

REPUBLIC OF KENYA



**OFFICE OF THE GOVERNOR
COUNTY GOVERNMENT OF
NYERI**

**TENDER DOCUMENT
FOR
SUPPLY, INSTALLATION AND
COMMISSIONING OF GREENHOUSES**

TENDER NO. CGN/ALF&CD/ 77 /2016-2017

SECTION I: INVITATION FOR TENDERS (IFT)

COUNTY GOVERNMENT OF NYERI

Tender No. CGN/ALF&CD/77/2016-2017

For

Supply and installation of greenhouses measuring 8 m (width) x 15m (length) x 4.5m (height) complete with drip irrigation system and agro inputs

Invitation for Tenders (County Government Nyeri Funded)

Date: í í í í í í ..

- 1.1.1 The County Government of Nyeri invites sealed tenders from eligible candidates for supply , installation and commissioning of **27(Twenty Seven) Green Houses** at selected sites in the wards.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Nyeri County Headquarter, Supply Chain management Offices, Procurement Office during normal Office working hours.
- 1.3 A complete set of tender documents may be obtained by downloading from the county's website *www.nyeri.go.ke*
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 365 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **Town Hall first floor** or be addressed to County Government of Nyeri, P. o box 1112-10100 Nyeri so as to be received on or before **12th April, 2017 at 11:00am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Town hall Chambers**, County Government of Headquarters.

Signed for:
County secretary,
County Government of Nyeri

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their 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 Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the 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 Tender documents are to be downloaded from the county's website, paragraph 1.3
- 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 the instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Evaluation criteria
- (vi) Schedule of requirements/Bill of Quantities
- (vii) Form of Tender
- (viii) Confidential Business Questionnaire
- (ix) Tender securing declaration form
- (x) Contract Form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the 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 five (5) 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 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 writing or by post /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, provided that any printed literature furnished by the tenderer may be written in

another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 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
 - (d) tender security furnished in accordance with paragraph 2.14

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 to be supplied, a brief description of the goods, 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 it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tenderer'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 90 days from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

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 production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender 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 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 goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the

substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 0.5 ó 2 per cent of the tender price.

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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 1 .. 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. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE, **11.00.m 12th April, 2017**. 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."
- 2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **12th April, 2017 at 11:00am**.
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 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 Tenderers modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 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

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11a.m , 12th April, 2017**, and in the location specified in the Invitation to Tender.

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

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

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing through post /email, 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 tenderer's 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 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 where allowed in the evaluation of tenders shall not exceed 15%

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. as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the 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, 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 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 and will discharge its tender security, pursuant to paragraph 2.14.6

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 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) 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 Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 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 any thing 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

Notes on the Appendix to the Instruction to Tenderers

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

Appendix to Instructions to Tenderers

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

Instructions to Tenderers Reference	Particulars of appendix to instructions to tenderers
1 (d)	The employer is NYERI COUNTY GOVERNMENT
2.1	<p>The invitation is opened to ONLY the invited tenderers and it is not Permissible to transfer this invitation to any other tenderer or agent.</p> <p>The company;-</p> <p>a) Must be incorporated in the Republic of Kenya and documentary proof of the registrations MUST be submitted with the tender.</p> <p>b) Valid Registration with National Construction Authority (NCA) 4 or better as a Water contractor is mandatory and documentary evidence MUST be provided.</p> <p>c) Valid Tax Compliance certificate should be attached.</p> <p>d) Physical Address, Location & Mobile Number Statement</p> <p>e) Valid AGPO Certificate - For Youth, Women and Persons living with disability duly registered with National Treasury/County</p> <p>NB: (Certificates/Documents must be certified by Commissioner of Oaths)</p>
2.1.1	Tenders is open to all eligible tenderers
2.2.1	All goods to be NEW.
2.12.3	Financial statement for the last three years MUST BE provided with the Tender.
7.3	For the reserved groups the tenderer shall sign and fill the tender securing declaration form.
2.14.2	The tender security shall be in the amount of Kshs. 150,000 of the Bid price and Must be in a form approved by the Public Procurement Oversight Authority.
2.16	The tenderer shall prepare ONE ORIGINAL and ONE COPY of the tender.
3.12	Payment will be upon delivery , installation and commissioning of the specified greenhouses in the wards
2.5.1	The Employer will respond in writing to any request for clarification which he receives earlier than five (5) days prior to the deadline for the submission of tenders.
2.15.1	Tenders shall remain valid for a period of 90 calendar days after date of opening.
2.18.2	The request for extension of tender validity shall be made by e-mail using the e-mail addresses provided by the participating tenderers in their tender submission letters/letter of bid
2.16.2	The power of attorney for person (s) signing the tender(s) must be provided.
2.21	The request for clarification and response shall be through e-mail.

