



UNIVERSITY OF EMBU

**REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION, TESTING,
COMMISSIONING & MAINTENANCE OF 52kWp GRID TIED SOLAR PHOTOVOLTAIC
SYSTEM AT THE OLD ADMINISTRATION BLOCK**

TENDER NO: UoEm/RFP/002/2020-2021

UNIVERSITY OF EMBU
P. O. BOX 6 – 60100 KENYA
Website: www.embuni.ac.ke
Email: procurement@embuni.ac.ke

CLOSING DATE: FRIDAY 28TH JULY 2020 AT 11.00 AM

TABLE OF CONTENTS

SECTION I- LETTER OF INVITATION	5
SECTION II – INFORMATION TO BIDDERS (ITB).....	6
2.1 Introduction	6
2.2 Clarification and Amendment of RFP Documents	6
2.3 Preparation of Technical Proposal	7
2.4 Preparation of Financial Proposal	8
2.5 Submission, Receipt, and Opening of Proposals	8
2.6 Proposal Evaluation General.....	9
2.7 Evaluation Criteria	10
2.7.1.1 Preliminary Evaluation (Stage 1).....	10
2.7.1.2 Technical Evaluation (Stage 2).....	12
2.8 Public Opening and Evaluation of Financial Proposal	15
2.8 Negotiations.....	16
2.10 Award of Contract.....	17
2.11 Confidentiality	17
2.12 Corrupt or Fraudulent Practices	17
2.13.0 Appendix to Information to Bidders (ITB).....	18
SECTION III: - TECHNICAL PROPOSAL	20
1. TECHNICAL PROPOSAL SUBMISSION FORM.....	21
2. FIRM’S REFERENCES	22
3. DETAILED WORK PLAN FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING WORKS OF THE SYSTEMS.....	23
4. TEAM COMPOSITION AND TASK ASSIGNMENTS.....	24
5. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TECHNICAL STAFF ...	25
SECTION IV: - FINANCIAL PROPOSAL	27
1. FINANCIAL PROPOSAL SUBMISSION FORM	28
2. BILL OF QUANTITIES.....	29
3. PROPOSED SYSTEM MAINTENANCE COSTS.....	33
SECTION V: - TECHNICAL SPECIFICATIONS	34
5.1 BACKGROUND INFORMATION	34
5.2 SCOPE OF THE PROJECT	34
5.3 MINIMUM REQUIREMENTS FOR COMPONENTS SPECIFICATIONS	35
SECTION VI: STANDARD FORMS	45
CONFIDENTIAL BUSINESS QUESTIONNAIRE	45
7.1 GENERAL CONDITIONS OF CONTRACT.....	52

7.1.1 GENERAL PROVISIONS	52
7.1.2 COMMENCEMENT, COMPLETION, MODIFICATION AND.....	53
TERMINATION OF CONTRACT	53
7.1.3 FORCE MAJEURE	54
7.2 TERMINATION:.....	54
7.2.1 By the Client	55
7.2.2 By the Bidder	55
7.2.3 Payment upon Termination.....	55
7.3 OBLIGATIONS OF THE BIDDER	56
7.3.1 General.....	56
7.3.2 Conflict of Interests.....	56
7.4 CONFIDENTIALITY.....	57
7.4.1 Insurance to be taken out by the Bidderr:	57
7.5 BIDDER’S ACTIONS REQUIRING CLIENT’S PRIOR APPROVAL	57
7.6 REPORTING OBLIGATIONS	58
7.7 DOCUMENTS PREPARED BY THE BIDDER TO BE THE PROPERTY OF THE CLIENT	58
7.8 BIDDER’S PERSONNEL	58
7.8.1 Description of Personnel.....	58
7.8.2 Removal and/or Replacement of Personnel	58
7.9 OBLIGATIONS OF THE CLIENT.....	59
7.9.1 Assistance and Exemptions.....	59
7.9.2 Changes in the Applicable Law	59
7.9.3 Works and Facilities.....	59
7.10 PAYMENTS TO THE BIDDER	59
7.10.1 Lumps-Sum Remuneration	59
7.10.2 Contract Price.....	59
7.10.3 Payment for Additional Works	59
7.10.4 Terms and Conditions of Payment.....	60
7.10.5 Interest on Delayed Payment	60
7.11 SETTLEMENT OF DISPUTES	60
7.11.1 Amicable Settlement.....	60
7.11.2 Dispute Settlement	60
VIII. SPECIAL CONDITIONS OF CONTRACT	61
IX. APPENDICES	63
APPENDIX A – DESCRIPTION OF THE WORKS.....	63

APPENDIX B – REPORTING REQUIREMENTS	63
APPENDIX C– KEY PERSONNEL AND SUBBIDDERS	63
APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY	63
APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY	63
LETTER OF NOTIFICATION OF AWARD	64
CONFIDENTIAL BUSINESS QUESTIONNAIRE	65
THE CODE OF ETHICS	66

SECTION I- LETTER OF INVITATION

Date: 7/07/2020

To: All eligible interested candidates

Dear Sir/Madam,

The University of Embu invites proposals for supply, installation, testing, commissioning and maintenance of 52kW_p Grid tied solar photovoltaic system for the University of Embu. The system will consist of 52kW_p of panels and 40kW_{AC} of inverters installed at the OLD Administration Block.

The Request for Proposal (RFP) includes the following documents;

Section I - Letter of Invitation

Section II - Information to Bidders Appendix to Bidders Information

Section III – Equipment Specifications and Bill of Quantities

Section IV - Technical Proposal

Section V - Financial Proposal

Section VI - Standard Forms

Interested eligible candidates may obtain further information from the Procurement office, University of Embu through email address procurement@embuni.ac.ke. The documents may be downloaded free of charge from the University website www.embuni.ac.ke.

Mandatory site visits will be held on 13th and 14th to enable social distancing. Interested bidders who download the bid documents are requested to immediately write an email to procurement@embuni.ac.ke indicating their company details to enable us plan for the site visits thus avoid crowding. Emails will then be sent indicating date and time for each bidder. As per our advertisement, all those who plan to attend are advised to wear facemasks.

Bidders are also advised that those within the containment areas should seek for passes/letters to travel through the road- blocks from the relevant government authorities.

Completed proposal documents are to be enclosed in separate envelopes (financial and technical proposals) and the put together in one plain sealed envelope marked with tender reference number and deposited in the Tender Box located at the University Reception or sent to the University of Embu to:

The Vice Chancellor,

University of Embu,

P. O. Box 6 – 60100, Embu,

So as to be received on or before **28th July, 2020 at 11.00 am.**

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

Technical Proposals will be opened at the **Procurement Boardroom** immediately thereafter in the presence of the candidates or their representatives who choose to attend.

THE VICE CHANCELLOR,

UNIVERSITY OF EMBU

NOTE: UNIVERSITY OF EMBU DOES NOT LEVY ANY FEES TO AWARD TENDERS

SECTION II – INFORMATION TO BIDDERS (ITB)

2.1 Introduction

2.1.1 The Client named in the Appendix to “ITB” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix and as per due diligence done by tender committee.

2.1.2 The Bidders are invited to submit a **Technical Proposal** and a **Financial Proposal**, or as specified in the Appendix “ITB” for installation works required for the assignment named in the said Appendix.

2.1.3 The Bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, bidders are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and/or attend a **preproposal conference/Site visit** or as specified in the Appendix “ITB” where applicable. Bidders should contact the officials named in the Appendix “ITB” to arrange for any visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring Entity will provide the inputs specified in the Appendix “ITB”, assist the firm in obtaining licenses and permits needed to carry out the works and make available relevant project data and reports.

2.1.5 Please note that:

- (i)** The costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and
- (ii)** The Client is not bound to accept any of the proposals submitted.

2.1.6 The Procuring Entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Bidders may request a clarification of any of the RFP documents only up to seven **[7] days** before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITB”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Bidders.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. The Addenda shall be sent by

mail, cable, telex or facsimile to all invited Bidders and will be binding on them. The Client may at discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Bidder's proposal shall be written in the **English Language**.

