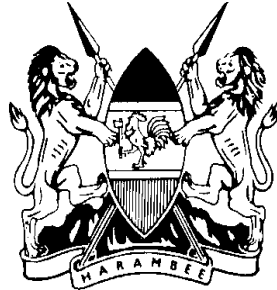


REPUBLIC OF KENYA



NAKURU COUNTY GOVERNMENT
P.O. BOX 2870 –20100
NAKURU.

TENDER NO: NCG/RTPW/ENERGY/AUD/01/2018 -2019

TENDER FOR THE PROVISION OF ENERGY AUDIT

IN

NAKURU COUNTY

Instructions to Tenderers

Agreement

Annexies

CLOSING DATE: 24TH JANUARY 2019 AT 11.00AM

COUNTY GOVERNMENT OF NAKURU
MINISTRY OF ROADS, TRANSPORT & PUBLIC WORKS

P.O. BOX 2870 – 20100

NAKURU

NOVEMBER 2018

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1.1 INVITATION TO TENDER

1.2

TENDER REF. NO. CGN/RTPW/ENERGY/AUD/01/2018/2019/2018 - 2019

TENDER NAME: PROVISION OF ENERGY AUDIT IN NAKURU COUNTY

- 1.1 The Nakuru County Government invites bids from eligible candidates for provision of energy audit in Nakuru County
- 1.2 Bidding documents with detailed specifications may be obtained from the from the county **website:**
www.nakuru.go.ke free of charge.
- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **150** days from the closing date of the tender.
- 1.4** Duly completed tenders, marked with “**tender number**” should be submitted **DEPOSITED AT THE TENDER BOX SITUATED AT 3RD FLOOR DEPARTMENT OF ROAD ,TRANSPORT AND PUBLIC WORKS BEFORE OR ON 23RD JANUARY 2019 AT 11.00 AM**
- 1.5 Tenders will be opened immediately thereafter.

Interested firms **must** ensure that they comply with the following requirements and submit the relevant documents; **(these documents must be placed in a separate envelope marked “Mandatory Requirements”)**

- (a) Provide a Certificate of Incorporation/Registration**
- (b) Provide a Valid CR-12 form**
- (c) Provide a Valid KRA Tax Compliance Certificate**
- (d) Provide a Valid ERC Energy Auditor License (Class A)**
- (e) Provide a Valid Tender Security of KES 20,000.00**
- (f) Provide a Certificate of Site Visit**

Bidders must paginate all their documents and initial each page.

Nakuru County Government reserves the right to confirm the authenticity of all documents submitted by Tenderers. Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will amount to disqualification

Prices quoted should be net inclusive of all taxes and shall remain valid for a period of 120 days from the closing date.

Tenders must be addressed to:

**The County Secretary
Nakuru County Government
P.o Box 2870-20100
Nakuru**

And deposited in the tender box on **3RD floor DEPARTMENT OF ROADS AND TRANSPOR on or before 24TH JANUARY 2019 11.00 AM** . Tenders shall be opened immediately thereafter and tenderers or their representatives who wish to attend are welcome. Tender documents are not transferable.

Nakuru County Government reserves the right to accept or reject any tender either in whole or in part and is not bound to give reasons thereof.

**The County Secretary,
Nakuru County Government**

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 Nakuru County Government employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender under section 31(b) and section 33 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NAKURU COUNTY GOVERNMENT to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

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

2.4 The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify NAKURU COUNTY GOVERNMENT in writing or by post at the address indicated in the Invitation to Tender. NAKURU COUNTY GOVERNMENT will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by NAKURU COUNTY GOVERNMENT. Written copies of NAKURU COUNTY GOVERNMENT response (including an explanation of the query but without

identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 NAKURU COUNTY GOVERNMENT shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, NAKURU COUNTY GOVERNMENT, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, NAKURU COUNTY GOVERNMENT, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.7.2 Any document submitted in another language without English translation will not be considered.

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

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

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.10

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to NAKURU COUNTY GOVERNMENT satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to NAKURU COUNTY GOVERNMENT satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods; and
- (b) a clause-by-clause commentary on NAKURU COUNTY GOVERNMENT'S Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Validity of Tenders

2.14.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by NAKURU COUNTY GOVERNMENT, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NAKURU COUNTY GOVERNMENT as non responsive.

