (Provide current affidavit) Provided and satisfactory Not explained	(Aggregate score) 1 0	1
6	**Environmental Health and Safety Policy** a) Submit a signed draft work program chart, in preferably MS Project, starting from the date of receipt of order to completion of drilling works for one borehole. b)Work Safety Management- Bidder to submit the following Safety Policy Workers safety Accident prevention	 2 1 each	5

Item	Description	Scoring breakdown	Max-points
	Technical Evaluation Criteria		
7	**Comprehensive Organizational structure** • Provided and satisfactory • Not explained	1 0	1
8	Bidder to provide Engineering Drawings for the Solar support Structure, water Kiosk and elevated water tank structure • Provided and satisfactory • Not explained	3 0	3
	Total		**100**

-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0--0-0-0-0

	Financial Evaluation Criteria
1.	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 tender
2.	Only bidders who score 80% and above in the technical criteria will be considered for financial ranking
3.	Award will be made to the lowest evaluated contractor subject to the following:- i. Due diligence Record to confirm unsatisfactory or default in performance obligations in any contract. This shall include unresolved case(s) in performance obligations for more than two (2) months in any contract; visiting the contractor's premises / workshop to confirm existence of local service center, capability of technical and human capacities, Technical literature on the Performance of each pump, training facility, Service Workshop with pump testing facilities, stock of spare parts for the pump offered, delivery periods. ETC ii. The bidder shall be disqualified and the next lowest tenderer considered iii. Negotiating & harmonizing any cases of errors or/ and front loading significant enough to cause distortion in a successful contractor's cash flow or put the client in a contractually unfavorable or risky position iv. Any necessary negotiation and agreement as pertains the allocated budget vis a vis the lowest quoted price

Financial Evaluation Criteria	

SECTION III : CONDITIONS OF CONTRACT (Including erection on site)

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 services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" means the organization sourcing for the services under this Contract.

e) "The contractor means the individual or firm providing the services under this Contract.

f) "GCC" means general conditions of contract contained in this section

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract

3.3 Joint Drafting

The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

3.4 Effectiveness of Contract

This Contract shall come into effect on ……

3.5 Commencement of services

The Tenderer shall begin carrying out the Services immediately the Contract becomes effective or at such other date as may be specified.

3.6 Standards

3.6.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.7 Patent right's

3.7.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

3.8 Performance Security

3.8.1 Within twenty eight (30) 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.

3.8.2 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.

3.8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved

by the Authority. d) Letter of credit.

3.8.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.9 Inspections and tests

3.9.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.9.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.9.4 Nothing in clause 3.9 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.10 Payment

3.10.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.10.2 The payment terms are as agreed in the contact signed by both parties and after confirmation of satisfactory receipt of services.

3.11 Monitoring & Evaluation

The Tenderer's and CGM representative shall meet as frequently as will be agreed to evaluate performance of the tenderer. The tenderer shall issue reports to CGM covering the
the tenderer is to carry out.

3.12 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract

shall be made except by written amendment signed by the parties and shall be as prescribed by PPADA 2015

3.13 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.

3.14 Termination for default

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 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; and

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.

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.

3.15 Termination of insolvency

The procuring entity may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.16 Termination for convenience

3.16.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.16.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.17 Resolution of disputes

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

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.

3.18 Governing language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.19 Force Majeure

The contractor 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.

3.20 Applicable law

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.21 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

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

3.22 Confidentiality

i) "Confidential Information" shall, for the purposes of this Agreement, include without limitation any financial, strategic, technical, commercial, geological and scientific information, know-how, trade secrets and data in whatever form, communicated to the Tenderer or acquired by the CGM during the course of the tenderer carrying out his duties as contemplated in this Agreement.

ii) The Tenderer agrees that he will not, during the course of carrying out his duties as contemplated in this Agreement or thereafter into perpetuity, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the CGM, save in accordance with the provisions of this Agreement.

iii) The Tenderer agrees not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement and the terms of any subsequent Agreement made by parties, for any purpose whatsoever without the prior written consent of the CGM.

iv) The Tenderer undertakes not to use the Confidential Information for any purpose other than that for which it is disclosed; and in accordance with the provisions of this Agreement and any subsequent Agreement made by parties.

v) The Tenderer shall be held liable for disclosing confidential information unless he proves that:

a) Such information and data was in the public domain prior to such disclosure;

b) Such information and data has become part of the public domain through no fault of the Tenderer; or

c) Such disclosure was required by any written Kenyan law.