2.3.2 In preparing the **Technical Proposal**, Bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the **Technical Proposal**, Bidders must give particular attention to the following:

- (i)** If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual bidder(s) and/or other firms or entities in a joint venture or sub-EPC as appropriate. Bidders shall not associate with the other Bidders invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii)** System specifications, simulations, and warranties
- (iii)** It is desirable that the majority of the key professional staff proposed be permanent employees of the firm
- (iv)** Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v)** Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- (vi)** The bidder to provide proof of experience in carrying out similar works for other clients as requested in the appendix 'ITB'

2.3.4 The **Technical Proposal** shall provide the following information using the attached **Standard Forms**;

- (i)** A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii)** CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of

years working for the firm/entity and degree of responsibility held in various assignments during **the last Five (5) years**.

(iii) Detailed specifications of the equipment being supplied clearly indicating the make, model, size, quantities, country of origin, etc

(iv) Any other additional information

2.3.5 The **Technical Proposal** shall not include any **financial information**.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the **Financial Proposal**, Bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The **Financial Proposal** should follow the bill of quantities listed.

2.4.2 The **Financial Proposal** should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the Bidders, the sub-Bidders and their personnel, unless Appendix ITB specifies otherwise.

2.4.3 Bidders shall express the price of their works in **Kenya Shillings**.

2.4.4 The Proposal must remain **valid for 120 days** after the submission date. If the Client wishes to extend the validity period of the proposals, the Bidders shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (**Technical Proposal and Financial Proposal**) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the Bidders shall prepare the number of copies indicated in Appendix ITB. Each **Technical Proposal** and **Financial Proposal** shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the **Technical Proposal** shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the **Financial Proposal** in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITB" and should be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE**."

2.5.4 The completed **Technical** and **Financial Proposals** must be delivered at the submission address on or before the time and date stated in the Appendix “ITB”. Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.

2.5.5 After the deadline for submission of proposals, the **Technical Proposal** shall be opened immediately by the opening committee. The **Financial Proposal** shall remain sealed and deposited with a responsible officer of the client department up to the time for opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any bidder wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITB”. **Any effort by the bidder to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the bidder’s proposal.**

2.6.2 **Evaluators of Technical Proposals** shall have no access to the Financial Proposals until the **Technical Evaluation** is concluded.

2.7 Evaluation Criteria

2.7.1 The tenders submitted will be evaluated in three stages;

- i) Preliminary,
- ii) Technical and
- iii) Financial.

The evaluation criteria will be based on the following weights:

- a. Technical - 80%
- b. Financial - 20%

2.7.1.1 Preliminary Evaluation (Stage 1)

At this stage the evaluation committee will examine the tenders to determine whether they are complete, whether the documents have been properly signed, and if the tenders are generally in order. Proof of registration and meeting regulatory and statutory requirements.

Bidders must have attached the following documents;

(A)	Mandatory Requirements of the firm
1.	Business registration / Certificate of Incorporation
2.	NCA Registration Certificate Class 6 Electrical Contractor or higher
3.	Valid NCA Contractors Annual Practicing License for above NCA certificate
4.	Valid License- Electrical Contractor - Class C by EPRA or above
5.	Valid EPRA Class C1 License for the bidder
6.	Valid T3 EPRA license of the bidder's solar technician
7.	Valid Tax Compliance Certificate
8.	Valid CR12 of the company less than 6 months Old and Identity Cards of the directors
9.	A bank or insurance guarantee from a valid provider of sum of KES 200,000 and valid for 30 days after validity of tender.
10.	Bidder must attach PVSYST/Equivalent simulation and guaranteed energy savings per year
11.	Fill and sign the confidential business questionnaire on page
12.	Sign and stamped code of ethics
13.	Attach a site visit certificate
14.	Paginate all the pages

NB: Provide one original and a copy of both technical and financial proposals. A firm that does not satisfy the above requirements will be eliminated at this level. NB: Upon the award of contract the bidder must have Valid WIBA and a performance security. Any bidder who does not meet the mandatory requirements will not proceed to the next level of evaluation.

Attach AGPO certificate if you have.

2.7.1.2 Technical Evaluation (Stage 2)

The table below gives criteria to be followed at the technical evaluation stage.

At the technical evaluation stage, the proposal shall be subjected to the technical evaluation criteria as stipulated in the table below. The maximum scores shall be 80/80 with a pass mark of 60/80 points.

Technical Evaluation Scores

Item No	Description	Criteria	Maximum Score
1	Experience in similar works of installing at least 4 systems of minimum 40kW in the last 5 years. Preferably for learning institutions	<p>4 assignments: 10 points 3 assignments: 7 points 2 assignments: 5 points 1 assignment: 2 points</p> <p><i>Attach copies of BOTH <u>completion certificates</u> AND <u>recommendation letters</u> by the client. No score will be awarded in the absence of these documents.</i></p>	10
2	<p>a) Technical Data sheets for main components and warranties for each and accompanied by manufacturer authorization: Inverters, Solar Panels, Mounting Systems, Combiner Boxes, Remote Monitoring System</p> <p>b) Detailed work plan</p> <p>c) PVSYST/equivalent Simulation of all the 3 systems. Also indicate the guaranteed Energy Savings per year for the systems 25 years</p>	<p>All specifications must meet all the minimum requirements, Attach specifications on manufacturer letter head and manufacturer authorization. Inverters (3 points) Solar panels (3 points) Mounting structures (3 points) Combiner Boxes (3 points) Monitoring System (3 points)</p> <p>A work plan detailing from procurement to commissioning. (Maximum 12 weeks) – (5 points). Use the sample table in Section III (3.)</p> <p>Complete simulation using minimum specifications provided in (a) above (10 points). Also, indicate guaranteed savings per year for 25 years and the degradation percentage used including assumptions made. Indicate how often the maintenance will be done. (10 points above 80%, 5 points for 75% to 80%, and 2 points for below 75% of the simulated energy savings at 25 years)</p>	40

3	Qualifications and experience of the key staff for the assignment	<p><u>PROJECT ENGINEER/PROJECT MANAGER</u></p> <p><u>Qualifications:</u> At least a Bachelors’ Degree in Mechanical, Electrical, Energy, Environmental, Civil, Mechatronic, and Chemical engineering or any other relevant field from a University recognized in Kenya and person with EBK registration (<i>MUST Submit certified copies of certificates and CV signed by the owner</i>) – (5 points)-</p> <p><u>Experience</u> Must have a valid T3 license by EPRA (5 points) - 4-5 years post registration experience: 5 points - 2-3 years post registration experience: 3 points - 1 year post registration experience: 1 point (<i>Attach valid EPRA T3 license and indicate projects done in the last 5 years on the CV</i>)</p> <p><u>SAFETY OFFICER</u></p> <p><u>Qualifications:</u> At least a Diploma hOlder in a relevant field from an institution recognized in Kenya and certificate in safety training (<i>MUST Submit certified copies of certificates and CV signed by the owner</i>) – (3 points)</p> <p><u>Experience</u> - 4-5 years post-graduation experience: 2 points - 3 years and below post-graduation experience: 1 points (<i>Attach certificates and indicate projects done in 5 years on the CV</i>)</p> <p><u>LEAD TECHNICIAN:</u> Lead technician must have at least a certificate in electrical installation or equivalent and Valid EPRA T2 license. <i>Submit copies of certificates, license and CV – (3 points)</i></p> <p><u>Experience (2 points)</u> - 5 years’ experience: 2 points - 3 years’ and below experience: 1 points (<i>MUST Submit certified copies of certificates and CV signed by the owner</i>)</p> <p>THE BIDDER MUST SUBMIT A LETTER OF COMMITMENT TO AVAIL THE ABOVE STAFF IN THE EVENT OF AWARD. NO SCORE WITHOUT THE LETTER.</p>	20
---	---	---	----

4	Financial capability		
	Must demonstrate financial capability in carrying out the solar installation of such capacity - Annual Turn over- KES 7 million and above. (<i>Attach Audited Accounts for the last Two (2) years (2018 and 2019) (2.5 points each)</i>) <i>Bank Reference letter that indicates credit worthiness (5 marks)</i>		10
	TOTAL POINTS		80

Each responsive proposal will be given a **TECHNICAL SCORE (ST)**. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference, simulation or guarantees or technical capability of the team to deliver or if it fails to achieve the minimum technical score of **(60/80)**.

