



COUNTY GOVERNMENT OF LAIKIPIA

SELECTION OF DEVELOPERS/EPCs/FINANCIERS

REQUEST FOR PROPOSAL, DESIGN, FINANCE, SUPPLY,
INSTALLATION, TRAINING AND COMMISSIONING OF A
SOLAR PHOTOVOLTAIC (PV) POWER PRODUCTION PLANT(S)
WITH BATTERY STORAGE.

Date: 30th April, 2021

Close Date: 7th May, 2021

GUIDELINES TO PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. Section I – Invitation to Tender. This section gives guidelines on how and where to seek further clarification pertaining to the tender document; where and when the tenders should be submitted; and place where tenders will be opened.
2. Section II – Instruction to Tenderers. This section guides tenderers on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. Evaluation Criteria: This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid

No.	Documents forming part of the bid	Remarks												
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and Section III – General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.												
2	Duly filed mandatory business questionnaire with particulars of the supplier, contractor and consultant and shall include: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>i. Name of supplier</td></tr> <tr><td>ii. Registration details (ID/Registration/Incorporation Number)</td></tr> <tr><td>iii. PIN Number</td></tr> <tr><td>iv. List of directors, shareholders and beneficial owners (in case of a company)</td></tr> <tr><td>v. Name of proprietor (for sole proprietor and business name)</td></tr> <tr><td>vi. Name of partners (for partnerships)</td></tr> <tr><td>vii. Business contact information (Telephone and Email Address)</td></tr> <tr><td>Viii.Postal Address</td></tr> <tr><td>ix. Physical address</td></tr> <tr><td>x. Tax compliance status</td></tr> <tr><td>xi. License number where applicable</td></tr> <tr><td>xii. Country/ County of operations</td></tr> </table>	i. Name of supplier	ii. Registration details (ID/Registration/Incorporation Number)	iii. PIN Number	iv. List of directors, shareholders and beneficial owners (in case of a company)	v. Name of proprietor (for sole proprietor and business name)	vi. Name of partners (for partnerships)	vii. Business contact information (Telephone and Email Address)	Viii.Postal Address	ix. Physical address	x. Tax compliance status	xi. License number where applicable	xii. Country/ County of operations	
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4	Duly filled BOQ/priced schedules, technical designs, drawings etc	Prices quoted to be inclusive of taxes												
5	Duly filled and signed Form of Tender in the format provided in the tender document													
6	A Term Sheet with proposed kWh rates, monthly lease fee etc													
7	Bid document to be serialized/paginated on all pages													
8	Bidders are advised to use client’s tender document or ensure to align their bid to it													
9	Confirmation of a bid submission Original and Copy													
10	Attached Site Visit certificate													

Tender for Design, Finance, Supply, Installation, Training and Commissioning of a Solar Photovoltaic (PV) Power Production Plant(s) with Battery Storage.

SECTION I

REQUEST FOR PROPOSALS

The County government of laikipia invites sealed proposals from eligible candidates for the Project : TENDER FOR DESIGN, FINANCE, SUPPLY, INSTALLATION, TRAINING AND COMMISSIONING OF A SOLAR PHOTOVOLTAIC (PV) POWER PRODUCTION PLANT(S) WITH BATTERY STORAGE whose specifications and capacity are to be obtained from a mandatory site visit and a preliminary energy audit in our identified medical facilities.

Interested eligible candidates may obtain further information during official working hours starting at the date of advert at the office of The Head of Supply Chain Management

The document be viewed and downloaded from the website www.laikipia.go.ke Bidders who download the tender document from the website are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda. Downloaded copies are free of charge.

Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.

There shall be a Mandatory site visit and Pre-Bid Meeting on 5th and 6th May 2021 starting at 9.00 a.m. at Nanyuki (on Wednesday 5th may 2021 Teaching and Referral Hospital) and Nyahururu county referral Hospital respectively, on 6th may 2021

Note: The tender documents should be dropped in the tender box located at nanyuki offices executive opposite nanyuki mall. Bids that cannot fit in the tender box should be submitted to the Head of Supply Chain Management on or before: 7th May, 2021 at 10.00 a.m.

Tenders will be opened on 7th May, 2021 at 10.00 a.m. in the presence of the candidates' representatives who choose to attend at Laikipia County Headquarters - Nanyuki.