3.23 Corrupt gifts and payments of commission

i) The Client is an institution that fosters zero tolerance to fraud and corruption. The Tenderer hereby agrees to avoid fraud and corruption and to report any suspected fraud, corruption, or any activity that jeopardizes the integrity of the Client and its staff to its – Corruption Prevention and Integrity Committee (COPIC).

ii) The Tenderer shall not;

a) Offer or give or agree to give to any person in the service of the Client any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Client.

b) Enter into this or any other contract with the Client in connection with which commission or consideration has been paid or agreed to be paid by it or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission or consideration and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing by the Client.

Any breach of this Condition by the Tenderer or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Tenderer) shall be an offence under the provisions of the Public Procurement and Disposal Act 2015 issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya, Anti-corruption & Economic Crimes Act (2003), Public officer Ethics Act (2003), Government Financial Management Act 2004, and the Performance Contract with the Government.

3.24 Expiration of contract

Unless terminated earlier pursuant to Clause ……, this Contract shall terminate on …… after satisfactory completion of services and submission of a report by the Tenderer as required by this contract.

SPECIAL 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

General conditions of contract	Special conditions of contract
3.5	**Particulars of performance security** The amount of Performance Security shall be 5% of the Contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya.
3.7	The payments will be done as agreed and signed by both parties in the contract upon receipt of invoice at CGM and confirmation of satisfactory receipt of services. Also refer to Terms of Payments, underneath
3.13	The provisions of the arbitration act of the laws of Kenya shall

- The pumps shall be tested at the supplier's premises / workshop and test certificate issued before delivery.
- The Technical literature on the Performance of each pump **Must** be Provided.
- The supplier should have a Training facility, Service Workshop with pump testing facilities and should also stock spare parts for the pump offered. Please tick as appropriate.

- Training Facility:- Yes ☐ No. ☐
- Workshop:- Yes ☐ No. ☐
- Spare parts:- Yes ☐ No. ☐

- The **Delivery** Period **Must Clearly** be indicated. Any delay to deliver the equipment shall incur a penalties not limited to LPO Cancellation.
- Each offered Pump sets **Must** Clearly be indicated on the Performance Curves.
- **Terms of Payment**: Goods delivered shall be subjected to inspection for conformity to the Specifications and upon acceptance; payments shall be

made at least 90 days after delivery. The tender is open to consideration of 40% advance payment OR as regulated by the PPADA, 2015 provided such payment proposal is safeguarded by a bank guarantee for the equivalent amount drawn in favor of the County Government of Meru by a reputable bank. Other instruments like insurance cover are not accepted under this clause. **Payments shall be done progressively and a payment certificate shall NOT be less than Ksh. 30,000,000.**

- The pumps, control panels, cables, Solar Panels and Solar Support Structures shall be supplied "as and when required" basis.
- The Solar support structures shall be for a height of 4m above ground level.