Due diligence may be applied at this stage to verify the information provided and get feedback from the submitted referees of the bidder.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After **Technical Proposal Evaluation**, the Client shall notify those Bidders whose proposals did not meet the **minimum qualifying mark** or were **considered non-responsive to the RFP** and Terms of Reference, indicating that their **Financial Proposals** will be returned after completing the selection process. The Client shall simultaneously notify the Bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the **Financial Proposals** and stating that the opening ceremony is open to those Bidders who choose to attend. The opening date shall not be sooner than seven (7) **days** after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The **Financial Proposals** shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the bidder, the technical scores and the proposed prices shall be read aloud and recorded when the **Financial Proposals** are opened. The Client shall prepare minutes of the public opening.

2.8.3 The **Evaluation Committee** will determine whether the **Financial Proposals** are complete (**i.e. whether the bidder has costed all the items of the corresponding Technical Proposal and correct any computational errors**). The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the **Financial Proposal** as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. **DETAILS OF SUCH PROOF SHALL BE ATTACHED BY THE BIDDER IN THE FINANCIAL PROPOSAL.**

2.8.5 The formulae for determining the **Financial Score (SF)** shall, unless an alternative formulae is indicated in the Appendix "ITB", be as follows:-

$$SF = 20\% \times FM/F$$

Where;

SF is the Financial Score;

FM is the lowest priced financial proposal; and

F is the price of the proposal under consideration.

This formula calculation will be done for the system cost (SC) and then be done for the proposed maintenance cost (MC) first 5 years of the system. The Total Financial Score will be $SF_T = (MC+SC)$. The two calculation will be done as a total score.

Proposals will be ranked according to their combined **Technical Score (ST)** given as a **fraction out of 80** and **Total Financial Score (SF)** given as a **fraction out of 20** using the weights (**T=80%** the weight given to the **Technical Proposal**, **P = 20%** the weight given to the **Financial Proposal**);

Combined Score, S = ST x T% + SF x P% = indicated in the Appendix.

The combined technical and financial score, S, is calculated as follows: $S = ST \times T \% + SF \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The Tender Evaluation Committee shall evaluate the tender within 21 days from the date of opening the tender.

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

2.8 Negotiations

2.9.1 Negotiations will be held at the same address as “**address to send information to the Client**” indicated in the Appendix “ITB”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the **Technical Proposal**, the proposed technical specifications, the proposed work plan, the simulation results and the guaranteed energy savings, maintenance costs, . The Client and firm will then work out final specification, and deliverables and then the agreed terms will then be incorporated in the “**Scope of Works**” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified and the second ranked be invited for negotiations.

2.9.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initialize the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.5 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidders on the shortlist that they were unsuccessful and return the **Financial Proposals** of those Bidders who did not pass the **Technical Evaluation**.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix ITB.
- 2.10.3 The parties to the contract shall have it **signed within 14 days from the date of notification of contract award** unless there is an administrative review request.
- 2.10.4 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 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.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, works, equipment and facilities to provide what is being procured,
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

- 2.11.1 Information relating to Evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or Fraudulent Practices

- 2.12.1 The Procuring Entity requires that the Bidders observe the highest standards of ethics during the selection and award of the EPC contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The Procuring Entity will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

2.13.0 Appendix to Information to Bidders (ITB)

The following information for procurement of EPC works and selection of Bidders shall complement or amend the provisions of the information to Bidders, wherever there is a conflict between the provisions of the information to Bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to Bidders.

Clause Reference

2.13 The name of the Client is: **THE UNIVERSITY OF EMBU**

2.13.1 The method of selection is: **REQUEST FOR PROPOSAL**

2.13.2 Separate Technical and Financial Proposals are requested: YES. The name, objectives, and the description of the assignment are to supply, install, commissioning and maintain 52kWp Grid Tied Solar PV systems at the OLD Administration Building for the University of Embu

2.13.3 A pre-proposal conference /Site visit will be held: **Bidders must visit site on 13th and 14th July 2020 at 10:00am (any of the two days as per invitation to tender)** to obtain data from site; Cable lengths, roof inclination, structural roof survey, KPLC bills, discussions with the consultant regarding the systems, etc

The contact(s), address (es) and telephone numbers of the Client are:

PROCUREMENT DEPARTMENT

TEL: 0714243682 E-MAIL: procurement@embuni.ac.ke

2.13.4 The Client will provide the required inputs as agreed with the bidder

2.13.5 The RFP documents may be downloaded from the website

2.13.6

(i) Bidders are not **ALLOWED** to associate with **other Bidders** invited for this assignment.

(ii) The minimum required experience of bidder is 4 projects of similar or higher size:

2.13.7 Additional information in the Technical Proposal includes: **NONE**

2.13.8 Taxes: The Client will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The **Financial Proposal** should therefore show breakdown of any taxes payable in Kenya.

2.13.9 Bidders shall express the price of their works in **KENYA SHILLINGS (KSHS)**.

2.14 The proposal validity period shall be **120 days** from the date of opening of the tender.

2.15 Bidders must submit an **ORIGINAL** and **ONE** additional copy of each proposal (Technical and Financial).

2.15.1 The proposal submission address is:

**VICE CHANCELLOR
UNIVERSITY OF EMBU
P.O. BOX 6 – 60100 EMBU,
TEL: 0714243682
Email: procurement@embuni.ac.ke
Information on the outer envelope should also include:**

2.15.2 TENDER NO: UoEm/RFP/002/2020-2021

TENDER TITLE: Supply, Installation, Commissioning and Maintenance of 52kWp Grid Tied Solar PV Systems at the OLD Administration Building,

2.15.3 The **Original** and all **Copies** of the **Technical Proposal** shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, and the **Original** and all **Copies** of the **Financial Proposal** in a sealed envelope duly marked “**FINANCIAL PROPOSAL**”. Both envelopes shall be placed in an outer envelope and sealed.

2.16 The minimum technical score required to pass is: **60%**

2.17 Alternative formulae for determining the financial scores is the following: **NONE**
The weights given to the **Technical (T)** and **Financial (P) Proposals** are:

T = 0.80 and P = 0.20

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the Technical Proposals, the bidder is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the Bidders own risk and may result in rejection of the bidder's proposal.

3.2 The Technical Proposal shall provide all required information and any necessary additional information and shall be prepared using the Standard Forms provided in this Section.

3.3 The Technical Proposal shall not include any financial information unless it is allowed in the Appendix to information to the Bidders or the Special Conditions of contract.

3.4 The Technical Proposal shall contain the following:-

- i.** Technical Proposal Submission Form
- ii.** Particulars of the bidder firm
- iii.** Technical Specifications
- iv.** Proposed work plan
- v.** Duly completed business questionnaire
- vi.** Duly signed and stamped code of ethics

1. TECHNICAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: _____ *[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide supply, installation, testing and commissioning works for _____ *[Title of works]* in accordance with your Request for Proposal dated _____ *[Date]* and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]:*

_____ *[Address:]*

2. FIRM’S REFERENCES

Relevant Works Carried Out in the Last Five Years That Best Illustrate Experience

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country:
Name of Client:		Location/City/Town:
Address of Client:		Name of clients contact person:
Clients contact number:		Contract Value (KES)
Start Date (Month/Year)	Completion Date (Month/Year)	Firms Professional Staff of the Firm:
Name of Associated Bidders. If any:		No of Months Associated Bidders:
		Staff provided by Associated Bidders:
Name of Senior Staff (Team Leader):		
Description of Actual Works Provided by Your Staff:		

(Attach Evidence of Work E.G,—Completion certificate and reference letter from Client)

Full name of authorized representative of bidder:

Signature:

Date:

3. DETAILED WORK PLAN FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING WORKS OF THE SYSTEMS

Supply, Installation, Testing & Commissioning Works Schedule		
Duration	Activities	Staff Allocation
Week 1		
Week 2		
Week 3		
Week 4		
Week 5		
Week 6		
Week 7		
Week 8		
Week 9		
Week 10		
Week 11		
Week 12		

- Add rows if need be
- Include a Gantt chart for the same

Annual Maintenance Works Schedule		
Duration	Activities	Staff Allocation
Quarter 1		
Quarter 2		
Quarter 3		
Quarter 4		

Add as much details as possible

4. TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical Staff

Name	Position	Task

5. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TECHNICAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

CERTIFICATION

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Full name of staff member:

Signature:

Date:

Full name of authorized representative:

Signature:

Date:

Official rubber stamp

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

The **Financial Proposal** prepared by the bidder should list the costs associated with the project. These costs must cover all the items listed in the bill of quantities and all other costs the bidder deems necessary for the successful implementation of the project. The costs should be broken down so as to be clearly understood by the procuring entity.