2..22	The substantial responsiveness of the tender shall be determined through preliminary examination, eligibility and qualification requirements specified in the Appendix to ITB 2.1 & 2.2.1
2.24	Tenders not meeting the minimum qualification requirements specified in the Appendix to ITB 2.1 shall be declared non-responsive and REJECTED.
2.25	No preferential bias shall be allowed.
2.29	Signing of contract by parties shall take place after lapse of 14 days from date of notification of contract award.
2.30	Within 14 calendar days, Performance security in an amount equivalent to 5% of the contract price in the form of an irrevocable and unconditional Bank Guarantee from a local bank. The currency shall be in Kenya Shillings.
3.1.1.E	The Defects Liability Period will be 6 months after issuance of Completion Certificate.

EVALUATION CRITERIA

The following conditions **MUST BE FULLY MET**: -

PRELIMINARY EVALUATION	
2.1	<p>The invitation is opened to ONLY the invited tenderers and it is not Permissible to transfer this invitation to any other tenderer or agent.</p> <p>The company;-</p> <p>a) Must be incorporated in the Republic of Kenya and documentary proof of the registrations MUST be submitted with the tender.</p> <p>b) Valid Registration with National Construction Authority (NCA) 4 or better Water works contractor is mandatory and documentary evidence MUST be provided.</p> <p>c) Physical Address, Location & Mobile Number Statement.</p> <p>d) Valid Tax Compliance certificate should be attached.</p> <p>e) Valid AGPO Certificate - <i>For Youth, Women and Persons living with disability duly registered with National Treasury</i></p> <p>NB: (Certificates/Documents must be certified by Commissioner of Oaths)</p>
2.14	Valid Tender bid Security Must Be Provided.
2.14.2	The tender security shall be in the amount of ksh 150,000/= Bid price and Must Be in form of Bank Guarantee.
2.16.1	The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
2.22.1	The Procuring entity will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
BROAD/ TECHNICAL EVALUATION	
2.4	All schedules must be fully filled and signed.
2.9.1	The tenderer MUST complete and sign the Tender Form
2.12.3	<p>Financial capacity inform of liquid assets and/or credit facilities available for execution of the task. Line of credit or commitment by bank to lend the bidder by entering into a contract.</p> <p>Current Assets- Current Liabilities MUST be POSITIVE and Must be more than 30% of the bid Price.</p>
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.
2.16.2	The Power of Attorney for person (s) signing the tender(s) must be provided.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) **“The Contract”** means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price stated in the Letter of Acceptance.
- (c) **“The Procuring entity”** means the organization that employs the Contractor to carry out the Works.
- (d) **“The Contractor”** means the individual or firm whose tender to carry out the Works has been accepted by the Employer.
- (e) **“The Defects Liability Period”** is the period named in the appendix to conditions of contract and calculated from the completion date.

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

Performance Security

- 3.6.2 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 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 obligations under the Contract, including any warranty obligations, under the Contract

3.7 Inspection and Tests

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the goods/ equipment, and the tenderer shall either replace the rejected goods/ equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.7.4 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 goods/ equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.7.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Packing

3.8.1 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.

3.8.2 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

3.9 Delivery and Documents

3.9.1 Delivery of the Goods 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

3.10 Insurance

3.10.1 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 Contract Price and Payment

3.12.2.1 The Contract Price

Unless otherwise stated in the Particular Conditions:

- (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
 - (i) of the Works which the Contractor is required to execute, or
 - (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- (d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.
- (e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.

3.12.2.5 Payment

The Employer shall pay to the Contractor

- (a) Upon delivery and installation of greenhouses in all the wards as per the specifications specified and with the relevant supporting documents.
- (b) The amount certified in the Payment Certificate within 7days after the Employer receives this Payment Certificate.