SECTION V – TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR PUMPS & SOLAR GENERATORS

1. SUBMERSIBLE PUMP SPECIFICATIONS

The pump shall be manufactured in Stainless Steel with various components as follows:-

Coupling, Stages, NRV, Tie Rods,	AISI 304 Stainless Steel
Cable guard, Upper Valve Seat and Lower	AISI 304 Stainless Steel
Valve Seat	AISI 304 Stainless Steel
O- Ring, Neck Ring	NBR/PPS
Impeller Wearing Ring/Seal Ring	Stainless Steel 304
Impellers, Diffuser	AISI 304 Stainless Steel/Thermoplastic
Split Cone, Split Cone Nut,	Stainless Steel
Intermediate Bearing	NBR
Pressure Relief Valve	STD
Pump Shaft	AISI 431 Stainless Steel
Shaft Coupling	Stainless Steel 329
Strainer/Thrust Bearing	AISI 304 Stainless Steel
Thrust Valve	AISI 304 Stainless Steel
Lower Bearing	Stainless Steel/NBR
Washer	Stainless Steel 316
Cable guard	SS AISI 304
Spring for Valve Cap	SS AISI 304

3) **Technical Data- Solar Panels / Generators**

Rated Power – W	195 – 250W
Nominal Voltage – V	24V
Peak Voltage – V	30 – 37 W
Open Circuit Voltage – V	37 – 45 W
Short Circuit Current - A	8.8 – 5.7A
Panel efficiency	16.8-21%
Number of Cells	60 – 72
Dimensions L x W x T - mm	1335 – 1675 x 990 – 1001 x 31 – 40 mm

3) The technical specification on ALL Control Panels will include the following functionality:-

- Settable minimum and maximum frequency
- Display of operating parameters including frequency, voltage, amperage, input power and pump speed
- Display of historical data including energy generation, maximum power, and operating times
- Protection against under / over Voltage, over current, system overload and module over temperature.
- Fault detection with error code display.

SECTION VI – DRAWINGS

Bidders shall provide 3D drawings for a modular site layout for both ground level mounted support structure, water Kiosk and 4m high solar support structure during bidding.

SECTION VII - BILL OF QUANTITIES

DRILLING AND CASING OF BOREHOLES

ITEM	DESCRIPTION	Unit	Min. Qty	Max. Qty	Unit Price	Min. Amount KES	Max. Amount KES
	Preliminaries						
1	Hydrogeological investigations	No.	5	50			
2	WARMA permits	No.	5	50			
3	EIA and NEMA approvals	No.	5	50			
4	Mobilization ,setting up and demobilization of drilling rig along with necessary accessories to and from the site	No.	5	50			
5	Sign board and branding	No	5	50			
6	Allow for Monitoring and Evaluation to be paid directly to M&E Account with the Employer	No.	5	50	120,000	600,000	6,000,000
7	Supervision costs for the client staff	No.	5	50	100,000	500,000	5,000,000
8	Allow Contractor overhead on Item 6 and 7(20% of Item 6 &7)	%	5	50	44,000	220,000	2,200,000
9	Bank guarantees	Sum	1	1			
10	Insurance	Sum	1	1			
11	Provide for 3 rigs for project launch	Sum	1	5			
12	Inception and monthly site meetings	Sum	1	6			
13	Provide site camp not less than 1 Acres	Sum	1	1			

ITEM	DESCRIPTION	Unit	Min. Qty	Max. Qty	Unit Price	Min. Amount KES	Max. Amount KES
	Drilling, Installation and Development of production borehole						
14	Drilling 10'' borehole using the DTH drilling method	Rate only					
15	Drilling 10'' borehole using the DTH drilling method from 100m-200m	Rate only					
16	Drilling 8'' borehole using the DTH drilling method from 0m-100m	m	500	5,000			
17	Drilling 8'' dia borehole using DTH drilling method from 100m-200m	m	500	5,000			
18	Drilling 8'' dia borehole using DTH drilling method from 200m-300m	Rate only					
19	Drilling 8'' dia borehole using DTH method from 300m-400m	Rate only					
20	Supply and installation of 10'' surface casing	Rate only					
21	Supply and installation of 8'' surface casing	Rate only					
22	Supply and installation of 10'' Temporary surface casing	Rate only					
23	Supply and installation of 8'' Temporary surface casing	Rate only					
24	Supply and installation of 8'' steel screen casings	Rate only					
25	Supply and installation of 6'' steel plain casings	m	500	5,000			
26	Supply and installation of 6'' steel screen casings	m	500	5,000			
27	Supplying of drilling water	No.	5	50			