SECTION II

INSTRUCTIONS TO BIDDERS

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Eligible Tenderers

- 2.1.1 This Invitation for RFP is open to all bidders eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods and services as specified in the Schedule of Requirements and Technical Specification (Section VI).
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Request for proposals.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods and Services

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

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 Downloaded copies are free of charge.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The 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) Further Bidder Instructions
- (vii) Tender Form
- (viii) Financial Analysis/Payment Plan-bidders to make
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. 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.

2.5.2 Pre-tenderers meeting and site visit: There will be a mandatory pre-tenderers' meeting and site visit on **5th and 6th May 2021, at 9.00 a.m.** at Nanyuki Teaching and Referral Hospital and Nyahururu District Hospital respectively.

The tenderer's designated representative is invited to attend the mandatory pre-tenderers' meeting which will take place at the venue

and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

2.5.3 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 Documents

2.6.1 At any time prior to the deadline for submission of tenders, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in email 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. 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 of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a BOQ/Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 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 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods and services to be supplied, a brief description of the goods and services, 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 and total tender price of the goods and services it proposes to supply under the contract in form of a Bill of Quantities/BOQ and a Financial Analysis/Payment Plan for the entire lease tenor.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Except for a monthly lease fee, development costs / 'prices' quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 120 days after the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings or in another internationally freely convertible currency except for the proposed kWh and monthly lease fee which shall strictly be in Kenyan Shillings. Bidders to factor in factors such as inflation, operation & maintenance etc.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

2.12.2 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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise

produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

- (b) that the tenderer has the financial, technical, and/or 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 (if awarded the contract) be 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 and Services Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to 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 goods and services which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the 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 goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the power plant(s) for the entire lease tenor, following commencement of the use of the goods by the Procuring entity (if applicable).

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3 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.

2.15 Tender Security

2.15.1 Tender security is NOT applicable in this Project. However, tenderers MUST produce other Mandatory documents and a Performance Security upon award of the Tender.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

2.16 Format and Signing of Tender

2.16.1 The Tenderer shall prepare an original and 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. The Tenderer **MUST** ensure Sequential pagination/serialization of all pages in the tender document, Sec.74.1.i. Of the PPADA, 2015.

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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be 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 in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” the Friday of 7th May, 2021 at 10.30 a.m.

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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than the Friday of 7th May, 2021 at 10.00 a.m.

2.17.5 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

2.19 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, email, 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

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

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

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 7th May, 2021 at 10.00 a.m.** and in the location specified in the Invitation to Tender.

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

2.20.1 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.

2.20.2 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

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. 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 affect 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 non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of 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 tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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.

2.25 Preference

2.25.1 Preference shall be given to a proposal with highest cost saving impact, a well factored monthly lease fee, lowest kWh rates, long term warranty and operation & maintenance and a favorable lease tenor, transfer of skills etc.

2.25.2 The Procuring entity may at its own discretion conduct due diligence on the eligible tenderers to establish their ability to perform the contract.

2.26 Contacting the Procuring entity

2.26.1 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.

2.26.2 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.

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 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.

2.27.3 A positive 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

2.27.4 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 with highest cost saving proposal and a flexible lease tenor among other outlined factors, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 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 tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer.

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within fifteen (15) days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within fifteen (15) 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 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

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
Eligibility	<u>This tender is Eligible to Open National</u>
Clarification	Clarifications to the tender shall be responded to for request received no later than 7 days to the tender closing date. Bidders with clarification issues must send to nanyukihospital@laikipia.go.ke
Language of tender	<u>Tender shall be prepared and all corresponded to in English</u>
Tender prices	Prices indicated in the tender form shall be inclusive of all development costs, materials & labour,taxes, insurance,transport etc
Tender currencies	Prices shall be in Kenya Shillings.
Tender eligibility and qualifications	Proof of eligibility, qualification documents of evidence (see <u>evaluation criteria</u>)
Tender security	Tender security is NOT applicable in this Project. However, bidders MUST provide other Mandatory documents and a Performance Security upon award of the Contract.
<u>Tender validity</u>	<u>Tender validity duration 120 days from the date of opening</u>
Sealing and Marking of tender	The Tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. Tender documents and must be submitted in a plain sealed envelope and marked “LCG/B68/FIN/2020/21. TENDER FOR DESIGN, FINANCE, SUPPLY, INSTALLATION, TRAINING AND COMMISSIONING OF SOLAR PHOTOVOLTAIC (PV) POWER PRODUCTION PLANT(S) WITH BATTERY STORAGE”
Deadline and Submission of Tender(Physical Submission)	The tender documents should be dropped in the tender box located at the Procurement Office at Nanyuki Teaching and Referral Hospital. Bids that cannot fit in the tender box should be submitted to the Procurement Officer In-Charge before the submission deadline. Tender closing date and time (7 th May, 2021 at 10.00 a.m.) and Opening date and time(7 th May, 2021 at 10.00 a.m.)
Preliminary Examination	Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way Sec.82 of PPADA 2015,Subject to section 79(2)(b) of the Act, any error in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects substance of the tender and shall lead to disqualification of the tender as non-responsive.
Due Diligence	The County may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract before award of the contract.