3.12.2.7 Statement at Completion

Within 14 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer a Statement at completion with supporting documents, in accordance with Sub-Clause 3.12.2.2 [Application for Interim Payment Certificates], showing:

- (a) The value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,

3.12.2.8 Application for Final Payment Certificate

Within 14 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- (a) The value of all work done in accordance with the Contract, and
- (b) Any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

3.12.2.9 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

3.12.2.10 Issue of Final Payment Certificate

Within 7 days after receiving the Final Statement and Discharge in accordance with Sub-Clause 3.12.2.8 [Application for Final Payment Certificate] and Sub-Clause 3.12.2.9

[Discharge], the Engineer shall issue, to the Employer, the Final Payment Certificate which shall state:

(a) The amount which he fairly determines is finally due, and

(b) After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 3.12.2.8 [Application for Final Payment Certificate] and Sub-Clause 3.12.2.9

[Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

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 10% 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 Extension of Completion Date

3.16.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion date.

3.16.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

3.16.3 Delay by:-

- (a) force majeure,- The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure or

- (b) reason of any exceptionally adverse weather conditions or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawing, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with the Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

3.17 Termination for default

3.17.1 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

- (l) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (m) if the tenderer fails to perform any other obligation(s) under the Contract
- (n) 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

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

3.18 Defects

3.18.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may

have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

3.18.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

3.18.3 Length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

3.19 Liquidated Damages

3.19.1 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. After this the tenderer may consider termination of the contract.

3.20 Completion and Taking Over

3.20.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion

3.21 Termination

3.21.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) The Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) A payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 here above.
- (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

3.22 Payment Upon Termination

- 3.22.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 3.22.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 3.22.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

3.23 Corrupt Gifts and Payments of Commission

- 3.23.1 The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts 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 Employer or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

3.24 Resolution of Disputes

- 3.24.1 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
- 3.24.2 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.

3.25 Language and Law

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

3.26 Management Meetings

- 3.26.1 A contract management meeting shall be held regularly and attended by the employer's representative and the contractor. Its business shall be to review the work plans for the remaining work. The employer shall record the business of management meetings and provide copies of the record to those attending the meeting and the employer. The responsibility of the parties for actions to be taken shall be decided by the employer's representative either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 3.26.2 Communication between parties shall be effective only when in writing.

3.27 Force Majeure

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

SECTION IV - TECHNICAL SPECIFICATIONS

4.1 General

- 4.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 4.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 4.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 4.1.4 The Tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

4.2. Additional instructions

4.2.1 Post and Arches

The contractor shall be responsible for ensuring that the post and arches and other fittings (wire base, hex screws, binding wire etc) installed on each site are of the required standards, specified as appropriate to the circumstances, and are manufactured of the specified materials.

4.2. 2. Concrete works

All materials and workmanship for concrete shall comply with BS 8110 and BS 8007 where applicable.

4.2.2.1. Cement

Cement shall be ordinary Building cement complying with BS 12. The cement shall be delivered in properly sealed, unbroken bags.

4.2.2.2. Aggregates for Concrete

The aggregates shall comply in all respects with the requirements of BS 882.

The aggregates shall be free from dust, decomposed material, clay, earthly matter, and foreign substances or friable or laminated material. The fine aggregate shall be approved river sand.

Coarse and fine aggregates shall be stored on the sites in separate heaps so that no possibility of any intermixing of the two shall occur. Any materials, which have become intermixed, shall be removed by the Contactor forthwith.

4.2.2.3. Water

All water to be used for concrete, mortar and curing shall be of good drinkable quality, free from humus acid, chemicals, salts or other matters that in any way whatsoever may be harmful to the concrete either by diminishing the strength or causing a discoloration of the concrete.