28	Well development (Air lifting) work including inserting and removal of development equipment	Hrs	20	200			
29	Supply and inserting filter gravel pack	Ton	30	300			
ITEM	**DESCRIPTION**	**Unit**	**Min. Qty**	**Max. Qty**	**Unit Price**	**Min. Amount KES**	**Max. Amo unt KES**
30	24hrs Test Pumping using at least 4 different pump sets of varying discharge including installation, removal of test pumping equipment, water level observations and draw down measurements	No.	20	200			
31	Carry out borehole camera inspection and provide report	No.	5	50			
32	Construct reinforced concrete Top slab (1m x 1m× 1m plan) for the borehole	No.	5	50			
33	Water chemical and biological analysis, borehole log and production of borehole report	No.	5	50			
34	Construction of 6 metres tall steel structure to hold 10,000 litre water tank atop	No.	5	50			
35	Construction of 9 metres tall steel structure to hold 10,000 litre water tank atop	No	5	50			
36	Construction of 12 metres tall steel structure to hold 10,000 litre water tank atop	No	5	50			
37	Supply, install a 10,000 hdpe litre water tank amount to include various GI plumbing fittings.	No.	5	50			
38	Supply and install HDPE pipes 25mm cost to include cost of excavation	Rate only					

39	Supply and install HDPE pipes 32mm cost to include cost of excavation	Rate only					
40	Supply and install HDPE pipes 50mm cost to include cost of excavation	Rate only					
41	Supply and install HDPE pipes 63mm cost to include cost of excavation	M	1000	10,000			
42	Supply and install HDPE pipes 65mm cost to include cost of excavation	M	100	1,000			
43	Construction of a 2x2m water kiosk with a walling 5ft high constructed in machine cut stone and the top finished in fabricated steel. 2 water points shall be provided; cost to include all fittings and branding in County Government colours and logo	No.	5	50			
44	Fencing of 10M x 10M sq area using heavy gauge barbed and chain-link fencing material height 3M with a double leaf steel gate branded in Meru County Government colours	No.	5	50			
45	Fencing of 15M x 15M sq area using heavy gauge barbed and chain-link fencing material height 3M with a double leaf steel gat branded in Meru County Government colours	No.	5	50			
46	Fencing of 20M x 20M sq area using heavy gauge barbed and chain-link fencing material height 3M with a double leaf steel gate branded in Meru County Government colours	No.	5	50			
47	Provide for a steel fabricated Borehole protection chamber	NO.	2	20			
48	Provide for a concrete Borehole protection manhole chamber	No.	2	20			
49	Provide for inspection logistics at the country of manufacturing (Pumps, Controllers and Solar panels). This to include a return air ticket, VISAs,	Sum	1	1			

	Accommodation and per diem as per government rates for one week for four officers.						
	TOTAL SUM						

NB

- Only successful boreholes that are drilled and viable for equipping shall be cased. The borehole is considered successful if a minimum yield of 2,000 litres per hour is measured as per standard test pumping and recovery measurements.

- A variation order shall be issued for unsuccessful boreholes for another hydrogeological survey and drilling of a replacement borehole.

- Areas where there is high ground water potential, the client in consultation with the contractor will determine the borehole diameter