Evaluation Criteria

The bids received shall be evaluated in the stages detailed below:

Stage 1. Compliance to Mandatory requirement (MR)

Stage 2. Compliance to technical requirements

Stage 3. Financial evaluation

Stage 4. Due Diligence

STAGE 1: MANDATORY PRELIMINARY REQUIREMENTS

The following mandatory preliminary requirements must be met notwithstanding other requirements in the tender document:

No	Requirements
MR 1	Valid copy of Registration Certificate /Certificate of Incorporation in the country of domicile
MR 2	KRA Pin Certificate
MR 3	Valid tax compliance certificate
MR 4	Company /firm profile with proof of qualified key personnel and support staff
MR 5	Tender validity duration 120 days from the date of opening
MR 6	Letter of interest from a reputable Solar PV Engineering, Procurement & Construction/EPC OR Manufacturer to supply the Project with required materials, equipment etc.
MR 7	Letter of support from a reputable Bank registered in Kenya to offer LC or loan if need arises along the Project implementation.
MR 8	Confidential Business Questionnaire dully filled, signed & stamped
MR 9	Duly filled and signed and stamped tender form
MR 10	Duly filled and signed and stamped BOQ/ price schedule
MR 11	Duly filled and stamped Addendum(s)/Clarification(s) issued must be attached (Where Applicable)
MR 12	The Tender MUST be submitted in the required format and serialized on each page of the bid submitted, Sec.74.1.i. of the PPADA, 2015.
MR 13	The tender has been duly signed by the person lawfully authorised to do so through the power of Attorney
MR 14	The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate.
MR 15	Manufacturer's authorization for all equipment supplied. Provide proof of Authorization from manufacturer by providing a Manufacturer's Authorization Letter

MR 16	There shall be a Mandatory site visit and Pre-Bid Meeting on 5 th and 6 th May 2021 starting at 9.00 a.m. at designated sites below. Evidence of Site Visit at Nanyuki Teaching and Referral Hospital and Nyahururu District Hospital (Attach copy of site visit certificate)
MR 17	Evidence of registration from the National Construction Authority (NCA) as Electrical Engineering Service Contractor. Category; NCA 3 -Valid at the time of bidding.
MR 18	Duly filled signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015
MR 19	Duly filled signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.

Bidder must comply with all the above preliminary requirements to proceed to the second stage of technical evaluation on capacity to deliver the contract. The Technical Evaluation shall be carried out only if the tender is determined to be responsive to the mandatory preliminary requirements.

STAGE 2: TECHNICAL EVALUATION

EVALUATION MATRIX		
No.	EVALUATION REQUIREMENT	MAXIMUM SCORE
1.	Company profile i. 5 marks for over 5 years in operation ii. 2 marks for less than 5 years	5
2.	Capacity of the company /Sole Proprietor i. 10 marks for a limited company with ALL Kenyan directors. ii. 5 marks for a limited company registered in Kenya iii. 2 1/2 marks for a limited company registered elsewhere iv. 2 marks for sole proprietor	10
3.	Technical and Financial Partners i. 10 marks for a signed letter of interest/LOI from a reputable EPC firm with commitment for joint development. ii. 5 marks for a signed letter of interest to support the project from a reputable bank. Added advantage if given by a local bank. iii. 7 1/2 marks for proof of recent (0-5 years) award/source of funds either equity or debt on a similar project(s).	22 1/2
4.	Attach CVs of at least 11 key personnel (4 Electrical Engineers ,4 Solar PV Technicians, 2 HSE Experts and 1 Communications and Stakeholder Management Expert) 7 1/2	7 1/2

5.	Adequacy of support staff <i>i.</i> 5 Marks for over 8 <i>ii.</i> 3 marks for 8 and less support staff <i>iii.</i> No mark if there's no support staff	5
6.	Certificate of registration	5
7.	Technical proposal submission form.	5
8.	Verifiable evidence of having been awarded projects of similar nature particularly in Kenya. Added advantage if from the Ministry of Energy and/or other SOEs. (Annex copies of EOI/RFP awards etc)	15
9.	Copies of ALL mandatory contractor licenses for the firm involved with project development.	10
10.	Submission of a detailed technical report with proof of meter readings and load profiles for the medical facilities.	10
11.	Tax Clearance Certificate	5
TOTAL SCORE		100

Bidder must comply with all the above technical requirements to proceed to the third stage of financial evaluation. The Financial Evaluation shall be carried out only if the tender is determined to be responsive to the technical examination.