2.14.2 In exceptional circumstances, NAKURU COUNTY GOVERNMENT may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15 Format and Signing of Tender

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

2.16 Sealing and Marking of Tenders

- 2.16.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.16.2 The inner and outer envelopes shall:
- (a) Be addressed to NAKURU COUNTY GOVERNMENT at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **23RD JANUARY 2019 AT 11.00 am**.
- 2.16.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.16.2, NAKURU COUNTY GOVERNMENT will assume no responsibility for the tender’s misplacement or premature opening.

2.17 Deadline for Submission of Tenders

2.17.1 Tenders must be received by NAKURU COUNTY GOVERNMENT at the address specified under page 5 no later than **23RD JANUARY 2019 AT 11.00 am**].

2.17.2 NAKURU COUNTY GOVERNMENT may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of NAKURU COUNTY GOVERNMENT and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.18 Modification and Withdrawal of Tenders

2.18.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by NAKURU COUNTY GOVERNMENT prior to the deadline prescribed for submission of tenders.

2.18.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.16. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security

2.18.5 NAKURU COUNTY GOVERNMENT may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18.6 NAKURU COUNTY GOVERNMENT 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.

2.19 Opening of Tenders

2.19.1 NAKURU COUNTY GOVERNMENT will open all tenders in the presence of tenderers' representatives who choose to attend, at a location specified in the Invitation to Tender.

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

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

2.19.3 NAKURU COUNTY GOVERNMENT will prepare minutes of the tender opening.

2.20 Clarification of Tenders

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

2.20.2 Any effort by the tenderer to influence NAKURU COUNTY GOVERNMENT in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.21 Preliminary Examination

2.21.1 NAKURU COUNTY GOVERNMENT will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the

documents have been properly signed, and whether the tenders are generally in order.

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

2.21.3 NAKURU COUNTY GOVERNMENT may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 NAKURU COUNTY GOVERNMENT will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. NAKURU COUNTY GOVERNMENT's determination of a tender's responsiveness is to be based on the criteria set in the tender document.

2.21.5 If a tender is not substantially responsive, it will be rejected by NAKURU COUNTY GOVERNMENT and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.22 Conversion to Single Currency

2.22.1 Where other currencies are used, NAKURU COUNTY GOVERNMENT will convert these currencies to Kenya Shillings using the mean exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.23 Evaluation and Comparison of Tenders

2.23.1 NAKURU COUNTY GOVERNMENT will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21

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

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

2.24 Preference

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

2.25 Contacting NAKURU COUNTY GOVERNMENT

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

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

2.26 Award of Contract

(a) Post-qualification

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

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.12.3 as well as such other information as NAKURU COUNTY GOVERNMENT deems necessary and appropriate.

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

(b) Award Criteria

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

(c) NAKURU COUNTY GOVERNMENT's Right to Vary quantities

2.26.5 NAKURU COUNTY GOVERNMENT reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) NAKURU COUNTY GOVERNMENT's Right to Accept or Reject Any or All Tenders

2.26.6 NAKURU COUNTY GOVERNMENT reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for NAKURU COUNTY GOVERNMENT's action

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, NAKURU COUNTY GOVERNMENT will notify the successful tenderer in writing that its tender

has been accepted and simultaneously notify the unsuccessful tenderers that their tenders were not successful.

2.27.2 The notification of award will not constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, NAKURU COUNTY GOVERNMENT will promptly discharge its tender security as well as the tender securities of other tenderers, pursuant to paragraph 2.14

2.28 Signing of Contract

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

2.28.2 The parties to the contract shall have it signed within 30 days but not until at least 14 days have lapsed from the date of notification of contract award unless there is an administrative review request.

2.28.3 The successful tenderer shall sign and return the contract during the tender validity period and or such period as may be indicated in the letter of award which will not be less than 14 days from the date of the letter of award.