PUMPS							
Item	**Specification**	**Unit**	**Min. Qty**	**Max. Qty**	**Unit Price**	**Min. Amount KES**	**Max. Amount KES**
1	Duty of 1.8m^3/h at 100m head, c/w 1.1kW 3phase motor.	No.	5	50			
2	Duty of 2.8m^3/h at 115m head, c/w 1.5kW 3phase motor.	No.	5	50			
3	Duty of 4.5m^3/h at 110m head, c/w 2.2kW 3phase motor.	No.	5	50			
4	Duty of 3.0m^3/h at 145m head, c/w 2.2kW 3phase motor.	No.	5	50			
5	Duty of 2.0m^3/h at 200m head, c/w 2.2kW 3phase motor.	No.	5	50			
6	Duty of 5.0m^3/h at 70m head, c/w 1.5kW 3phase motor.	No.	5	50			
7	Duty of 2.0m^3/h at 130m head, c/w 1.5kW 3phase motor.	No.	5	50			
8	Duty of 5.0m^3/h at 130m head, c/w 3kW 3phase motor.	No.	5	50			
9	Duty of 3.0m^3/h at 205m head, c/w 3.0kW 3phase motor	No.	5	50			
10	Duty of 2.0m^3/h at 250m head, c/w 3.0kW 3phase motor.	No.	5	50			
11	Duty of 3.0m^3/h at 180m head, c/w 3kW 3phase motor.	No.	5	50			
12	Duty of 12m^3/h at 95m head, c/w 5.5kW 3phase motor.	No.	5	50			
13	Duty of 8.0m^3/h at 105m head, c/w 4.0kW 3phase motor.	No.	5	50			

14	Duty of 14m^3/h at 90m head, c/w 5.5kW 3phase motor.	No.	5	50			
15	Duty of 3.0m^3/h at 280m head, c/w 4.0kW 3phase motor.	No.	5	50			
16	Duty of 7.7m^3/h at 200m head, c/w7.5kW 3phase motor.	No.	5	50			
17	Duty of 8.5m3/h at 150m head, c/w 5.5kW 3phase motor.	No.	5	50			
18	Duty of 12m3/h at 100m head, c/w 5.5kW 3phase motor.	No.	5	50			
19	Duty of 16m3/h at 140m head, c/w 9.2kW 3phase motor.	No.	5	50			
20	Duty of 4.5m^3/h at 260m head, c/w 5.5kW 3phase motor.	No.	5	50			
Item	**Specification**	**Unit**	**Min. Qty**	**Max. Qty**	**Unit Price**	**Min. Amount KES**	**Max. Amount KES**
21	Duty of 8.5m^3/h at 140m head, c/w 5.5kW 3phase motor.	No.	5	50			
22	Duty of 13.5m^3/h at 120m head, c/w 7.5kW 3phase motor.	No.	5	50			
23	Duty of 15m^3/h at 115m head, c/w 7.5kW 3phase motor.	No.	5	50			
24	Duty of 5.0m^3/h at 175m head, c/w 4.0kW 3phase motor.	No.	5	50			
25	Duty of 29m3/h at 100m head, c/w 11kW 3phase motor.	No.	5	50			
26	Duty of 30m3/h at 195m head, c/w 22kW 3phase motor.	No.	5	50			
27	Duty of 28m3/h at 135m head, c/w 15kW 3phase motor.	No.	5	50			
28	Duty of 55m3/h at 100m head, c/w 22kW 3phase motor.	No.	5	50			

29	Duty of 16m3/h at 165m head, c/w 11.0kW 3phase motor.	No.	5	50			
30	Duty of 14.0m3/h at 250m head, c/w 15kW 3phase motor.	No.	5	50			
31	Duty of 7m^3/h at 105m head, c/w 4kW 3 phase motor	No.	5	50			
32	Duty of 7m^3/h at 300m head, c/w 11kW 3 phase motor	No.	5	50			
33	Duty of 8m^3/h at 220m head, c/w 7.5kW 3 phase motor	No.	5	50			
34	Duty of 8m^3/h at 270m head, c/w 9.2kW 3 phase motor	No.	5	50			
35	Duty of 14m^3/h at 80m head, c/w 5.5kW 3 phase motor	No.	5	50			
36	Duty of 14m^3/h at 120m head, c/w 7.5kW 3 phase motor	No.	5	50			
37	Duty of 17m^3/h at 200m head, c/w 13kW 3 phase motor	No.	5	50			
38	Duty of 46m^3/h at 175m head, c/w 30kW 3 phase motor	No.	5	50			
39	Duty of 46m^3/h at 115m head, c/w 18.5kW 3 phase motor	No.	5	50			
	GRAND TOTAL , KES						