The Financial Proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances whatsoever. The **Financial Proposal** should be prepared using the **Standard Forms** provided in this part.

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: _____

_____ *[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide supply, installation, testing and commissioning works for (_____) *[Title of works]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal.

Our attached Financial Proposal is for the sum of (_____) *[Amount in words], [KES. _____] [Amount in figures]* inclusive of the taxes.

The associated annual maintenance costs for the installed systems for the next 25 years will be the sum of (_____) *[Amount in words], [KES. _____] [Amount in figures]* inclusive of the taxes billed annually under annual maintenance contract.

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. BILL OF QUANTITIES

PRELIMINARIES

S/NO	DESCRIPTION	TOTAL PRICE (KES)
	Site safety- The Contractor shall take all precautions as necessary to ensure maximum safety for all persons, engaged upon or visiting the works.	
	Tools - Provide all necessary cranes, hoists and other plant including ladders, staging, access gangway tackle tarpaulins, tools, moulds, template etc., necessary for the proper execution of the works and properly maintaining them during the contract performance.	
	Security of works- The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, etc. and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss of damage and the protection of the public. The contractor will be in charge of storage of his materials.	
	Lighting - The Contractor shall provide at his own risk and cost the required electricity supply for the works including that required by sub- contractors and others on site.	
	Existing property - The contractor shall take all precautions to avoid damage to all existing property including buildings, roads, cables, drains and other services and he will be held responsible for and shall make good all such damages arising from the execution of this contract at his own expenses to the satisfaction of the Architect.	
	Removal of rubbish - Remove all rubbish and debris from the buildings and site as it accumulates. All works in this contract should be delivered up clean.	
	Insurances - The Contractor shall insure the works.	

Total costs of supply, installation, testing and commissioning of the

S/NO	DESCRIPTION	QUANTITY	UNIT PRICE (KES)	TOTAL PRICE (KES)
1.	Solar PV modules as per specification of minimum 370Wp each	Total 52kW _{pDC} + 5% extra for replacement purpose		
2.	Mounting structures as per specifications	Complete solar mounting structures with all accessories for a total of 52kWp		
3.	INVERTERS Grid tie 3phase inverters- with minimum 5 years warranty and an option to extend to 15 years	2 No. of 3 Phase inverters of 20kW _{AC} or above for OLD Administration block with stands		
4.	System monitoring facility to be provided as per specifications	An energy monitoring unit, complete with all compatible accessories and data manager		
5.	Digital display kWh meter with communication capability to be installed in the AC Combiner Box	Display meter with installation accessories, at the AC combiner board with enclosure boxes		

6.	Pure copper, Lightning arrestors	Lightning arrestors and copper strip to earth		
7.	System Earthing as per specifications	Pure copper earth rods earth pit, with earth chemical, inclusive of civil works e.g. cover		
8.	AC/DC Cables of appropriate size to be used in the systems. As per specifications	DC cables 6mm ² - 1500 metres AC Cables Earth cable 10mm ² – 1 core - 50 metres Earth cable 16mm ² – 1 core - 100 metres Flex 25mm ² – 4 core – 20 metres Armoured 95mm ² – 4 core – 90 metres		
9.	AC Combiner Box should have necessary surge arrestors. The AC Combiner Box must have an isolator switch in between board and the grid connection point.	1PC 80A MCCB 2 way DB with 1 incoming rated 80A and 2 outgoing rated 45A. Wall mounted 1PC 4P 80A Isolator switch with enclosure – Wall mounted		
12.	Danger Signs, Warnings, Safety measures, Fire Extinguishers,	Include all excavation works as identified in the site visit		

	Drawings and Manuals, etc., are to be provided and placed in appropriate locations			
13	Walkways installation and plumbing works as per specifications	(Include the warranty of minimum 5 years)		
14	Allowance for Overheads	Lot		
15	A weather station to be integrated with monitoring system.	As per specifications below		
16	Installation and commissioning costs	Lot		
17	SUB TOTAL			
18	TAXES			
19	GRAND TOTAL			

3. PROPOSED SYSTEM MAINTENANCE COSTS

Total maintenance cost for 5 years, to be billed annually under Annual Maintenance Contract (AMC)

Maintenance Period	Amount (KES)	Remarks
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Tool box (list of the tools as below)		
Subtotal		
Taxes		
Total		

List of tools and tackles proposed to be kept in a tool box at site by the EPC for regular maintenance works:

1. Clamp meter,100A -1pc
2. Multi meter, 1000V-1pc
3. Insulation tester-1pc
4. Infrared thermometer-1pc
5. Potable Irradiance meter-1pc
6. 1 Set of screw drivers and 1 set of Allan keys -1 set each
7. MC4 Crimping tool – 1 pc

SECTION V: - TECHNICAL SPECIFICATIONS

5.1 BACKGROUND INFORMATION

University of Embu conducted an energy audit in the year 2017 and has been implementing the energy saving measures since then. As part of the audit, an alternative reOLDable energy source (Grid Tied Solar PV) was recommended. Therefore, the University of Embu invites proposals for supply, installation, testing, commissioning and maintenance 52K_{wp}/40k_{W_{AC}} grid tied solar photovoltaic at the OLD Administration Block for the University of Embu.

The system will be roof mounted on the rooftops of existing buildings. The intended systems will be integrated with the LV power distribution system of the current locations of University at the KPLC main incomers to complement a substantial electricity requirements of the University during the day.

5.2 SCOPE OF THE PROJECT

1. Detailed engineering designs of all the grid tied solar PV systems for the university
2. Perform system simulation report preferably PVSYST/equivalent Simulations. Using the simulation results, annual degradation of the system, and stating any assumptions used, the bidder must give a performance guarantee of minimum kWh savings the system from year 1 for next 25 years.
3. Procurement of approved components which meets the expected technical specifications highlighted herein including supply of PV modules, roof mounting structures, combiner boxes, inverters, zero export system, energy meter, real time monitoring unit, and all other necessary components and accessories that will ensure safety, compliance and quality of the system.
4. Installation, testing and commissioning the system complete with all requirements and train the university staff on how to use the system.
5. The bidder shall carry out regular maintenance of the systems so as to ensure that they meet the product warranties and performance guaranteed terms and conditions.
6. The scope of work under warranty and maintenance periods includes supply of all required spares necessary for smooth operation of the system for the next 5 years. Spares will be charged on case to case basis.
7. List of minimum tools and tackles proposed to be kept in a tool box at site by the EPC during warranty and maintenance period shall be indicated in the bid.

8. The scope of supply shall also include comprehensive insurance, storage & in-transit transportation.
9. The civil works like foundation, mountings and any shelters for equipment or components, if required shall also be in scope of supplier.
10. All the fittings and accessories that might not have been mentioned specifically in the specification/ tender but are required for the supply, installation, testing, commissioning and maintenance of the systems shall be deemed to be included in the specification and shall be supplied and furnished by the bidder without any extra charge to the university
11. All the necessary co-ordination with regard to sub-contracted works, if any, shall be carried out by the bidder only with prior approval by the university. The client will communicate only with the bidder and not subcontractor for all matters pertaining to this contract.