STAGE 3. FINANCIAL EVALUATION

- a) Duly completed BOQ/Price Schedule -unit price of each item includes applicable charges, tax and total cost of items on delivery, installation and commissioning at designated locations in Nanyuki and Nyahururu.
- b) A detailed Financial Analysis comprising of cost savings and a payment plan forecast over the proposed tenor.
- c) Term Sheet with proposed kWh rates, monthly lease fee, etc
- d) Award shall be to the lowest bidder whose proposal reflects highest cost saving over the entire lease tenor against current expenditure.
- e) Letter of interest from a reputable Solar PV Engineering, Procurement & Construction/EPC OR Manufacturer to supply the Project with required materials, equipment etc.
- f) Letter of support from a reputable bank registered in Kenya to offer LC or loan if need arises along the Project implementation.
- g) All substantially responsive proposals that score 70 marks or more from the Technical submission evaluation shall have their Financial proposals evaluated.
- h) Preference shall be given to a proposal with highest cost saving impact, a well factored monthly lease fee, lowest kWh rates, long term warranty and operation & maintenance and a favorable lease tenor, transfer of skills etc.

- j) The highest cost saving and lowest kWh rate proposal will be allocated the maximum score of 30%.
- k) The bidder who has achieved the highest combined technical and financial score shall be declared successful and subsequently invited for clarification.

STAGE 4. DUE DILLIGENCE

The County may prior to award of the tender determine to its satisfaction whether the selected bids will qualify to perform the contract satisfactorily by carrying out a due diligence visit as required.

SECTION III:

GENERAL CONDITIONS OF CONTRACT

Table of Clauses

- 3.1 Definitions
- 3.2 Application
- 3.3 Country of Origin
- 3.4 Standards
- 3.5 Use of Contract documents and information
- 3.6 Patent Rights
- 3.7 Performance security
- 3.8 Inspection and Tests
- 3.9 Packing
- 3.10 Delivery and documents
- 3.11 Insurance
- 3.12 Payment
- 3.13 Price
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- 3.15 Sub contracts
- 3.16 Termination for default
- 3.17 Liquidated damages
- 3.18 Resolution of Disputes
- 3.19 Language and law
- 3.20 Force Majeure
- 3.21 Taxes

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 and services under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods and services under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer 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.

3.5.2 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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 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

3.7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 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.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity (on commissioning of the plant(s) and returned to the bidder not later than thirty (30) days.

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods 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 meet specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

- 3.10.1 Delivery of the Goods and Services 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

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

3.12 Payment

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

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

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

3.14. Assignment

3.14.1 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

3.15.1 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

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default ~~if~~ and to the extent that it's delay in

performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21 Taxes

3.21.1 "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

3.21.2 Local Taxation

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.21.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.21.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

Tax Deduction

3.21.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.21.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an

original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

Tax Indemnity

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.21.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.21.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). 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
Performance Security	The performance security shall be in the amount of 10% of the contract price, in form of a local bank's unconditional guarantee.
Delivery Period	The Goods and Services shall be delivered within twelve (12) months (365 days) from the date of signing the contract or on agreed project commencement date.
Inspection and Test	<p>Pre-shipment inspection</p> <ul style="list-style-type: none"> <input type="checkbox"/> All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya; <input type="checkbox"/> Consignments arriving at Kenyan Ports without this document will be denied entry into the Country. <input type="checkbox"/> Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.
Payment	<p>Payment Terms and Conditions</p> <p>Payment shall be done after Plant(s) commissioning on a monthly basis in form of a lease fee.</p> <p>Tenderers to stipulate payment terms in a Term Sheet as part of their Financial Proposal.</p> <p>Tenderers are advised to consider factors such as Civil/Electrical Works, Operation and Maintenance, Staff Training, Applicable Software, Inflation rates etc</p>