NB

- Pumps are supplied complete with all installation accessories assuming head is the pump installation depth

CONTROLLERS

Item No.	Pump Controller	Unit	Min Qty	Max Qty	Unit Price	Min Amount KES	Max Amount KES
1	1.1 kW Pump Controller	No	5	50			
2	1.5 kW Pump Controller	No	5	50			
3	2.2 kW Pump Controller	No	5	50			
4	3 kW Pump Controller	No	5	50			
5	4 kW Pump Controller	No	5	50			
6	5.5 kW Pump Controller	No	5	50			
7	7.5 kW Pump Controller	No	5	50			
8	9.2 kW Pump Controller	No	5	50			
9	11 kW Pump Controller	No	5	50			
10	13 kW Pump Controller	No	5	50			
11	15 kW Pump Controller	No	5	50			
12	18.5 kW Pump Controller	No	5	50			
13	22 kW Pump Controller	No	5	50			
14	30 kW Pump Controller	No	5	50			
GRAND TOTAL , KES							

CABLES

Item No.	Submersible Cable	unit	Min Qty	Max Qty	Rate KES	Min Amount KES	Max Amount KES
1	0.75mm Electrode Cable - Black	m	1,000	10,000			
2	0.75mm Electrode Cable - Brown	m	1,000	10,000			
3	Pencil Electrodes	No	50	500			
4	Splicing Kits	No	50	500			
5	$1.5mm^2$ x 3 Core Cable	m	1,000	10,000			
6	$2.5mm^2$ x 3 Core Cable	m	1,000	10,000			
7	$4mm^2$ x 3 Core Cable	m	1,000	10,000			
8	$6mm^2$ x 3 Core Cable	m	1,000	10,000			
9	$10mm^2$ x 3 Core Cable	m	1,000	10,000			
10	$16mm^2$ x 3 Core Cable	m	1,000	10,000			
					GRAND TOTAL , KES		

SOLAR PANELS

Item No.	Solar Modules	Solar Generator Size W	Min Pump Sets	Max Pump Sets	Rate KES	Min Amount KES	Max Amount KES
1	Solar Panels for 1.1 kW pump	3,120	5	50			
2	Solar Panels for 1.5 kW pump	3,120	5	50			
3	Solar Panels for 2.2 kW pump	3,315	5	50			
4	Solar Panels for 3 kW pump	6,240	5	50			
5	Solar Panels for 4 kW pump	6,240	5	50			
6	Solar Panels for 5.5 kW pump	9,360	5	50			
7	Solar Panels for 7.5 kW pump	11,700	5	50			
8	Solar Panels for 9.2 kW pump	13,260	5	50			
9	Solar Panels for 11 kW pump	16,575	5	50			
	Solar Panels for 13 kW pump	19,890	5	50			
10	Solar Panels for 15 kW pump	23,205	5	50			
11	Solar Panels for 18.5 kW pump	26,520	5	50			
12	Solar Panels for 22 kW pump	33,150	5	50			
13	Solar Panels for 30 kW pump	26,520	5	50			
14	Water level sensor		5	50			
15	Pv disconnect switch		5	50			
16	Earthrod c/w clamp		5	50			
17	Junction Box		5	50			
			GRAND TOTAL , KES				