5.3 MINIMUM REQUIREMENTS FOR COMPONENTS SPECIFICATIONS

It is understood that various bidders will have various suppliers of materials and systems components. Technical specifications vary from supplier to supplier but there are specific minimum requirements for each component that must be met by various suppliers of these components.

This section sets out the minimum requirements for the main system components and equipment so as to ensure that the bidders propose items that meet particular technical specifications or higher for better performance and utilization of solar energy.

The following are the technical specifications expected to be met by various components and equipment to be used in the Supply, Installation, Testing, Commissioning and maintenance of 52 kWp Solar PV in the OLD Administration Building at the University of Embu.

The proposed items to be quoted in the **Bill of Quantities** section must adhere to these specifications or provide higher quality.

S/NO	DESCRIPTION	QUANTITY
1.	<p>SOLAR PV MODULES: The PV modules shall have a power warranty of minimum 80 % at STC after 25 years and a product warranty of at least 25 years.</p> <p>Module efficiency of 19% and above consisting of half cut 144 cells, monocrystalline PERC with minimum 370Wp. Modules less than 370Wp will not be accepted.</p> <p>Aluminum frame. Approximate Open circuit voltage (Voc) of 48.5 V, Optimum operating voltage (Vmp) of 39.9 V, Short circuit voltage (Isc) of 9.6 A, Optimum operating current (Imp) of 9.3 A, , IP 65 rated connection box, MC4 connectors, 3 bypass diodes per module, inbuilt blocking diodes, Maximum system Voltage of 1500V.</p> <p>The PV system shall consist on only one type of PV module and all the modules shall have the same rated power. The module strings must be optimized to minimize the mismatch losses.</p> <p>The PV modules shall have a TÜV certification and, as a minimum, be in compliance with the following standards:</p> <ul style="list-style-type: none"> - IEC 61215 (Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval) - IEC 61730-1 (Photovoltaic (PV) module safety qualification – Requirements for construction) - IEC 61730-2 (Photovoltaic (PV) module safety qualification – Requirements for testing) - IEC 62716 (Photovoltaic (PV) modules – Ammonia corrosion testing) - IEC 61701 (Salt mist corrosion testing of photovoltaic (PV) modules) 	<p>Total 52kWp of panels.</p> <p>Add 5% extra modules as spare for future replacements</p>

	The PV modules shall meet the sales requirements in East Africa	
2.	<p>MOUNTING STRUCTURES</p> <p>Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, fasteners, nuts and bolts</p> <p>Must Aluminium structures. Necessary protection towards rusting need to be provided either by coating or anodization.</p> <p>The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the PV panels</p> <p>Regarding civil structures the installer needs to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof as found during site visit/pre bid conference.</p> <p>The recommended tilt angle to be between 15⁰ and 17⁰ to the horizontal. Take into consideration the roof profiles and tilt angles as measured/found during site visit/pre bid conference</p>	Complete solar mounting structures with all accessories for a total of 52kWp of PV panels considering the roof type
3.	<p>INVERTERS</p> <p>Grid tie 3phase inverters- with minimum 5 years warranty and an option to extend to 15 years. Integrated earth fault protection, rapid shutdown, and integrated surge protection on DC and AC sides. String inverters, with built in module level monitoring. Maximum allowable DC power input of at least 150% of the inverter rated power. Efficiency of inverter must be 98% or above. The inverters shall have a TÜV certification and as a minimum be in compliance with the following standards:</p> <p>- IEC 61727 (Photovoltaic (PV) systems – Characteristics of the utility interface) or EN 50438 (Requirements for micro-</p>	2 No. of Tri Phase inverters of 20kW _{AC} for OLD Admin Block with mounting stands

	<p>generating plants to be connected in parallel with public Low Voltage distribution networks)</p> <ul style="list-style-type: none">- DIN V VDE 0126-1 (Automatic disconnection device between a grid-parallel generator and the public low-voltage network)- IEC 62103 (Electronic equipment for use in power installations) or EN 50178 <p>IP 65 rating or above</p> <p>Inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.</p> <p>The output power factor of inverter is suitable for all voltage ranges or reactive power.</p> <p>The must have AC and DC surge protectors and protection against short circuiting</p> <p>Inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.</p> <p>Built-in meter and data logger to monitor plant performance through external computer.</p> <p>Anti-islanding (Protection against Islanding of grid): The inverter shall have anti islanding protection in conformity to IEEE 1547/UL 1741/ IEC 62116 or equivalent BIS standard.</p> <p>Inverter shall have a direct current isolation provided at the output by means of a suitable isolating transformer.</p> <p>Inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.</p> <p>The inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental</p>	
--	--	--

	<p>tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2 (1,2,14,30)/ Equivalent BIS Std.</p> <p>The MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30)/ Equivalent BIS std. The junction boxes/ enclosures should be IP 65 (for outdoor) as per IEC 529 specifications.</p> <p>The inverters should be tested from the MNRE approved test centers / NABL / BIS / IEC accredited testing- calibration laboratories.</p>	
<p>4.</p>	<p>MONITORING SYSTEM WITH COMPLETE ACCESSORIES</p> <p>Monitoring facility to be provided. Graphical visualization. User interface through internet connectivity for monitoring, at the minimum, AC/DC parameter monitoring of, I, V, P, Q, S, PF, THD, solar irradiation, module temperature, room temperature, and relative humidity. Cloud storage and data retrievable. Must include an energy meter for zero export control. Energy meter along with CT/PT should be of 0.5 accuracy class</p> <p>Data Acquisition System shall be provided for each of the solar PV system. Temperature probes for recording the Solar panel temperature and ambient temperature to be provided complete with readouts integrated with the data logging system.</p> <p>String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.</p> <p>Real time energy monitoring shall be in addition to the digital AC energy meter described in item 5 below.</p> <p>All instantaneous data shall be shown on the computer screen.</p>	<p>1 No. Energy monitoring unit complete with all compatible accessories and data manager</p>

	<p>Software shall be provided for USB download and analysis of DC and AC parametric data for individual system</p> <p>Provision for instantaneous Internet monitoring and download of historical data (up to 5 years ago) shall be also incorporated</p> <p>Installer shall be obligated to push real-time plant monitoring data on a specified intervals (say 15 minute) through open protocol at receiver location (cloud server) in preferred format.</p>	
5.	<p>DIGITAL DISPLAY ENERGY METER</p> <p>In addition to remote monitoring system, the supplier must provide a digital display kWh meter with communication capability using standard protocols. The meter must be calibrated by KPLC and calibration certificate provided. This will be mounted at the solar outgoing to record solar power generation on a daily basis. Energy meter along with CT/PT should be of 0.5 accuracy class.</p>	1 Digital display energy meter with installation accessories
6.	<p>LIGHTNING ARRESTER</p> <p>Made of pure copper, 5ft long with 4 spikes, properly mounted with connection to copper strip of 3*25mm one for each roof used for each system each with a test clamp. Lightning protection should be provided as per IEC 62305 standard.</p>	1 No. Lighting arrestor
7.	<p>EARTHING</p> <p>Each array structure of the PV should be earthed properly as per IS: 3043-1987.</p> <p>The lightning arresters should also be earthed inside the array field. Inverters, ACDB and DCDB should also be earthed properly.</p> <p>Earth resistance shall not be more than 5 ohms.</p> <p>It shall be ensured that all the Earthing points are bonded together to make them at the same potential.</p>	1 PC of pure copper earth rods, earth pit with cover, and with earth chemical
8.	<p>AC & DC CABLES</p> <p>Cables of appropriate size to be used in the systems.</p> <p>Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards.</p>	DC cables 6mm ² - 1500 metres