2.29 Corrupt or Fraudulent Practices

2.29.1 NAKURU COUNTY GOVERNMENT requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

detriment of NAKURU COUNTY GOVERNMENT, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive NAKURU COUNTY GOVERNMENT of the benefits of free and open competition;

2.29.2 NAKURU COUNTY GOVERNMENT will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

2.30 Performance Security

2.30.1 Within Thirty (30) days from the date of notification of award from NAKURU COUNTY GOVERNMENT, or at the date of signing of contracts, whichever is earlier the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 and 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NAKURU COUNTY GOVERNMENT may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Tender Security

2.31.1 The Tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to Tenders.

2.31.2 The tender security is required to protect NAKURU COUNTY GOVERNMENT against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.31.7

2.31.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya licensed by the Central Bank of Kenya, in the form provided in the tender documents or

another form acceptable to NAKURU COUNTY GOVERNMENT and valid for thirty (30) days beyond the validity of the tender.

2.31.4 Any tender not secured in accordance with paragraph 2.31.1 and 2.31.3 will be rejected by the NAKURU COUNTY GOVERNMENT as a non-responsive, pursuant to paragraph 2.19.

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

2.31.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.30.

2.31.7 The tender security may be forfeited:

(a) If a Tenderer withdraws its tender during the period of tender validity specified by NAKURU COUNTY GOVERNMENT on the Tender Form;
or

(b) In the case of a successful Tenderer, if the Tenderer fails:

(i) To sign the contract in accordance with paragraph 2.28

Or

(ii) To furnish performance security in accordance with paragraph 2.30

(c) If the Tenderer rejects correction of an arithmetic error in the tender.

Appendix to Instructions to Tenderers

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between NAKURU COUNTY GOVERNMENT and the contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the contractor under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the contractor is required to supply to NAKURU COUNTY GOVERNMENT under the Contract.
- (d) “NAKURU COUNTY GOVERNMENT” means the organization purchasing the Goods under this Contract.
- (e) “The Contractor” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by NAKURU COUNTY GOVERNMENT for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The contractor shall not, without NAKURU COUNTY GOVERNMENT's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NAKURU COUNTY GOVERNMENT in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.5.2 The contractor shall not, without NAKURU COUNTY GOVERNMENT's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.6 Intellectual Property Rights

3.6.1 The contractor shall indemnify NAKURU COUNTY GOVERNMENT against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in NAKURU COUNTY GOVERNMENT's country

3.7 Inspection and Tests

3.7.1 NAKURU COUNTY GOVERNMENT or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. NAKURU COUNTY GOVERNMENT shall notify

the contractor in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.7.2 The inspections and tests may be conducted in the premises of the contractor or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to NAKURU COUNTY GOVERNMENT.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, NAKURU COUNTY GOVERNMENT may at its sole discretion reject the goods and require the contractor to promptly replace the rejected goods at the contractors cost.
- 3.7.4 NAKURU COUNTY GOVERNMENT's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by NAKURU COUNTY GOVERNMENT or its representative prior to the equipment delivery.
- 3.7.5 Nothing in paragraph 3.8 shall in any way release the contractor from any warranty or other obligations under this Contract.

3.8 Packing

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

3.9 Delivery and Documents

3.9.1 Delivery of the Goods shall be made by the contractor in accordance with the terms specified by NAKURU COUNTY GOVERNMENT in its Schedule of Requirements and the Special Conditions of Contract

3.10 Insurance

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

3.10.2 Employer's liability cover shall be also be provided for by the successful contractor

3.11 Payment

3.11.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in Special Conditions of Contract.

3.11.1 Payments shall be made promptly by NAKURU COUNTY GOVERNMENT as specified in the contract.

3.12 Prices

3.12.1 Prices charged by the contractor for goods delivered and services performed under the Contract shall not vary from the prices by the contractor in its tender.

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

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

3.12.4 Price variation request shall be processed by NAKURU COUNTY GOVERNMENT within 30 days of receiving the request.

3.13 Assignment

3.13.1 The contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with NAKURU COUNTY GOVERNMENT's prior written consent.

3.14 Subcontracts

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

3.15 Termination for default

3.15.1 NAKURU COUNTY GOVERNMENT may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, terminate this Contract in whole or in part

- (a) if the contractor fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by NAKURU COUNTY GOVERNMENT.
- (b) if the contractor fails to perform any other obligation(s) under the Contract
- (c) if the contractor, in the judgment of NAKURU COUNTY GOVERNMENT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.15.2 In the event NAKURU COUNTY GOVERNMENT terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the contractor shall be liable to NAKURU COUNTY GOVERNMENT for any excess costs for such similar goods.