SUPPORT STRUCTURE

Item No.	Ground Level Solar Support Structure	Unit	Min Qty	Max Qty	Unit Price	Min Amount KES	Max Amount KES
1	Support Structure for 1.1 kW pump	No	5	50			
2	Support Structure for 1.5 kW pump	No	5	50			
3	Support Structure for 2.2 kW pump	No	5	50			
4	Support Structure for 3 kW pump	No	5	50			
5	Support Structure for 4 kW pump	No	5	50			
6	Support Structure for 5.5 kW pump	No	5	50			
7	Support Structure for 7.5 kW pump	No	5	50			
8	Support Structure for 9.2 kW pump	No	5	50			
9	Support Structure for 11 kW pump	No	5	50			
10	Support Structure for 13 kW pump	No	5	50			
11	Support Structure for 15 kW pump	No	5	50			
12	Support Structure for 18.5 kW pump	No	5	50			
13	Support Structure for 22 kW pump	No	5	50			
14	Support Structure for 30 kW pump	No	5	50			
GRAND TOTAL KES							

Item No.	4m High Solar Support Structure	Unit	Min Qty	Max Qty	Unit Price	Min Amount KES	Max Amount KES
1	Support Structure for 1.1 kW pump	No	5	50			
2	Support Structure for 1.5 kW pump	No	5	50			
3	Support Structure for 2.2 kW pump	No	5	50			
4	Support Structure for 3 kW pump	No	5	50			

5	Support Structure for 4 kW pump	No	5	50			
6	Support Structure for 5.5 kW pump	No	5	50			
7	Support Structure for 7.5 kW pump	No	5	50			
8	Support Structure for 9.2 kW pump	No	5	50			
9	Support Structure for 11 kW pump	No	5	50			
10	Support Structure for 13 kW pump	No	5	50			
11	Support Structure for 15 kW pump	No	5	50			
12	Support Structure for 18.5 kW pump	No	5	50			
13	Support Structure for 22 kW pump	No	5	50			
14	Support Structure for 30 kW pump	No	5	50			
GRAND TOTAL KES							

Item	**Description**	**Unit**	**Amount**
1	Contingency	lump sum	10,000,000

- Contingency amount shall apply where the contractor in consultation with the client deems that the extra expenditure is necessary for the success of the project & only upon the Approval of all necessary parties as per the PPAD Act, 2015
-

Signature of tenderer _____

Note: The price schedule should capture each and every item chargeable by the tenderer, including any personnel costs where applicable. No hidden costs are acceptable.

1. *Where applicable, the tenderer can modify the price schedule to exhaustively capture all items with no major deviation from the form above.*

2. *Prices quoted should be inclusive of any applicable taxes – the tenderer should clearly state that their prices are inclusive of VAT where applicable.*

_____

Name & Signature of tenderer (authorized signatory)

Stamp _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

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 ……

Part 2 (a) – Sole Proprietor

Your name in full …….. Age …….. Nationality …… Country of origin ……

Part 2 (b)

Partnership Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.			

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			

Date …….. Seal/Signature of Candidate
……

TENDER SECURITY FORM

Whereas ……. [*name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*date of submission of tender]* for the …… *[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]

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 _____

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

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]

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.

BIDDER'S DECLARATION AND INTEGRITY PACT

Bidder's Declaration

We/I the undersigned ....., in the capacity of ……. …… for …… *[name of the company/firm/individual]* certify that the **bidder is not in any of the following situations:**

1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;

2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;

3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;

4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;

5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;

6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and

7 Are in breach of contract on another contract with the Government of Kenya or other local or contracting authority or foreign government.

8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;

9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [……]

Duly authorized to sign this bid on behalf of (bidder's name):

[……]

Place and date:

[……] Stamp of the firm/company:

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.

_____

_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. 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.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____

SIGNED FOR ACCOUNTING OFFICER

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Tender.

……

(Name of Tenderer's Representative in block letters)

……

(Address of Tenderer's Representative)

……

(Signature of Tenderer's Representative)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……of P. O. Box …… being a resident of

…….. in the Republic of ------ do hereby make a statement as

follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ……...

…….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……..** for ……(insert tender title/description) for ……(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

…….. …… ……

(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ……of P. O. Box …… being a resident of

…….. in the Republic of ------ do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……..

…….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……** for ……(insert tender title/description) for ……..(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

…… …… ……

(Title) (Signature) (Date)

Bidder's Official Stamp

FORM RB 1

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