<p>Excellent resistance to heat, cold, water, oil, abrasion, UV radiation. Sizes of cables between array interconnections, array to Inverters shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%).</p> <p>DC cabling, XLPE or, XLPO insulated and sheathed, Stabilized single core multi-stranded flexible copper cables shall be used. Single Core Flex Stranded cable, Class 5 flexible tinned copper,</p> <p>Low Smoke Zero Halogen Rubber, Low Smoke Zero Halogen Rubber Red / Black in colour, Voltage 1500V, EN 50618, TUV 2Pfg 1169- 08, CE, TUV, ROHS, Max. Service temperature 120 Degree C, Max. Short circuit temperature 250 Degree C, Min Service Temperature - 40 Degree C, Min. Bending radius X3 cable diameter, Impact resistance; AG2 Medium severity, Chemical & Oil Resistant, Grease & Mineral Oil resistant, UV resistant based on EN 50618, AD8 Submerged, 30 Years, Open Air/ Burried</p> <p>AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible copper cables shall be used.</p> <p>Outdoor AC cables shall have a UV-stabilized outer sheath. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross-linked XLPO type and black in color.</p> <p>The DC cables from the PV modules arrays shall run through a Stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.</p> <p>Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers.</p>	<p>AC Cables</p> <p>Earth cable 10mm² – 1 core - 50 metres</p> <p>Earth cable 16mm² – 1 core - 100 metres</p> <p>Flex 25mm² – 4 core – 20 metres</p> <p>Armoured 95mm² – 4 core – 100 metres</p>
--	--

	<p>All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm² copper.</p> <p>The size of the neutral wire size shall be equal to the size of the phase wires. All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferules so that the cable easily identified. All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards.</p> <p>DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1500V. The ratings given are approximate. Bidder to indicate size and length as per system design requirement as per his site visit. Any change in cabling sizes if desired by the bidder shall be approved after citing appropriate reasons. All cable schedules/ layout drawings shall be approved prior to installation.</p> <p>Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards. PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.</p> <p>The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.</p> <p>The total voltage drop on the cable segments from the solar grid inverter to the AC distribution board shall not exceed 2.0%</p>	
--	--	--

<p>9.</p>	<p>A weather station with the following components capabilities:</p> <p>Wind direction sensor; Weather proven all-metal version, high precision with low starting value · large measuring range</p> <p>Wind speed sensor; Weather proven all-metal housing, high resolution with low starting value</p> <p>Temperature/ humidity sensor; Proven environmental measurement technology, sensor shelter, optional artificial ventilation</p> <p>Air pressure sensor; Robust measurement technology, proven industrial design</p> <p>Precipitation sensor; Weather proven all-metal housing, precise tipping bucket bearing, reliable long-term operation</p> <p>Pyranometer; Silicon Pyranometer, easy alignment using the integrated circular level</p> <p>Data logger Modular design 12+1 channels, outdoor sheet steel housing</p> <p>Mast system; Modular mast system with sensor adapters and clamps for meteorological sensors</p> <p>Solar panel for self-sufficient energy supply with battery buffer</p> <p>Software for data visualization, Data storage and export. Software for configuration of the data logger</p>	<p>1 set</p>
-----------	--	--------------

10.	<p>AC Combiner Box</p> <p>ACDB should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.</p> <p>All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS 60947 part I, II and III</p> <p>The changeover switches if not existing, should be done by bidder as part of the project.</p> <p>All the Panel's shall be metal clad, totally enclosed, rigid, floor or wall mounted, air - insulated, cubical type suitable for operation on three phase, 50 Hz</p> <p>The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather</p> <p>All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.</p> <p>Each ACDB must have an isolator switch in between board and the grid connection point.</p>	<p>1PC 80A MCCB 2 way DB with 1 incoming rated 80A and 2 outgoing rated 45A. Wall mounted</p> <p>1PC 4P 80A Isolator switch with enclosure – Wall mounted</p>
11.	<p>Danger Signs, Warnings, Safety measures, Fire Extinguishers, Drawings and Manuals, etc., are to be provided and placed in appropriate locations</p>	Set
12.	<p>Walkways installation and plumbing works for maintenance purposes. Must be non-rust material with 5 year warranty.</p>	Set

SECTION VI: STANDARD FORMS

CONFIDENTIAL BUSINESS QUESTIONNAIRE

I. BUSINESS DETAILS

A. Statutory Requirements and Contacts

1. Business Name: _____
2. Type of Business: _____
3. Certificate of Registration/Incorporation No. _____
4. VAT Registration No. _____
5. Tax Compliance Certificate No. _____
6. Current Business Permit No: _____
7. Postal Address: _____
8. Telephone: Landline: _____ Mobile _____
9. E-mail: _____ Website: _____

B. Sole Proprietor (Name/Nationality) _____

C. Partnership

Names and Details of Partners:

1. _____
2. _____
3. _____
4. _____

D. Limited Companies

Names and Details of Directors:

1. _____
2. _____
3. _____

Share Capital: Authorized: Kshs. _____

Issued and Paid: Kshs. _____

E. Financial Capability

1. Name of Banker _____
Address _____ Telephone: _____
2. Financial Information
 - i. Total Assets _____
 - ii. Current Assets _____
 - iii. Total liabilities _____
 - iv. Current liabilities _____
3. Attach Audited Accounts for the last 4 years
4. Terms of Payment (maximum credit period)

F. Contact Person (s)

NAME	DESIGNATION
1. _____	_____
2. _____	_____

G. Other Important Pre-Requisites

- i) State if the company is a subject of bankruptcy proceedings, in receivership, administrative receivership, or any other form of liquidation as defined by the applicable law

- ii) Do you have any contingent liabilities arising from tax, court decree or other sources?

YES/NO _____

If YES, give reason(s) and sources for the contingent liabilities

- iii) Must confirm that the firm, its servants or agents have not offered and shall not offer inducements to the procuring entity.

iv) Enumerate any past litigation and arbitration incidences encountered by the firms in the last three years

H. Declaration:-

I/We have completed this form(s) accurately at the time of reply and it is agreed that all responses can be substantiated, if requested to do so. Any inaccuracy in the information filled herein will be used as grounds for removal from or termination of the qualification process.

NAME _____ **DESIGNATION** _____

SIGNATURE _____

DATE AND STAMP _____

SECTION VII: STANDARD FORMS OF CONTRACT
7.0 CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____[Insert starting date of assignment], by and between _____[Insert Client’s name] of [or whose registered office is situated at]_____ [insert *Client’s address*](hereinafter called “the Client”) of the one part AND

_____ [*Insert Bidder’s name*] of [or whose registered office is situated at]_____ [*insert Bidder’s address*](hereinafter called “the Bidder”) of the other part.

WHEREAS the Client wishes to have the Bidder perform the works [hereinafter referred to as “the Works”, and

WHEREAS the Bidder is willing to perform the said Works,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Works** (i) The Bidder shall perform the Works specified in Appendix A, “Terms of Reference and Scope of Works,” which is made an integral part of this Contract.

- (ii) The Bidder shall provide components and equipment listed in Appendix A, to perform the Works to its entirety

2. Term The Bidder shall perform the Works during the period

Commencing on _____ [*Insert starting date*] and continuing through to _____ [*Insert completion date*], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Works rendered pursuant to the scope, the Client shall pay the Bidder an amount not to exceed _____ [*Insert amount*]. This amount has been established based on the understanding that it includes all of the Bidder's costs and profits as well as any tax obligation that may be imposed on the Bidder.

B. Schedule of Payments

Payment schedule will be agreed upon by the parties during contract signing

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [60] days following submission by the Bidder of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (60) days after the due date hereof, simple interest shall be paid to the Bidder for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Certificates.

The completion certificate shall be submitted after the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Bidder undertakes to perform the Works with the highest standards of professional and ethical competence and integrity. The Bidder shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory

6. Confidentiality

The Bidder shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Works, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of materials

Any studies, reports or other material, graphic, software or otherwise prepared by the bidder for the client under this contract shall belong to and remain the property of the client. The bidder may retain such copy or software.