3.15.3 The Public Procurement Review Board (PPRB) can bar contractors for up to five years on non-performance of its contract with NAKURU COUNTY

GOVERNMENT or for engagement in corrupt or fraudulent practices in competing for or executing contracts.

3.16 Liquidated Damages

3.16.1 If the contractor fails to deliver any or all of the goods within the period(s) specified in the contract, NAKURU COUNTY GOVERNMENT shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to **0.5%** of the contract price per working week up to a maximum deduction of **10%** of the contract price. After this the contractor may consider termination of the contract.

3.17 Resolution of Disputes

3.17.1 NAKURU COUNTY GOVERNMENT and the contractor shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.17.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may seek resolution through the High Court of Kenya.

3.18 Language and Law

3.18.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively.

3.19 Force Majeure

3.19.1 Neither party shall be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.20 Commencement Date

3.20.1 The date for commencement of the works shall be 14 days after NAKURU COUNTY GOVERNMENT's instruction to commence provided all contractual preliminaries have been fulfilled.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract

4.1.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Site Visits

Site Visit - shall be held on 16TH JANUARY 2019 at 10.00am

- i. It is mandatory for the bidders to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- ii. NAKURU COUNTY GOVERNMENT shall conduct a pre-tender site visit for the purpose of such inspection on a mutually agreed date. The tenderer, his personnel or agents, will release and indemnify NAKURU COUNTY GOVERNMENT from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused.
- iii. Tenderers must provide their own transport. The representative will not be available at any other time for pre-tender site inspection visits.
- iv. Each tenderer shall complete the Certificate of Tenderers Visit to Site, whether he in fact visits the Site at the time of the organized pre-tender site visit or by himself at some other time.
- v. **Contact Persons:**
 - (i) Director – Roads & Transport
 - (ii) County Electrical Engineer
- vi. Failure to submit a site visit certificate shall lead to automatic disqualification.

4.3 Assumptions

- 4.3.1 The tenderer is advised to respond to this tender in full and take account of all aspects mentioned within. It is assumed that the tenderer will have catered for all the provisions of this tender in their quotation unless the tenderer specifically indicates otherwise.
- 4.3.2 Any requirements stated in this tender will be assumed to form part of the supplier's obligations.
- 4.3.3 NAKURU COUNTY GOVERNMENT shall be free to request for any provisions mentioned in this tender document at any time during the execution of the contract and the tenderer shall be obliged to provide for it at no additional cost to NAKURU COUNTY GOVERNMENT.

4.4 Payment Schedule

- 4.4.1 The payment schedule shall be as follows:
 - (a) 20% of contract value on signing of the contract and submission of audit plan and desktop review report
 - (b) 40% of contract value on submission and presentation of audit report to NAKURU COUNTY GOVERNMENT
 - (c) 40% of contract value on submission and approval of audit report by ERC
- 4.4.2 All payments shall be subject to 10% retention and the prevailing KRA withholding tax

4.5 Supervision and Other Conditions of Work

- 4.5.1 The Contractor will be required at all times to liaise with the NAKURU COUNTY GOVERNMENT supervisor attached to him at the sites who will be raising the necessary work permits as per NAKURU COUNTY GOVERNMENT policy to carry out work in its premises.
- 4.5.2 The normal working hours and days of the Nakuru County Government are 8:00 am -5:00 pm Monday to Friday. Because of operational constraints, the Nakuru County Government may require the contractor to work outside these hours and on weekends, and the contractor shall oblige, at no additional cost to Nakuru County Government.

- 4.5.3 The equipment rooms in Nakuru County Government premises have some sensitive computer systems and as such the Contractor is advised to be careful not to cause any electrical interference or produce undue dust.
- 4.5.4 The Contractor will be responsible for the quality of work carried out at any of the sites and Nakuru County Government at its discretion, can subject any part of his work to inspection by its engineers or appointed agents. Any work found to be substandard will be re-done at the Contractor's cost.
- 4.5.5 The Contractor shall also be required to treat all matters in connection with the Contract as strictly confidential and shall not publish or cause to be published any information concerning the project without the prior approval of Nakuru County Government.
- 4.5.6 The Contractor shall provide for all services required to undertake the works such as:
- (i) Medical cover,
 - (ii) Insurance,
 - (iii) Safety clothing and facilities as required,
 - (iv) Accommodations and food for their personnel,
 - (v) Transport,
 - (vi) Communication services
- 4.5.7 Any provisions for any services made to the Contractor by Nakuru County Government during the execution of this Contract shall be strictly on the basis of availability or/and at the discretion of Nakuru County Government