Prices	Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account unless where agreed upon.
Resolution of disputes	The procuring entity's and the contractor shall make every effort to resolve to be amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract
Arbitration	Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter
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.
Taxes	<p>a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.</p> <p>b) Local Taxation</p> <ol style="list-style-type: none"> i. Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. ii. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes. iii. Tax exemption granted under this Contract shall be for an official aid funded project and shall be as provided under the applicable tax laws in Kenya. iv. The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract. This shall include applicable local or foreign withholding tax, excise duty, Value Added Tax (VAT), importation duties, Local government taxes, and any other taxes not mentioned herein. v. In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the

tax issue as per (i).

c) Tax Deduction

- i. If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.
- ii. Where payments for the Contract Price are made directly by the financiers to the Contractor, the Contractor and the financiers shall make the necessary arrangements with Employer to ensure that withholding income tax is remitted to the Kenya Revenue Authority.

d) Tax Indemnity

- i. The Contractor shall indemnify and hold the Employer harmless from and against any and all tax liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.
- ii. The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.
- iii. Where the amount in (ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

SECTION V

GENERAL DESCRIPTION OF REQUIREMENTS

Scope of Works

The scope of works for the winning tenderer will entail design, finance, supply, installation, training of designated County employees and commissioning of solar PV power production Plant(s) and will include but not limited to the following:

- 1) Design of required equipment, tools and materials for the project.
- 2) Design and have approved technical drawings for the power Plant(s), based on the site visit(s) and assessment conducted.
- 3) Finance (with own or sourced funds) the Capital Expenditure (CAPEX) for the entire Project(s) and propose a payment plan in form of a security deposit and/or a monthly lease fee within a fixed tenor to recuperate your investment.
- 4) Construct the power Plant(s) at the site deemed fit and provided by the County.
- 5) Supply, install and commission the solar PV power production Plant(s) equipment.
- 6) Demonstrate full power production capacity of the Plant(s) to meet hospital load profile(s).
- 8) Provide as-built technical drawings and documents for reference in maintenance and operation of the production Plant(s).
- 9) Offer technical advisory to the Procuring entity on effective power management including training of at least eight (8) designated County staff.

Eligibility Criteria

This project requires the services of competent firms or entities knowledgeable in Solar PV power production. The bid must be accompanied by the firm or firms' qualifications, professional capabilities, and details of experience related to the requested works.

Relevant information may include presentations of previously installed Solar PV power production Plants.

Interested firms or entities should provide specific information as indicated below:

- 1) Name of the firm and the name(s) and position(s) of the authorized representatives.
- 2) Firms and entities are encouraged to collaborate. Those that jointly participate should submit proposed consortium agreements and/or letter of interest between the parties, with the roles of each party clearly defined. (Not more than one consortium agreement of the same firms will be accepted)
- 3) The firm/consortium profile.
- 4) The contractor or sub-contractor for the Project(s) should be registered in Kenya and have a minimum category of NCA3 Electrical Engineering Service Contractor/Vendor and at least a valid EPRA Solar PV Technician License T3.
- 5) A description of management/organization structure for managing this contract/project.
- 6) Formal registration of the firm, or firms (in the case of consortium) with relevant regulatory bodies in their respective countries.
- 7) List of relevant past projects carried out.
- 8) Description of relevant experience in installation, operations and maintenance Solar PV power production Plant(s).
- 9) Estimated implementation timeline for the scope of the project, as outlined in the scope of works above.

Further Bidder Instructions;

1. All fittings and accessories not mentioned specifically in the tender technical specifications but are required for the effective function and commissioning of the Plant(s) shall be deemed to be included in the specification and shall be supplied by the Contractor without any extra charge.
2. The contractor shall test and commission each and every completed phase of the project, including all individual items of equipment within the solar power production system, providing test-certificates for each of them.
3. The contractor shall also allow for any independent testing and commissioning of the system for each and every part of the Plant(s).
4. The contractor shall compile and give a detailed commissioning report with supporting measurements and data for the Plant(s).
5. The Contractor shall supply “as-built” drawings, specifications and operation guides for each and every equipment of the production Plant(s).
6. The winning tenderer must supply the brand that is highlighted or proposed in the submitted equipment catalogue; failure to which the goods will be rejected during inspection stage.
7. The winning tenderer will be required to train eight (8) county staff for a period of at least 2 weeks at the power plant(s), in order to enable them understand the equipment/system design, operation and its maintenance.
8. Unless otherwise stated, A warranty period of not less than 20 years shall be offered by the tenderer for all the necessary equipment.