8. Bidder Not to be Engaged in certain

The Bidder agrees that during the term of this Contract and after its termination the Bidder and any entity affiliated with the Bidder shall be

Activities	disqualified from providing goods, works or works (other than the Works and any continuation thereof) for any project resulting from or closely related to the Works.
9. Insurance	The Bidder will be responsible for taking out any appropriate insurance coverage.
10. Assignment	The Bidder shall not assign this Contract or subcontract any portion of it without the Client's prior written consent.
11. Law Governing Contract and Language	The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
12. Dispute Resolution	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

7.1 GENERAL CONDITIONS OF CONTRACT

7.1.1 GENERAL PROVISIONS

7.1.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) **“Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) **“Contract Price”** means the price to be paid for the performance of the Works in accordance with Clause 6 here below;
- (d) **“Foreign Currency”** means any currency other than the Kenya Shilling;
- (e) **“GC”** means these General Conditions of Contract;
- (f) **“Government”** means the Government of the Republic of Kenya;
- (g) **“Local Currency”** means the Kenya Shilling;
- (h) **“Member”**, in case the Bidder consists of a joint venture of more than one entity, means any of these entities; **“Members”** means all these entities, and **“Member in Charge”** means the entity specified in the Special Conditions (SC) to act on their behalf in exercising all the Bidder’s rights and obligations towards the Client under this Contract;
- (i) **“Party”** means the Client or the Bidder, as the case may be and **“Parties”** means both of them;
- (j) **“Personnel”** means persons hired by the Bidder or by any Subbidder as employees and assigned to the performance of the Works or any part thereof;
- (k) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) **“Works”** means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A; and

(m)“**Sub bidder**” means any entity to which the Bidder subcontracts any part of the Works in accordance with the provisions of Clauses 3 and 4.

7.1.1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

7.1.1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

7.1.1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

7.1.1.5 Location

The Works shall be performed at such locations as are specified in ITB and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

7.1.1.6 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the SC.

7.1.1.7 Taxes and Duties

The Bidder, Sub bidder[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price

7.1.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

7.1.2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and/or such other later date as may be stated in the SC.

7.1.2.2 Commencement of Works

The Bidder shall begin carrying out the Works thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

7.1.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

7.1.2.4 Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Works or the Contract Price, may only be made by written agreement between the Parties.

7.1.3 FORCE MAJEURE

7.1.3.1 Definition

For the purposes of this Contract, “**Force Majeure**” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

7.1.3.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and
- (b) Has informed the other Party as soon as possible about the occurrence of such an event.

7.1.3.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.1.3.4 Payments

During the period of his inability to perform the Works as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Works and in reactivating the Service after the end of such period.

7.2 TERMINATION:

7.2.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Bidder does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Bidder becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Bidder is unable to perform a material portion of the Works for a period of not less than sixty (60) days; or
- (d) If the Bidder, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause; **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among Bidders (**prior to or after submission of proposals**) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client in his sole discretion decides to terminate this Contract.

7.2.2 By the Bidder

The Bidder may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Bidder that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Bidder is unable to perform a material portion of the Works for a period of not less than sixty (60) days.

7.2.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Bidder:

- (a) remuneration pursuant to Clause 6 for Works satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

7.3 OBLIGATIONS OF THE BIDDER

7.3.1 General

The Bidder shall perform the Works and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Works, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub Bidders or third parties.

7.3.2 Conflict of Interests

7.3.2.1 Bidder Not to Benefit from Commissions, Discounts, Etc.

- (i) The remuneration of the Bidder pursuant to Clause 6 shall constitute the Bidder's sole remuneration in connection with this Contract or the Works and the Bidder shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Works or in the discharge of his obligations under the Contract and the Bidder shall use his best efforts to ensure that his personnel, any sub bidder[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Bidder shall not engage and shall cause his personnel as well as his sub bidder[s] and his/their personnel not to engage in the activity of a purchaser (**directly or indirectly**) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (**directly or indirectly**) of potential purchasers of such assets.
- (iii) Where the Bidder as part of the Works has the responsibility of advising the Client on the procurement of goods, works or works, the Bidder will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidder in the exercise of such procurement shall be for the account of the Client.

7.3.2.2 Bidder and Affiliates not to be otherwise interested in the Project

The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and his affiliates, as well as any Subbidder and any of his affiliates, shall be disqualified from providing goods, works or works (**other than the Works and any continuation thereof**) for any project resulting from or closely related to the Works.

7.3.2.3 Prohibition of Conflicting Activities

Neither the Bidder nor his sub-bidder[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

7.3.2.4 Prohibition of Conflicting Activities

Neither the Bidder nor his sub-bidder[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

7.4 CONFIDENTIALITY

The Bidder, his sub-bidder[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Works, this Contract or the Client's business or operations without the prior written consent of the Client.

7.4.1 Insurance to be taken out by the Bidders:

- (a) shall take out and maintain and shall cause any sub-bidder[s] to take out and maintain, at his (**or the sub-Bidders', as the case may be**) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and
- (b) At the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

7.5 BIDDER'S ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Works;
- (b) Appointing such members of the personnel not listed by name in Appendix C (“**Key Personnel and Sub-Bidders**”).

7.6 REPORTING OBLIGATIONS

The Bidders shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

7.7 DOCUMENTS PREPARED BY THE BIDDER TO BE THE PROPERTY OF THE CLIENT

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidder in accordance with Clause 3.6 shall become and remain the property of the Client and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

7.8 BIDDER’S PERSONNEL

7.8.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Works of the Bidder’s Key Personnel are described in Appendix C. The Key Personnel and Sub Bidders listed by title as well as by name in Appendix C are hereby approved by the Client.

7.8.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key **Personnel**, the Bidder shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have;
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) The Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, and then the Bidder shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

7.9 OBLIGATIONS OF THE CLIENT

7.9.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Bidder such assistance and exemptions as may be necessary for due performance of this Contract.

7.9.2 Changes in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Works rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

7.9.3 Works and Facilities

The Client shall make available to the Bidder the Works and Facilities listed under Appendix F.

7.10 PAYMENTS TO THE BIDDER

7.1.0.1 Lumps-Sum Remuneration

The Bidder's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub Bidders' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Bidder in carrying out the Works described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

7.10.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

7.10.3 Payment for Additional Works

For the purposes of determining the remuneration due for additional works as may be agreed under Clause 2.4, a breakdown of the lumpsum price is provided in Appendices D and E.

7.10.4 Terms and Conditions of Payment

Payments will be made to the account of the schedule stated in the SC, unless otherwise stated in the SC; the first payment shall be made against the provision by the Bidder of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Bidder has submitted an invoice to the Client specifying the amount due.

7.10.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Bidder for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7.11 SETTLEMENT OF DISPUTES

7.11.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.11.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

VIII. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the Clause General Conditions of Contract

1.1(i) The Member in Charge is _____
[Name of Member]

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Telex: _____

Facsimile: _____

Bidder: _____

Attention: _____

Telephone: _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Bidder: _____

2.1 The date on which this Contract shall come into effect is (_____) *[date]*.

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Bidders of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Works is _____ *[date]*

2.3 The period shall be _____ *[length of time]*.

Note: Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.

3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____ *[Insert amount]*.

6.2(b) The amount in local Currency is _____ *[Insert amount]*

6.4 Payments shall be made according to the following schedule:

6.2(a)	The amount in foreign currency or currencies is _____ <i>[Insert amount]</i> .
6.2(b)	The amount in local Currency is _____ <i>[Insert amount]</i>
6.4	<p>Payments shall be made according to the following schedule:</p> <p><i>Note: (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of works.</i></p>
	Terms of payment will be agreed upon by the parties during contract signing

IX. APPENDICES

APPENDIX A – DESCRIPTION OF THE WORKS

Give detailed descriptions of the Works to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBBIDDERS

List under:

C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

C-2 *List of approved Sub Bidders (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1.** *Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2.** *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional works.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1.** *Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2.** *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional works.

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.

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

The contract/contracts shall be signed by the parties within 14 days of the date of this letter but not earlier than 7 days from the date of the letter.

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

(FULL PARTICULARS) _____

SIGNED
ACCOUNTING OFFICER

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.....

Location of Business Premises

Plot No,Street/Road.....

Postal addressTel No. Email

Nature of Business

Registration Certificate No.

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

Name of your bankers.....

Branch.....

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) – Registered Company																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Date.....Signature of Candidate.....																				