SECTION V: TECHNICAL SPECIFICATIONS

1. Terms of Reference

Nakuru County Government Street lighting infrastructure energy consumption and energy costs are outlined as follows:

1.3 Street lighting Infrastructure

The street lighting infrastructure consists of the following:

1. Streetlights approximately 2800No
2. 13M floodlights approximately 3000No
3. 20M High masts approximately 20No
4. 30M high mast approximately 80No

2. Scope of Works

The general scope of works shall include the following:

- i. Develop a comprehensive energy use model for the entire street lighting infrastructure;
- ii. Conduct a full investment grade energy audit of the street lighting system;
- iii. Establish goals and benchmarks for measuring improved energy efficiency across the street lighting infrastructure;
- iv. Propose projects which will realise reduction of electricity costs in Nakuru County street lighting infrastructure with a clear Return On Investment (ROI) workout matrix;
- v. Establish goals and benchmarking in line with the street lighting infrastructure energy management system trends globally;
- vi. Establish comprehensive monitoring and evaluation frameworks for measuring improved energy efficiency across street lighting infrastructure operations;
- vii. Strengthen technical capacity of staff with regards to conducting energy audits of street lighting infrastructure systems;

Specifically, the aforementioned scope shall take into consideration the following proposed detailed tasks:

- i. Preliminary study and assessment of the street lighting infrastructure
System to fully appreciate the street lighting systems, street lighting operation philosophy and functions of the street lighting
- ii. Data collection and analysis including collecting energy consumption data; analysing historical data on energy consumption to determine historical trends; analysing energy audit data; calculation of energy balances; calculation of energy efficiencies in street lighting operations
- iii. Full energy audit of street lighting utilities including computing for projected energy savings; implementing energy saving measures
- iv. Energy assessment of street lighting lanterns
- v. Label all the street lighting columns
- vi. Detailed analysis of various opportunities for energy saving that exists in street lighting operations and expected savings that will be accrued by implementing these measures. The analysis should address the initial capital expenditure, expected payback period and a comprehensive monitoring and evaluation framework for each opportunity. Where monitoring gaps exist, a technical proposal should be submitted outlining how these gaps will be bridged
- vii. Design and submit a detailed methodology for implementation of an energy management strategy that will achieve an overall energy saving and is economically viable
- viii. Recommend locally-based energy auditing course content and direction for a comprehensive capacity-building initiative for up-scaling and replicating energy audit activities for street lighting systems

2.1. Notes on Scope of Works

Bidders are implored to take the following into consideration when bidding for the works:

- i. Bidders are encouraged to visit site and assess the project requirements in order to appreciate the scope of works. This implies that Bidders must ensure that all their requirements are explicitly stated and costed in their Tender Document, any variations thereafter shall be at the Bidder's cost
- ii. Additional items not stated within the scope of works that the Bidder deems necessary should be properly costed and submitted alongside the Client's explicitly stated requirements. Evaluation of these additional items shall be at Nakuru County Government's discretion

3. Technical Specifications

3.1.General

Energy audits to be conducted on the street lighting systems MUST conform to the requirements set out in Legal Notice No. 102 of 28th September 2012 i.e. Energy (Energy Management) Regulations, 2012; of the Energy Act 2006.

3.2.Specifications

3.2.1. Type of Audit

The energy audit shall be of investment grade and shall conform to the requirements set out in Legal Notice No. 102 of 28th September 2012 i.e. Energy (Energy Management) Regulations, 2012; of the Energy Act 2006.

3.2.2. Auditor Requirements

Energy auditors / audit firms shall be licensed by the Energy Regulatory Commission (ERC) and be in the possession of a valid licence (i.e. Class A) to conduct investment grade energy audits. Failure to comply with this requirement shall lead to automatic disqualification.