SECTION VIII
STANDARD FORMS

- 8.1 FORM OF TENDER
- 8.2 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE
- 8.3 CONTRACT FORM
- 8.4 PERFORMANCE SECURITY FORM
- 8.5 MANUFACTURER'S AUTHORIZATION FORM
- 8.6 SITE VISIT CERTIFICATE
- 8.7 SELF DECLARATION FORMS – SD1
- 8.8 SELF DECLARATION FORMS – SD2
- 8.9 FORMAT OF POWER OF ATTORNEY

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

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 10% percent of the Contract Price for the due performance of the Contract , in the form prescribed by (Procuring entity).

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

Note: In accordance with Clause 82 of the Public Procurement and Asset Disposal Act 2015

“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

8.2 *MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1 – General

Business Name:.....Certificate of
Incorporation / Registration No.Location of
business premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (Full Names) Direct / Mobile No's.....

Title Power of Attorney (Yes / No)

If yes, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc)

.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

KRA PIN No.....

Value of the largest single assignment you have undertaken to date (USD/KShs)

.....

Was this successfully undertaken? Yes / No.(If Yes, attach
reference)

Name (s) of your banker (s)

.....

Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names

Nationality..... Country of Origin.....

.....

Company Profile (Attach brochures or annual reports in case of
public company)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.

2.

Company Profile

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public

Company Profile (Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....

2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the Laikipia County Government and any other public or private institutions.

Full Names

Signature

Dated this.....day of2021.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names

Signature

Dated this.....day of2021.

In the capacity of

.....

Duly authorized to sign Tender for and on behalf of.....

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

.....

In the capacity of

.....

Dated this.....day of2021.

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)
 b)
 For and on behalf of M/s

 In the capacity of

 Dated this.....day of2021

Suppliers' / Company's Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

Is there any person/persons in Laikipia County or any other public institution who has interest in the Firm? Yes/No (Delete as necessary)
 Institution.....
 (Title). (Signature). (Date).

Part 2(i) – Experience: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT'S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. ITS ALSO NOT APPLICABLE FOR AGPO FIRMS TENDERS.

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the years prescribed.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which The Procuring Entity shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account,- Sec.157 (11) of PPADA:

Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate...../
 ID No(s):...../.....Signature and stamp of the authorized Banker Representative.....Date.....

Part 2(j or k) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Procuring Entity authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

 Signature.....
 For and on behalf of M/s

In the capacity of

.....

Dated thisday of

.....2021.

Suppliers' / Company's Official Rubber Stamp

.....

8.3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20__ between [name of the Employer) of [country of the Employer] (hereinafter called “the Employer) of the one part and [name of the Supplier] of [city and country of the Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS the Employer invited tenders for] and has accepted a tender by the tenderer for the supply of 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 and Tenderer’s Acceptance
 - (g) Applicable addenda and clarifications
 - (h) Signed Term Sheet
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 defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed by _____ the _____ (for the Procuring entity

Signed by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.4 PERFORMANCE SECURITY FORM

(To be on the Banks Letterhead)

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] for 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:

NOW 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]

8.5 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

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

8.6 SITE VISIT CERTIFICATE

This is to certify that (IN BLOCK LETTERS)

Name:

Cell Phone No:

Email:

Being the authorized representative of (IN BLOCK LETTERS)

M/S [Firm/Company]

Official Tel No

Official Email:

Participated in the site visit for:

Tender for Design, Finance, Supply, Installation, Training and Commissioning of a Solar Photovoltaic (PV) Power Production Plant(s) with Battery Storage.

Held on DATE.....

OFFICIAL USE:-

Signed

(County's Representative)

.....
(Name of County's Representative)

.....
(Designation)

NOTE:

1. This form is to be completed at the time of the organized site visit.
2. Bidder to bring along with him duly filled site visit certificate during the site visit.

8.7 SELF DECLARATION FORMS

(r.47)

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 Post Office 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

8.8 SELF DECLARATION FORMS

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

8.9 FORMAT OF POWER OF ATTORNEY

We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project/goods/works/services“”, including signing and submission of all documents and providing information / responses to the Laikipia County Government, ("Procuring Entity"), representing us in all matters before the County, and generally dealing with the Client in all matters in connection with our Proposal for the said project/goods/works/services. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us

..... (Signature) (Name, Title and Address)

Accepted

..... (Signature) (Name, Title and Address of the Attorney)