THE CODE OF ETHICS FOR PERSONS PARTICIPATING IN PUBLIC PROCUREMENT AND ASSET DISPOSAL ACTIVITIES IN KENYA

PART I STATEMENT OF INTENT

This Code of Ethics is made pursuant to the provisions of section 181 of the Public Procurement and Asset Disposal Act, 2015 and is intended to set minimum standards of ethical behavior for persons participating in public procurement and asset disposal activities in Kenya and to ensure compliance with the Act and the Regulations and the adoption of good business practices.

1. SCOPE OF APPLICATION.

The Code of Ethics shall apply to persons participating in public procurement or disposal of public assets

2. OBJECTIVE OF THE CODE.

The objective of the Code is to set minimum standards of ethical behavior for persons to ensure compliance with the Act and the Regulations and the adoption of good business practices.

3. COMMITMENT TO THE CODE

A person shall sign and commit to this Code in the form set out in the First Schedule to this Code and submit to the procuring entity as part of the bid documents.

PART II—REQUIREMENTS OR OBLIGATIONS

4. COMPLIANCE WITH THE CONSTITUTION, LAWS AND REGULATIONS

A person participating in public procurement and asset disposal activities shall, among others, comply with the Constitution, the Act and its attendant regulations, this Code of Ethics, rules and practices relating to ethics and integrity, and other laws related to taxation, labour, health and safety standards as well as environmental protection.

5. PROFESSIONALISM

- a) A person participating in public procurement and asset disposal activities shall comply with professional standards of their industry or of any professional body of which they are members.
- b) Where that person is a member of a professional body, the person shall uphold the code of ethics of the respective profession and be of good professional standing.
- c) A person who has been de-registered from a professional body shall not qualify for a tender or be engaged in public procurement.

6. ETHICS AND INTEGRITY

A person shall at all times maintain unquestionable standards of ethics and integrity in the public procurement and disposal process.

7. COURTESY AND RESPECT

A person participating in public procurement and disposal process shall accord respect and courtesy to the public officer(s) and other persons in all their dealings.

8. IMPARTIALITY

A person shall not engage in any act that may promote or encourage patronage, tribalism, cronyism and nepotism or any other form of preferential treatment in the public procurement or disposal proceeding.

9. GIFTS, FAVORS AND OTHER BENEFITS

A person shall not offer or give gifts of any kind to public entities or the employees except as may be authorized by law, regulations, policies and codes of conduct from time to time issued by the Authority or any other relevant agencies.

10. PROHIBITION AGAINST CORRUPT, FRAUDULENT, COERCIVE, COLLUSIVE AND UNETHICAL PRACTICES

A person shall not —

- (a) contact, unduly influence or exert pressure on any member of a committee or any other employee, agent of a procuring entity to take a particular action which favors or tends to favor them;
- (b) engage in any form of corruption, collusive, coercive and or unethical practices;
- (c) engage in, nor be a party to, agreements, business practices or conduct that, as a matter of law, are anti-competition; or
- (d) directly or indirectly engage in any act that may interfere or have adverse effects on the procurement or disposal proceeding.

11. Conflict of interest and limitation to enter into contract

(i) A person shall not enter into a contract with a procuring entity if the person —

- (a) is an employee of the procuring entity or a member of a board or committee of the procuring entity;
- (b) is a State officer or public officer or a member of a committee or board of that state organ or public entity, or an officer of that public entity or state organ; or
- (c) has not satisfied eligibility requirements outlined in section 55 of the Act.

(ii) A person shall not accept a contract whose performance would constitute a conflict of interest arising from any other previous or the subject contract.

(iii) A person shall disclose any potential or actual conflict of interest to a procuring entity using a format provided in the bid document.

12. PERFORMANCE OF DUTIES

(i) A person shall—

- (a,) sign and commit to Code of Ethics in a tender, proposal or quotation submitted and failure to commit to the Code of Ethics shall lead to automatic disqualification;
- (b) obtain and submit bid documents in the manner prescribed in the tender or disposal notice and tender documents;

- (c) ensure that certified copies of all mandatory documents required in procurement or disposal proceeding such as certificates are availed; and
 - (d) supply the right quantity and quality of the contracted item, deliver at the stipulated time(s) and perform the obligations of the contract.
- (ii) A person shall —
- (a) ensure that competent persons carry out the contractual obligations of the person; and
 - (b) accept full responsibility for all goods, works, services which have been provided.

13.COMMUNICATION OF INFORMATION

A person shall —

- (a) observe communication requirements during the bidding process as provided fur in the Act, Regulations, tender documents and practices;
- (b) respond promptly and courteously to all lawful requests for information, clarifications, and complaints in relation to the procurement or a contract;
- (c) ensure that all information provided to procuring entities is given in writing by authorized officers of the person; and
- (d) ensure that information given while participating in public procurement or disposal is true, accurate and fair, and not designed to mislead the procurement entity or the public.

14. DUTY TO DISCLOSE BUSINESS INFORMATION

A person shall at the times of bidding, provide a list of directors, beneficial owners and any other relevant information regarding the business entity through which the person seeks to trade with a procuring entity as may from time be provided in the bid document.

15. DUTY NOT TO GIVE FALSE, MALICIOUS OR MISLEADING INFORMATION

A person shall not give false, malicious or misleading information to a procuring entity, Authority or any other entity regarding any matter involving the procurement or disposal process or a person involved in the procurement or disposal process.

16. CONFIDENTIALITY OF INFORMATION

- (i) A person shall not disclose any information obtained in the course of participation or performance of a procurement or disposal contract to any unauthorized person or use such information to further private interests.
- (ii) The obligation under paragraph C1) shall continue even after the business or contractual relationship with the procuring entity has come to an end.

17. DUTY TO REPORT IMPROPRIETY OR CORRUPTION

- (i) A person shall reject and report to the Authority or the relevant agency any procurement or disposal practice which might be deemed to contrive the Constitution, laws, regulations and this Code.

(ii) The report referred to under paragraph (1) shall be in the format prescribed under the Second Schedule.

PART III—COMPLIANCE AND MONITORING OF THE CODE

18. COMPLIANCE WITH THE CODE

A person shall at all times ensure compliance with all the requirements of this Code.

19. STRUCTURES FOR EMPLOYEES AND AGENTS

A person shall put in place proper structures for its employees and agents that arc in line with the Act, Regulations and this Code.

20. CO-OPERATION IN CONDUCTING OF DUE DILIGENCE

A person shall cooperate and assist in conducting of due diligence, where a procuring entity conducts on-site evaluations and inspections of the person's facilities or project site, including those of their subcontractths and Joint Venture partners to review their compliance to this Code during execution of the Contract.

21. THE ROLE OF THE AUTHORITY IN ENFORCEMENT OF THE CODE

- a) exercise oversight in the enforcement of this Code. Including taking remedial measures in case of breach of the Code;
- b) on its own motion or upon receipt of a complaint, inquire into the allegation of the violation of the Code of Ethics and take appropriate action including instituting debarment proceedings as provided under the Act and Regulations;
- c) establish a complaints management system for reporting and receiving of complaints on alleged violations of the Constitution. relevant laws, Regulations and the Code of Ethics.

22. PROHIBITION AGAINST OBSTRUCTION, HINDERUNCE, ETC, TO AN OFFICER OF THE AUTHORITY

A person shall not —

- (a) obstruct or hinder an officer of the Authority or any other authorized person from carrying out a duty or function or exercising a power relating to procurement and disposal laws;or
- (b) knowingly or in collusion with others lie to or mislead a person carrying out a duty or function or exercising a power relating to procurement and disposal laws.

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS
COMMITMENT TO THE CODE OF ETHICS *(to be submitted as part of any quotation or tender or proposal)*

I (person) on behalf of (Name of the Business/Company/Firm) declare that I have read and fully understood the contents of the Public Procurement and Asset Disposal Act. 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory

Sign

Position

Office address

Telephone

E-mail

Name of the Firm/Company

Date

(Company Seal: Rubber Stamp where applicable)

Witness Name

Sign

Date