In addition Energy auditors / audit firms shall provide documentary evidence of the following:

- i. At least five (5) years of experience in the fields of energy efficiency in pipeline transportation system design, operations and energy management
- ii. A list of main skills, qualifications and experience possessed by the project team with a minimum experience requirement of five (5) years in the energy management field with proven results in the pipeline transportation industry in curriculum vitae format
- iii. Prior experience in energy auditing of street lighting service providers and institutions

3.2.3. Format of Report

The report format shall comply with the second schedule of Legal Notice No. 102 of 28th September 2012 i.e. Energy (Energy Management) Regulations, 2012; of the Energy Act 2006.

3.2.4. Submission of Report

Following Nakuru County Government review and concurrence, the successful auditor / audit firm shall submit the approved report to the ERC in the form prescribed in clause 3.2.3 above. Final payment shall be subject to ERC approval of the submitted report

3.3. Reference Code and Standard

The reference code and standard for the energy audits SHALL BE Legal Notice No. 102 of 28th September 2012 i.e. Energy (Energy Management) Regulations, 2012; of the Energy Act 2006.

SECTION VI: PRICE SCHEDULE

To be completed and submitted as part of the tender document by bidders. Failure to submit this price schedule will lead to automatic disqualification.

Item	Description	QTY	Unit Price	Total Cost
1.	Energy audit services for street lighting systems	ITEM		
2.	Labelling all the street lighting columns	ITEM		200,000.00
3.	Nakuru County Staff Management expenses	ITEM		
4.	16 % VAT			
	TOTAL COST			

The following Schedule of Prices has been prepared for the purpose of identifying the total cost of the items as specified in the Contract.

- i) The tenderer shall complete the Schedule of Prices in ink and the Total Price shall include everything to be supplied as specified in the technical specifications.
- ii) The prices given shall be verified by the tenderer as being totally inclusive of all activities required to supply the equipment in accordance with the Contract and to the approval of Nakuru County Government or it’s representative.

The bidder shall allow for all applicable Statutory Taxes and Duties

DELIVERY PERIOD:

WARRANTY PERIOD:

SECTION VII: TENDER EVALUATION CRITERIA

In addition to clause 2.10 the instruction to tenderers, the following criteria shall apply during evaluation and comparison of tenders:

(i) Organizational and Technical Capacity

- a) Established track record in undertaking contracting arrangements similar to the requirement (evidence by the number of successful implementation of energy audits in pipeline transportation service providers)
- b) Technical approach and methodology in implementing the tasks described in the Terms of Reference (TOR)
- c) Adequacy and acceptability of resources to successfully undertake the contract (evidenced mainly by the qualification of project team in energy auditing of pipeline transportation service providers)
- d) Quality of work plan

(ii) Soundness and Feasibility of Proposal

- a) Completeness of products and services offered
- b) Value-added of other concessions, if any
- c) Practicality and appropriateness of the proposed process and implementation with minimal interruptions to Nakuru County Government street lighting operations

(iii) Acceptability and competitiveness of rates

All tenderers MUST submit technical proposals in the format prescribed in Section 8.3 to be considered for technical evaluation. Failure to comply with this requirement shall lead to automatic disqualification.

Scoring of submissions shall be as follows:

CRITERION	COMMENTS	POINTS
A: Past Experience of Vendor / Staff		
i. Specific experience Experience in proposed assignment (25 marks)	Minimum score of 20 points must be obtained	25
Sub Total Score		25
B: Compliance to Technical Specifications		
ii. Adequacy of proposed work plan and methodology for TOR Technical approach and methodology (5 marks) Quality of work plan (5 marks) Organization and staffing (5marks)	Minimum score of 10 points must be obtained	15
Sub Total Score		15
C: General Competence		
iii. Qualifications and competence of key staff for Assignment • Project manager / team lead (15 marks) • Senior auditor (15 marks) • Field auditors and other site staff (15 marks) • Other staff (5 marks)	Minimum score of 40 points must be obtained	50
Sub Total Score		50
TOTAL TECHNICAL SCORE		100

NOTES:

- i. It should be noted that a minimum score of 80 percent in technical evaluation is required for financial evaluation consideration
- ii. The lowest technically compliant tenderer shall be awarded the works

ADDITIONAL NOTES:

1. The tenderer **MUST** attain an overall minimum score of 80%, and for each criterion, the marks indicated on the evaluation tables (comments column) to qualify to have the financial submissions evaluated.
2. The financial evaluation shall consist of an examination of the price of schedule, including all other costs, as well as duties and taxes payable for the equipment. Such price will be compared with existing budgetary provisions, previous purchases of similar equipment made and current requirements.
3. The lowest technically compliant bidder shall be awarded the tender