4.2.2.4. Concrete Mixture

Concrete shall be "Normal Mixes for mass concrete" to BS 8110 and used as shown on the drawings and in the Bills of Quantities. The concrete mixes, maximum aggregates sizes, maximum water/cement ratio and minimum cement shall be in accordance with the following table:-

Concrete Grade	Maximum size of Coarse Aggregate	Minimum Cement Content	Maximum Water/Cement Ratio	Mix Ratio
10	40 mm	210 Kg/m ³		1:3:6
15	40 mm	250 Kg/ m ³		1:3:6
20	20 mm	350 Kg/ m ³	0.5	1:2:4
25	14 mm	390 Kg/ m ³	0.5	1:1.5:3

4.2.3 WORKMANSHIP

4.2.3.1 Mixing of Concrete

Concrete for grade 20 and grade 25 shall be mixed by weight batching only, unless approval has been obtained from the Engineer for the concrete materials to be mixed by volume.

Concrete for grade 10 and 15 can be mixed by volume.

The weight of coarse and fine aggregates in each batch shall be so computed that each batch contains one or more full 50kg bags of cement.

The dry materials for concrete shall be mixed manually until a uniform colour is obtained after which the gauged quantity of water shall be gradually added. After all the water has been added, the mixer shall continue to mix for a period of not less than two minutes.

4.2.3.2 Compaction

After the concrete has been placed in a position it shall be compacted manually. The concrete shall be worked well up against the form, joints and around the reinforcement and be free from voids and other imperfections.

4.2.3.3 Curing and Protection of Concrete

Curing shall begin as soon as the surface of the concrete has hardened sufficiently. All exposed concrete surfaces shall be cured for a period of seven days by covering them with a layer of sand, hessian canvas or other approved materials kept damp. Concrete shall be protected from sun, wind, heavy rains and flowing water for at least three days after placing.

4.2.3.4 Construction of Formwork

All formwork shall be substantially and rigidly constructed of timber or steel or pre-cast concrete or other approved material and shall be true to the shape, line, level and dimensions shown on the drawings.

Timber shall be well seasoned, free from loose knots and or formwork of exposed concrete faces be planned to thickness. Faces in contact with concrete shall be free from adhering grout, projecting nails, or other defects that will make the concrete surface. Form work for foundations and other concealed work may be undresses or rough timber.

All joints shall be sufficiently tight to prevent leakages of cement grout and to avoid the formation of fins or other blemishes, and all faulty joints shall be caulked.

Connections between formwork elements shall be constructed to allow for easy removal of the formwork, and shall be either nailed, screwed, bolted, clamped, braced or otherwise fixed securing a sufficient strength to retain the correct shape and line during compaction of the concrete.

Formwork shall be erected true to line and braced and strutted to prevent deformation under the weight and pressure of the wet concrete, soffits shall be erected with an upward camber as shown on the drawings or as directed by the Engineer or of 2 mm for each 1 m of horizontal span.

4.2.3.5 Removal of Formwork

Formwork shall be left in position until the concrete has attained sufficient strength to be self-supporting. The Contractor shall be responsible for the safe removal of the framework without shock or vibration which would damage the concrete.

4.2.3.6 Water tank stand

Metal tubes of the required specifications to be welded appropriately and approved by the engineer and be strictly in accordance with the drawings. The water tank should be strong, able to withstand weather conditions and stabilized by incorporating >2% carbon black into polyethylene

4.2.3.7 Plastic sheeting

Plastic sheeting of required thickness, layers, colour and with the necessary properties of transmission and diffusion shall be strictly supplied.

SECTION V - SPECIAL CONDITIONS OF CONTRACT

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.
2. Prices quoted must be Net and in Kenya shillings and be inclusive of all Government taxes and delivery charges to various projects as indicated on Bills of Quantities and must remain valid for one hundred fifty days (150) days from the tender closing date and time.
3. No Tender document will be accepted after the official closing time as specified on the advertisement.
4. Tenderers are required to submit certified (by commissioner of oaths) copies of the following documents;
 - a) **Certificate of incorporation**
 - b) **Valid Tax Compliance**
 - c) **Pin Certificate**
 - d) **Valid Business permit**
 - e) **Physical Address, Location & Mobile Number Statement**
 - f) **Valid AGPO Certificate - *For Youth, Women and Persons living with disability duly registered with National Treasury***

NB: FAILURE TO SUBMIT ANY ONE OF THE ABOVE MENTIONED CERTIFIED DOCUMENTS SHALL LEAD TO AUTOMATIC DISQUALIFICATION AND SHALL NOT PROCEED FOR FURTHER EVALUATION