SECTION VIII: STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender **MUST** be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form **MUST** be completed by the tenderer and submitted with the tender documents.
3. Technical Proposal Standard Forms - These forms **MUST** be completed by the tenderer and submitted with the tender documents.
5. Contract Form -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

8.1 FORM OF TENDER

Date _____

Tender N°: _____

To: The County Secretary
Nakuru County Government
P.o Box 2870-20100
Nakuru

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers],
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....*[description of materials and spares]*
in conformity with the said tender documents for the sum of.....
[total tender amount in words and figures inclusive of all taxes] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

4. We agree to abide by this Tender for a period of.....*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance and notification of award thereof do not constitute a binding Contract until a contract is signed by both parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____.

[signature][in the capacity of]
Duly authorized to sign tender for and on behalf of

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<i>Part 1 – General:</i>	
Business Name	
Location of business premises	
Plot No	Street/Road
Postal Address	Tel No. Fax
E mail	
Nature of Business	
Registration Certificate No.	
Maximum value of business which you can handle at any one time – Kshs	
Name of your bankers	
Branch	

	Part 2 (a) – Sole Proprietor
Your name in full	Age
Nationality Country of origin	
Citizenship details	
	Part 2 (b) Partnership
Given details of partners as follows:	
.....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

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

Date Signature of Candidate

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

8.3 TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal Submission Form
- 3B. Firm's references
- 3C. Comments and suggestions of Consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client
- 3D. Description of the methodology and work plan for performing the assignment
- 3E. Team composition and task assignments
- 3F. Format of Curriculum Vitae (CV) for proposed professional staff
- 3G. Time schedule for professional personnel
- 3H. Activity (work) schedule
- 3I. Certificate of Site Visit

3A. Technical Proposal Submission Form

[Date]

To: County Secretary
Nakuru County Government
P.O Box 2870 – 20100
Nakuru, Kenya

Ladies/Gentlemen:

We, the undersigned, offer to provide *Energy Audit Services for street lighting*

In accordance with your Tender dated We are hereby submitting our Tender, which includes this Technical Proposal, and a Financial Proposal sealed under envelope.

We understand you are not bound to accept any Tender you receive or give reasons for rejection thereof.

We remain,

Yours Faithfully,

Authorized Signature:

Name of Signatory:

Title of Signatory:

Name of Firm:

Address

3B. Firm’s References

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		
Address of Client:		
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (US\$):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm’s Name: _____

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ 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 degrees 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. For experience in last ten years, also give types of activities performed and client references, where appropriate]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

3G. Time Schedule for Professional Personnel

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
TOTAL MAN-MONTHS																	

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. Activity (Work) Schedule

A. Field Investigation and Study Items

Activity (Work)	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Completion and Submission of Reports

Reports	Date
1. Preliminary Report	
2. Draft Final Report	
3. Final Report	

3I. Certificate of Tenderer’s Visit to The Site

1. This is to certify that

M/s.....

Have today visited the site..... and have satisfied themselves about the site conditions

- 2. We have previously studied the tender document
- 3. We have made ourselves familiar with all conditions likely to influence our works and cost thereof.
- 4. We further certify that we are satisfied by the description of the work given the employer’s representative and we clearly understand the work to be done as specified and implied in execution of the contract.

SIGNED.....

Name.....

(Tenderer’s representative)

SIGNED.....

Name.....

(Nakuru County Government’s representative)

Date.....

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between Kenya Pipeline Company of KENYA of the one part and..... [name of tenderer] of..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS NAKURU COUNTY GOVERNMENT invited tenders for **THE PROVISION OF ENERGY AUDIT SERVICES FOR STREET LIGHTING** has accepted a tender by the tenderer for the supply of those materials and spares in the sum of..... [Contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____
(for NAKURU COUNTY GOVERNMENT)

Signed, sealed, delivered by _____ the _____
(for the tenderer)

in the presence of _____ the _____

8.5 LETTER OF NOTIFICATION OF AWARD

Nakuru County Government

P.O Box 2870-20100 Nakuru

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

COUNTY SECRETARY
NAKURU COUNTY