5. Firms considered responsive after document evaluation will be visited physically by the appointed team of officers, to:
 - Confirm the authenticity of the documents provided.
 - Confirm the premises/physical location.
 - Confirm previous performance (**EXCEPT FOR YOUTH, WOMEN & PERSONS WITH DISABILITY**)
6. Index mechanism to adjust prices will be based on relevant public information.(Consumer Price Index, Inflation, exchange rate and prevailing market prices)
7. Tenderers must complete the following:
 - a. Form of tender- filled, signed and stamped
 - b. Confidential business questionnaire form-filled, signed and stamped
8. As part of assessment of the capability and capacity of Tenderers to perform the contract, the Tenderer should furnish us with (provide evidence) Firm's past experience/capability in undertaking similar works (**EXCEPT FOR YOUTH, WOMEN & PERSONS WITH DISABILITY**)
9. Tenderers should note that no substitution, alteration, change of format or modification to standard tender document is allowed. Tenderers are only allowed to add other relevant additional information to the tender documents. Any tenderer who does not adhere to this condition will automatically be disqualified.
 - a) The Client will arrange for a site visit which will be communicated via email.

b) The Tenderer is advised to visit and examine the site of the works and its surroundings and obtain for himself on his own responsibility, all the information that may be necessary for preparing the Tender and entering into a contract. The cost of visiting the site shall be at the Tenderers' own expense,

c) Each Contractor shall complete the certificate of site visit, whether he in fact visits the site at the time of the organized site visit or by himself at some other time.

10. Each Bidder will be eligible for award of one lot only.

I/We hereby certify that I/We have read the special conditions of the contract (Section IV) and confirm that I/We have understood and I/We shall abide by them.

Tenderer's Name.

Signature.

Date.

Official Stamp.

VI - BILL OF QUANTITIES

SUPPLY, INSTALLATION AND COMMISSIONING OF GREEN HOUSES

S/No	DESCRIPTION	BQ QUANTITIES			
		UNIT	QTY	RATE (Ksh)	AMT (Ksh)
1.1	Supply of green houses				
	Supply and installation of green houses measuring-: 8 m (width) x 15 m (length) x 4.5 m (height) complete with drip irrigation system with the following specifications and agro-inputs.	No	27		
A	Post and Arches D38-40mm Galvanized				
B	Plastic sheeting 170 microns thickness for roof 3-layer , Long-life, thermatic, silver, chemicals resistant, cooling green house film, total light transmission 75% and diffusion 40%				
C	Minimum gutter height 2-2.2 metres ,from ground level and ridge height 4.5 to 5metres				
D	Can be modified to fixed vent roof without bringing structure down				
E	Can be extended to multi-bays.				
F	Irrigation system- complete Drip kit with 2000 litres non collapsible tank, weather resistant	No	27		
G	Wire ,base and Hex/ Screws complete with washers.				
H	Insect net for sides.				
I	Supply and installation of modern Crop Support System preferably of galvanized steel material and galvanized binding wire Rate to include installation of cross poles				

P	Branding the greenhouses appropriately with the following words Funded by the County Government of Nyeri Client: Agriculture ,Livestock, Fisheries and Cooperative Development FY 2016/17 Name of beneficiary: í í í í í í í í Name of Ward: í í í í í í í í í í .. Contractor: í í í í í í í í í í				
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Note:

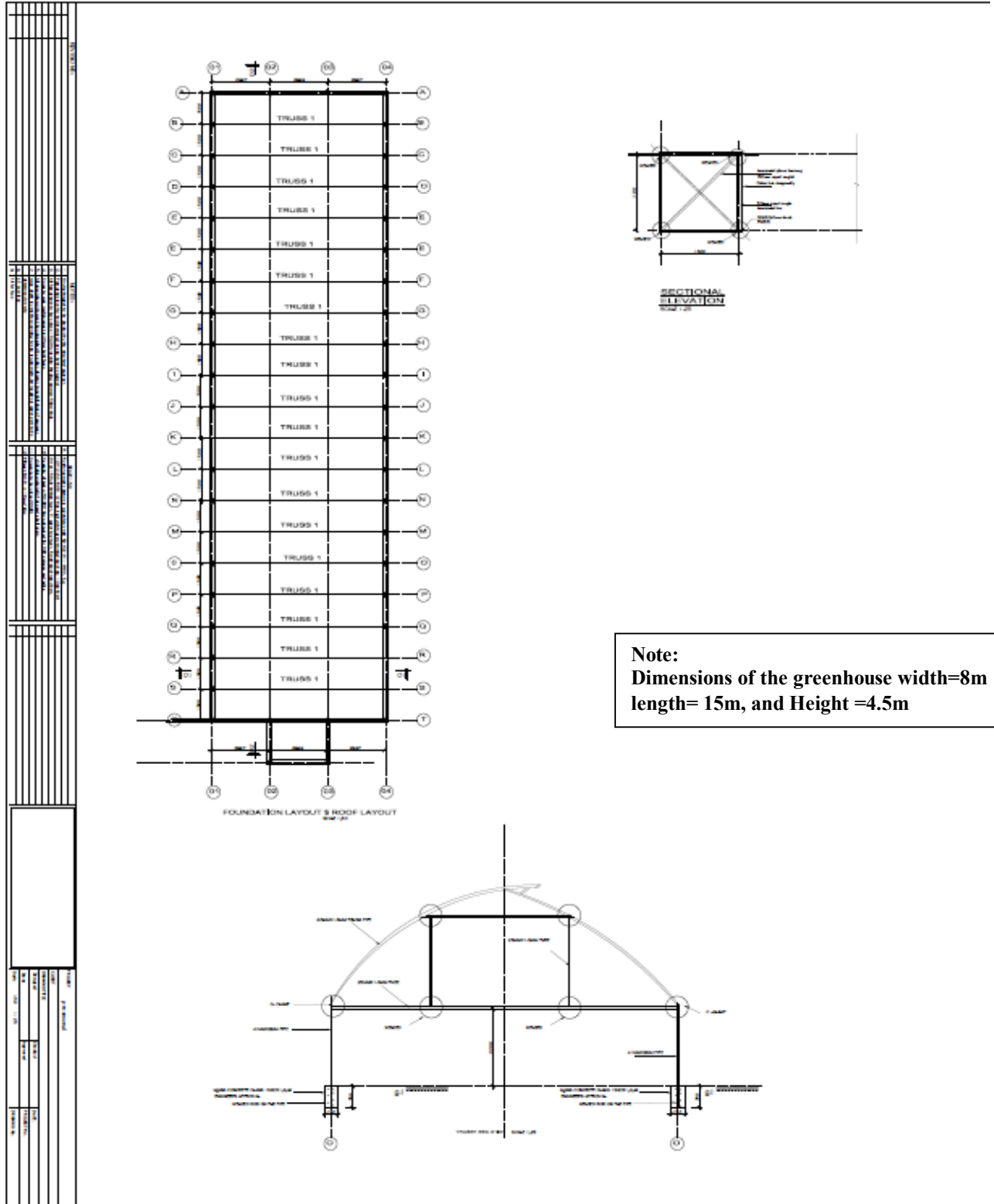
- 1.Prices should include all taxes and costs of installation of greenhouses in the wards
2. Prices should be inclusive of transport of materials to site.

Tenderer's Name:

Tenderer's Signature:

Date:

b) TECHNICAL DRAWINGS



VII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Notification of award form ó This form is issued by the procuring entity to notify the successful tenderer of the award.

FORM OF TENDER

Date _____

Tender No. _____

To

County secretary,
County Government of Nyeri
P.O Box 1112-10100
NYERI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda No ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (í í í í í í í í í í í í í í í í í *(Insert equipment description)* in conformity with the said tender documents for the sum of í . *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

4. We agree to abide by this Tender for a period of 60 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 _____

7.2

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name í

Location of business premises í

Plot No í ..

Street/Road í ..

Postal Address í í í í í í í í í .. Tel No. í í í í í í í . E mail í í í í í .

Nature of Business í ..

Registration Certificate No. í

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

Name of your bankers í

Part 2 (a) ó Sole Proprietor

Your name in full í Age í í í í í í í í í ..

Nationality í í í í í í í í í Country of origin í í í í í í í í í í í í í í í í í .

- Citizenship details í .

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details
Shares		
1.	í í	í í
2.	í í	í í
3.	í í	í í
4.	í í	í í

Part 2 (c) ó Registered Company

Private or Public í .

State the nominal and issued capital of company-

Nominal Kshs. í í í í í í í í í í í í í

Issued Kshs. í í í í í í í í í í í í í

Given details of all directors as follows

Name	Nationality	Citizenship Details
Shares		
1	í í	í í
2.	í í	í í
3.	í í	í í
4.	í í	í í
5	í í	í í

Date í í í í í í Signature of Candidate í í í í í í í í í í í í í ..

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

**7.3 TENDER-SECURING DECLARATION FORM
(MANDATORY FOR YOUTH, WOMEN & PERSONS LIVING WITH DISABILITY)**

[The Bidder shall fill in this Form in accordance with the instructions indicated .]

Date: [insert date (as day, month and year) of Bid Submission]

Tender Noí í

To:
County secretary,
County Government of Nyeri
P.O Box 1112-10100
NYERI

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: í .[insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: í [Insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]

7.4

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between _____ [name of Procurement entity] of _____ .. [country of Procurement entity] (hereinafter called "the Procuring entity") of the one part and _____ [name of tenderer] of _____ .. [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by..... (for the Procuring entity)

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

7.5

PERFORMANCE SECURITY FORM

To í í í í í í í í í í í í í í í í .
[name of Procuring entity]

WHEREAS í í í í í í í í í í í í í í [name of tenderer] (hereinafter called õthe tendererö) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply í í í í í í í í í í í í í í í í í í [description of goods] (hereinafter called õthe Contractö).

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 Tendererø 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 í í í í í í í í í í . [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 í í í í í í í í í í .. [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]

7.6

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

7.7 PROPOSED SITES AND BENEFECIARIES FOR GREENHOUSES PER WARD

No	Sub-County	Ward	Project Area
1.	Kieni East	Kabaru	Majuni snowsnappers SHG- Ndathi
		Narumoru	Kabendera Soweto flower SHG- Mwicuiru
2.	Kieni West	Mweiga	Amboni Polytechnic
		Gatarakwa	Watuka Co-op Society
		Mugunda	Tanyai Primary School
3.	Mathira East	Konyu	Kiamabara Factory
		Ruguru	Mitero Huruma SHG Sagana scheme
		Iriani	Kiaruhiu Youth polytechnic
		Karatina Town	Upendo SHG- Gachuiro Chief's Camp
		Magutu	Kamunyu-ini Youth Polytechnic
4.	Mathira West	Kirimukuyu	Gathereini green and food security- Kiangoma
5.	Mukurweini	Mukurweini West	Baraka Health promoters Development SHG
		Mukurweini Central	Thangathi Focus Women group
		Gikondi	Transforming Gamu Youth group
		Rugi	Kigathii Men's unity
6.	Nyeri Central	Gatitu/Muruguru	Ihiga primary school
		Ruringu	Ithenguri Secondary school
		Kiganjo/Mathari	Gachika sec. school - Kiganjo
		Kamakwa/Mukaro	Ihwa Village squatters and stakeholders SHG
		Rware	Rware High School
7.	Nyeri South	Iriaini	Muriko Solar SHG
		Karima	Kiandego Water Project
		Mahiga	Kihome Primary School
		Chinga	Kagongo Youth Polytechnic
8.	Tetu	Wamagana	Karangia Primary School
		Aguthi/Gaaki	Gichangi Women SHG- Mutathi-In
		Dedan Kimathi	Wagatu ó Guthera SHG

7.8 CERTIFICATE OF TENDERER'S VISIT TO THE SITES

1. This is to certify thatí í í í í í í í í í í í í í í í í .

(Name of Tenderer or his Representative)

of the Firm of,

(Name of the Firm Tendering)

Visited the sites in connection with the Tender for,

SUPPLY, INSTALLATION AND COMMISSIONING OF GREENHOUSES

CONTRACT No.....

- 2. Having previously studied the Contract documents, I carefully examined the sites.
- 3. I have made myself familiar with all the local conditions likely to influence the works and the cost thereof.
- 3. I further certify that I am satisfied with the description of the work and the Explanations given by the said Engineer and that I understand perfectly the work to be done as specified and implied in the execution of the Contract.

Signed:

(Tenderer or his Representative)

Witnessed:

(Signature of the Engineer conducting the site visit)

Date: