REPUBLIC OF KENYA

MINISTRY OF ENVIRONMENT AND FORESTRY

KENYA METEOROLOGICAL DEPARTMENT

OPEN TENDER

TENDER NO: MOE&F/KMD/ONT/010/2019-2020
FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC WEATHER STATIONS FOR ISIOLO, TANA RIVER, THARAKA NITHI, LAMU, KAJIADO, SIAYA, MUGUGA, KILIFI, KIAMBU-MUGUA/RUIRU, KIRINYAGA, MURANGA, TAITA TAVETA-WUNDANYI

MARCH, 2020

CLOSING DATE: 23RD APRIL, 2020
TIME: 10:00 AM LOCAL TIME.

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SECTION I

INVITATION TO TENDER

OPEN TENDER

Tender Ref No.: MOE&F/KMD/ONT /010/2019-2020

Tender Name: Supply, delivery, installation, testing and commissioning of Automatic Weather Stations for Isiolo, Tana River, Tharaka Nithi, Lamu, Kajiado, Siaya, Muguga, Kilifi, Kiambu- Muguga/Ruiru, Kirinyaga, Muranga, Taita Taveta-Wundanyi

Date: 31st March, 2020

1.1 The Ministry of Environment and Forestry invites sealed tenders from eligible candidates for the Supply, delivery, installation, testing and commissioning of Automatic Weather Stations for Isiolo, Tana River, Tharaka Nithi, Lamu, Kajiado, Siaya, Muguga, Kilifi, Kiambu- Muguga/Ruiru, Kirinyaga, Muranga, Taita Taveta-Wundanyi whose specifications are detailed in this Tender Document.

1.2 Eligible candidates may obtain further information and inspect the tender documents at the Ministry of Environment and Forestry; NHIF Building 11th Floor, Supply Chain Management Office during normal working hours.

1.3 A complete set of tender documents containing detailed information may be obtained from Ministry of Environment and Forestry, Ragati Road, NHIF Building, 11th floor, Supply Chain Management Office room 1102 during normal working hours (8.00 am to 5.00pm, Monday-Friday, with exemption of public holidays) upon payment of non-refundable fee of Ksh 1000 payable in cash or Bankers cheque to the Principal Secretary, Ministry of Environment and Forestry, or download the document free of charge from the Ministry website: www.environment.go.ke, www.meteo.go.ke or http://supplier.treasury.go.ke and www.tenders.go.ke. In case the documents are downloaded, bidders must inform the Ministry of Environment and Forestry, Supply Chain Management Services immediately for recording purpose.

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 (One Hundred and Twenty) days from the closing date of the tender.

1.5 All tenders must be accompanied by a Tender Security of Kshs. 500,000.00, valid for 150 days. Failure to attach the Tender Security will lead to automatic rejection of the tender.

1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the Reception Area of the Ministry of Environment and Forestry’s Offices (11th Floor, N.H.I.F Building along Ragati Road, Nairobi) and addressed to:

The Principal Secretary
Ministry of Environment and Forestry,
P. O. Box 30126-00100,
NAIROBI.

so as to be received on or before 23rd April, 2020 at 10.00 am East African Time. Late bids will not be accepted and will be returned unopened.
1.7 Tenders will be opened immediately thereafter, i.e. on **23RD April, 2020 at 10.00am** East African Time in the presence of the Candidates or their representatives, who choose to attend at the Ministry of Environment and Forestry’s Conference Room, located at 12th floor of the N.H.I.F. Building along Ragati Road, Nairobi.

Principal Secretary
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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 Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install, test and commissioning of the items by the intended completion date specified in the tender documents.
2.1.2 The procuring entity employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment
2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering
2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000.00
2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of 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) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer’s Authorization Form
(xiii) Confidential Business Questionnaire Form
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 Tender Documents
2.5.1 A prospective tenderer making inquiries of the tender documents may notify the procuring entity in writing or by post at the entity’s address indicated in the invitation for tenders. The procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the procuring entity response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Tender Documents
2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

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

2.8 Documents Comprising the Tender
2.8.1 The tender prepared by the tenderer 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 2.12 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 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
   (d) tender security furnished in accordance with paragraph 2.14
   (e) Confidential Business Questionnaire
2.9 **Tender Form**
2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 **Tender Prices**
2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

(iii) installation charges shall also be indicated separately for each equipment.

2.10.3 Prices quoted by the tender shall remain fixed during the Tender’s performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 **Tender Currencies**
2.11.1 Prices shall be quoted in the following currencies:

(a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and

(b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.

(c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 **Tenderers Eligibility and Qualifications**
2.12.1 Pursuant to paragraph 2.1, the tenderers shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the procuring entity’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the procuring entity’s satisfaction:

(a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment;

(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 Document**

2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
   b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the procuring entity; and
   c) a clause-by-clause commentary on the procuring entity’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 **Tender Security**

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

2.14.2 The tender security shall be in the amount not exceeding 2 % (two per cent) of the tender price.

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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:
   a) A bank guarantee
   b) Such Insurance Guarantee approved by the Authority
   c) Letter of credit.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the procuring entity as non-responsive, pursuant to paragraph 2.2.

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

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

2.14.8 The tender security may be forfeited:
   a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
   b) in the case of a successful tenderer, if the tenderer fails:
i) to sign the contract in accordance with paragraph 2.27
or
ii) to furnish performance security in accordance with paragraph 2.28

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

2.15 **Validity of Tenders**
2.15.1 Tenderers shall remain valid for 120 days after date of tender opening prescribed by the procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.
2.15.2 In exceptional circumstances, the procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**
2.16.1 The 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.
2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 **Sealing and Marking of Tenders**
2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
2.17.2 The inner and outer envelopes shall:
(a) Be addressed to the procuring entity at the address given on the Invitation to Tender.
(b) Bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE 23RD April, 2020 at 10.00 am East African Time.
2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**
2.18.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.17.2 not later than 23RD April, 2020 at 10.00 am East African Time.
2.18.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and
obligations of the procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity procurement Section as provided for in the Appendix.

2.19 **Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the procuring entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7.

2.20 **Opening of Tenders**

2.20.1 The procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on 23RD April, 2020 at 10.00am East African Time in the Reception Area of the Ministry of Environment and Forestry (11th Floor, N.H.I.F Building along Ragati Road, Nairobi).

2.20.2 The tenderers’ representatives who are present shall sign a tender opening register evidencing their attendance.

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

2.20.4 The procuring entity will prepare minutes of the tender opening.

2.21 **Clarification of Tenders**

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

2.21.2 Any effort by the tenderer to influence the procuring entity in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

2.22 **Preliminary Examination and Responsiveness**

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

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

2.22.3 The procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The procuring entity determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.24.2 The procuring entity evaluation of a tender will exclude and not take into account:

(a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

(b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The procuring entity evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

(a) delivery and installation schedule offered in the tender;

(b) deviations in payment schedule from the specifications in the Special Conditions of Contract;

(c) the cost of components, mandatory spare parts and service;

(d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

2.24.5.1 Delivery schedule

The procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity’s required delivery time will be treated as non-responsive and rejected.
2.24.5.2 Deviation in payment schedule
Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.24.5.3 Spare parts and after sales service facilities
Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the procuring entity
Subject to paragraph 2.21 no tenderer shall contact the procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

Any effort by a tenderer to influence the procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.

2.26 Award of Contract

(a) Post-Qualification
2.26.1 In the absence of pre-qualification, the procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 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 the procuring entity 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 the procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

(b) Award Criteria

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

2.26.5 To qualify for contract awards, the tenderer shall have the following:
a) Necessary qualifications, capability experience, services, 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.

(c) Procuring Entity’s Right to Accept or Reject Any or All Tenders

2.26.6 The procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity’s action

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

2.26.8 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.

2.26.9 A tenderer who gives false information in the tender document about is 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.

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneously other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.29, the procuring entity will simultaneously inform the other tenderers that this tenderers have not been successful

2.28 Signing of Contract

2.28.1 At the same time as the procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the procuring entity.

2.28.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
2.29 Performance Security
2.29.1 Within Thirty (30) days of the receipt of notification of award from the procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the procuring entity.
2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices
2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

2.30.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.
APPENDIX TO INSTRUCTIONS TO TENDERERS

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

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>Section 55 of the Public Procurement and Asset Disposal Act 2015 provide guideline for persons eligible to participate in this procurement process.</td>
</tr>
<tr>
<td>2.3.2</td>
<td>A complete set of tender documents containing detailed information may be obtained from <strong>Ministry of Environment and Forestry, Ragati Road, NHIF Building, 11th floor, Supply Chain Management Office room 1102</strong> during normal working hours (8.00 am to 5.00pm, Monday-Friday, with exemption of public holidays) upon payment of non-refundable fee of Ksh 1000 payable <strong>in cash or Bankers cheque to the Principal Secretary, Ministry of Environment and Forestry</strong>, or download the document free of charge from the Ministry website:<a href="http://www.environment.go.ke">www.environment.go.ke</a>, <a href="http://www.meteo.go.ke">www.meteo.go.ke</a>, <a href="http:supplier.treasury.go.ke">http:supplier.treasury.go.ke</a> and <a href="http:www.tenders.go.ke">www.tenders.go.ke</a>. In case the documents are downloaded, bidders must inform the Ministry of Environment and Forestry, Supply Chain Management Services immediately for recording purpose.</td>
</tr>
<tr>
<td>2.8.1</td>
<td>The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.8 all other documents described in clause 2.4.1 except form specified in this tender document and any other document required in determining qualification of the tenderer in view of the evaluation criteria below.</td>
</tr>
<tr>
<td>2.10.2</td>
<td>Price quoted shall be net inclusive of VAT and all other taxes payable</td>
</tr>
<tr>
<td>2.10.3</td>
<td>Price increase or variation is not allowable until after 12 months of the Purchase Order (PO) date.</td>
</tr>
<tr>
<td>2.11.1</td>
<td>All Prices to be quoted in Kenya Shillings. The source of official selling rate is: <strong>Central Bank of Kenya</strong> and the date of exchange rate is <strong>as at the date of tender submission</strong>.</td>
</tr>
<tr>
<td>2.15.1</td>
<td>Tenders shall remain valid for 120 days after the date of tender opening.</td>
</tr>
<tr>
<td>2.16.1</td>
<td>Tenderers to submit “ONE ORIGINAL AND ONE COPY OF TENDER DOCUMENT”</td>
</tr>
<tr>
<td>2.18.1</td>
<td>Tenders to be received not later than 23RD April, 2020 at 10.00 A.M.</td>
</tr>
<tr>
<td>2.20.1</td>
<td>The place of opening will be as indicated in the tender notice: The procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on <strong>23RD April, 2020 at 10.00 a.m. East African Time</strong> in at the Ministry of Environment and Forestry’s Conference Room, located at 12th floor of the N.H.I.F. Building along Ragati Road, Nairobi.</td>
</tr>
<tr>
<td>2.26.5</td>
<td>Section 55 of the Public Procurement and Asset Disposal Act 2015 provide guideline for persons eligible to participate in this procurement process. Eligibility to bid.</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

55. (1) A person is eligible to bid for a contract in procurement or an asset being disposed, only if the person satisfies the following criteria —
   (a) the person has the legal capacity to enter into a contract for procurement or asset disposal;
   (b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up;
   (c) the person, if a member of a regulated profession, has satisfied all the professional requirements;
   (d) the procuring entity is not precluded from entering into the contract with the person under section 38 of this Act;
   (e) the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act;
   (f) the person has fulfilled tax obligations;
   (g) the person has not been convicted of corrupt or fraudulent practices; and
   (h) is not guilty of any serious violation of fair employment laws and practices.

   (2) A person or consortium shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the person or consortium, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of subsection (1) (e), (f), (g) and (h).

2.29.1 The successful tenderer shall be required to furnish a performance security equivalent to 10% of the total bid sum within 30 days from the date of notification.

Clause 2.22 – 2.24: EVALUATION CRITERIA

Evaluation will be carried out through three (3) stages as follows:

Stage 1: Compliance with the Mandatory Requirements

Stage 2: Compliance with the Technical Specifications where the bids shall be evaluated as a “PASS” or a “FAIL” on each sub criteria. An overall “PASS” or “FAIL” score will be awarded. Bids which obtain overall “PASS” score at the Technical stage shall proceed to financial evaluation Stage. Technical evaluation shall be 75% pass mark

Stage 3: Financial and Commercial Evaluation shall involve price comparison of bid price to determine the lowest evaluated bid. The lowest evaluated bid, (meeting all the mandatory requirements and complying with the technical specification) shall be recommended for award of the lot(s) in question.

   a) The bidder with the lowest evaluated financial bid per lot will be recommended for the award of the contract for all the items.
   b) In case of discrepancy between unit price and total, the unit price shall prevail.
c) If there is a tie on the lowest quoted sum price, competitive negotiations as prescribed in section 132 of the Public Procurement and Asset Disposal Act, 2015 shall be used to determine award.
Bidder may bid for one or all Lots

N/B
*The award shall be on lot-by-lot basis*
## STAGE 1: COMPLIANCE WITH THE MANDATORY REQUIREMENTS (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

<table>
<thead>
<tr>
<th>MR No</th>
<th>Requirements</th>
<th>Tenderer’s Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR 1</td>
<td>Attach a copy of the business registration/ certificate of incorporation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attach a copy of CR12 where applicable</td>
<td></td>
</tr>
<tr>
<td>MR 2</td>
<td>Provide copy of the company’s current and valid Tax Compliance certificate issued by Kenya Revenue Authority (KRA).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/B: Should be valid as at the tender closing date.</td>
<td></td>
</tr>
<tr>
<td>MR 3</td>
<td>KRA PIN</td>
<td></td>
</tr>
<tr>
<td>MR 4</td>
<td>Duly filled, signed and stamped form of tender with a validity of 120 days</td>
<td></td>
</tr>
<tr>
<td>MR 5</td>
<td>Provide Tender Security (Bid Bond) of Kshs 500,000 in the form provided in this tender document (valid for 1 days)</td>
<td></td>
</tr>
<tr>
<td>MR 7</td>
<td>Certified Copy of Valid business permit (trade license)</td>
<td></td>
</tr>
<tr>
<td>MR 9</td>
<td>Duly filled, signed and stamped Confidential Business Questionnaire</td>
<td></td>
</tr>
<tr>
<td>MR 10</td>
<td>Duly serialized and paginated bid document with all the attachments included.</td>
<td></td>
</tr>
<tr>
<td>MR 11</td>
<td>A letter of authorization from the Manufacturer where the bidder is not the manufacturer of the system.</td>
<td></td>
</tr>
</tbody>
</table>

N/B  
*The Overall score in stage shall be either “RESPONSIVE” or “NON-RESPONSIVE”. Any score of “NON-RESPONSIVE” will result in an overall “NON-RESPONSIVE” score.*  
Commissioner of oaths should certify all copies

*Only bidders complying with all the above requirements will proceed to the second stage of Technical Evaluation;*
1. INTRODUCTION
Kenya Meteorological Department seeks to procure Twelve (12) Automatic Weather Stations (AWS) in the current financial year 2019/20. The aim of this project is to enhance capacity for Synoptic weather, in order to expand its Meteorological Observation Network.

This document defines the Minimum requirements for the Automatic Weather Stations (AWS). The equipment should be of modular, robust and field-proven design, using state of the art technology with capability of adding more sensors in the future. It should be capable of simple expansion and ease of upgrade for both hardware and software and adopt modular technology for additions and new features. All prospective bidders are invited to bid for the specified equipment or its equivalent that are suitable for the required applications.

2. Scope of work
The following is the scope of work:
   a) Supply, delivery, installation, testing and commissioning of the twelve (12) Automatic Weather Stations comprising of sensors, data loggers, telemetry systems, batteries, solar panels, masts and all required accessories;
   b) Factory level training for three (3) system administrators and onsite training for users and basic maintenance personnel.
   c) Facilitate Factory and site acceptance tests to be witnessed by three (3) KMD staff
   d) Supply all necessary spares, installation and maintenance tools.

Table 1: Locations where the stations will be installed

<table>
<thead>
<tr>
<th>Counties</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kirinyaga</td>
<td>1</td>
</tr>
<tr>
<td>Siaya</td>
<td>1</td>
</tr>
<tr>
<td>Isiolo</td>
<td>1</td>
</tr>
<tr>
<td>Tana River</td>
<td>1</td>
</tr>
<tr>
<td>Tharaka Nithi</td>
<td>1</td>
</tr>
<tr>
<td>Lamu</td>
<td>1</td>
</tr>
<tr>
<td>Kajiado</td>
<td>1</td>
</tr>
<tr>
<td>Muguga</td>
<td>1</td>
</tr>
<tr>
<td>Kilifi</td>
<td>1</td>
</tr>
<tr>
<td>Kiambu-Muguga/Ruiru</td>
<td>1</td>
</tr>
<tr>
<td>Taita Taveta-Wundanyi</td>
<td>1</td>
</tr>
<tr>
<td>Murang’a</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>12</strong></td>
</tr>
</tbody>
</table>
### 3. SUMMARY OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>UoM</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Automatic Weather Station (AWS) with spare parts and calibration Kits</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Supply, Installation, Testing and Commissioning of Automatic Weather</td>
<td>Set</td>
<td>12</td>
</tr>
<tr>
<td>Station (AWS) in each identified sites in the twenty four (24) project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>counties</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4 Factory Acceptance Tests to be witnessed by 3 KMD staff. Cost of travel,</td>
<td>Pax</td>
<td>3</td>
</tr>
<tr>
<td>accommodation and subsistence allowance will be borne by supplier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5 Factory Level Training for system Administration and maintenance Cost</td>
<td>Person</td>
<td>4</td>
</tr>
<tr>
<td>of travel, accommodation and subsistence allowance will be borne by supplier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6 Site training for users and basic maintenance personnel. Cost of training</td>
<td>Person</td>
<td>5</td>
</tr>
<tr>
<td>will be borne by supplier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7 Civil works and site preparation for each site</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**Table 1: SUMMARY REQUIREMENTS**

5 **GENERAL TECHNICAL REQUIREMENTS**

5.1 The AWSs shall be of modular design using state of the art technology for ease of upgrades and additions.

5.2 The AWS shall provide the capability of unattended operation for at least one year using 12V sealed maintenance free battery chargeable by solar panel.

5.3 The power consumption of the sensors must be commensurate with the power availability of the proposed power supply system of the station with a capacity to operate for a minimum of 90 days without battery recharge.

5.4 The system should include rechargeable, sealed and maintenance free backup batteries sufficient for keeping the station running at least for three months without recharging. The backup batteries must have a charge regulator with protection against battery overcharge or deep discharge. The charger must have an indication of the battery condition and charging state.

5.5 The voltage range of the sensors must be compatible with the operating voltage range of the supplied data logger.

5.6 AC power adapter for the stations should be available as an option and any extra costs associated with this must be provided.

5.7 The output signals for each sensor are to be selected from the commonly available formats, such as RS-232, RS-485, SDI-12, etc. However, SDI-12 is the preferred format.

5.8 The bidder shall ensure full software/data compatibility with the existing Automatic Message Switching System (AMSS) at Kenya Meteorological Department Headquarters, in Nairobi.
Specific attention will be made on the capability to generate and transmit SYNOP, CLIMAT, etc. that are WMO BUFR compliant

5.9 The Systems shall be supported for hardware and software upgrades and will be guaranteed for the next 10 years or more. All the spare parts required shall continue to be available during this period.

5.10 All equipment shall comply with the relevant World Meteorological Standards and recommendations WMO 386, and latest International Standards Organization standards.

5.11 The chassis/enclosure should withstand hostile environment and its mounting should be completely sealed by suitable gasket to avoid penetration of moisture, salinity etc.

5.12 All Sensors must be protected against dust and chemicals.

5.13 AWS system should have in-built memory of storing data for at least 12 months period.

5.14 The sensors along with the accessories and facilities shall be fully compatible with the data logger and telemetry transmission system.

5.15 A telemetry system shall automatically transmit data from AWS to a Central Data Processing Server at KMD Headquarters using GSM (2G/3G/4G communications.

5.16 Durability of instrumentation and equipment shall not be less than 10 years with proper maintenance;

5.17 The supply of the sensors must include UV protected cables for connecting the sensors to the data logger.

5.18 All sensor connectors must be water proof and must be clearly labeled

5.19 All connectors should be installed at the bottom of the enclosure to reduce the risk of water or moisture penetration.

5.20 All the accessories, tools and fixtures required for the installation and dismounting / remounting of the equipment shall be treated as a part of the supply for each type of sensors. Such kits should be supplied with the main AWS systems. Details of each item should be included and quoted in the bid.

5.21 Data sheets and Calibration certificates must be provided for all the supplied sensors.

5.22 Detailed Technical and user manual must be provided in hard copy and on USB or DVD.

5.23 All supplied equipment must have 3 years warranty with onsite support Hardware and Software with next business day or less response time. Bidders should propose service level agreement and its associated cost to cover the onsite support.

5.24 Where the bidder is not the manufacturer of the system a letter of authorization from Manufacturer must be submitted with the bid.

6 ENVIRONMENTAL REQUIREMENTS

The offered system shall operate under the climatic conditions given below:

a) The equipment shall be able to work at ambient temperatures between -10 to 70 degrees Celsius for continuous operation.

b) The relative humidity range shall be 0-100%

c) The offered equipment shall be suitable for the tropical regions.

7 Technical specifications for AUTOMATIC WEATHER STATION
<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>Parameter Measured</th>
<th>Minimum sensor specifications</th>
<th>Qty in PCS</th>
</tr>
</thead>
</table>
| 1       | Wind Speed Measured at 10m                   | • Measuring Range: 0 - 60m/s  
• Starting threshold: <0.5 m/s  
• Resolution: 0.01m/s  
• Accuracy: < +/- 0.3m/s  
• Response time: < 0.25sec  
• Operating Temperature: -20°C to +60°C  
• Relative Humidity: 0 to 100%  
• Material: Corrosion resistant  
*NB: All Ultrasonic wind system should come with bird cage to protect against bird perching on the sensor.* | 12         |
| 2       | Wind Direction Measured at 10m               | • Measuring Range: 0 to 359° (no dead band)  
• Starting threshold: < 0.01 m/s  
• Resolution: 1°  
• Accuracy: +/- 2°  
• Operating Temperature: -20°C to +60°C  
• Relative Humidity: 0 to 100%  
• Material: Corrosion Resistant  
*NB: All Ultrasonic wind system should come with bird cage to protect against bird perching on the sensor.* | 12         |
| 3       | Air Temperature                              | • Measuring Range: -20 to +60°C  
• Resolution: < 0.1°C  
• Accuracy: < +/- 0.3°C  
• Recalibration: as per WMO standards  
• Radiation Shield: WMO Standard | 12         |
| 4       | Relative Humidity                            | • Measuring Range: 0 to 100%  
• Resolution: 0.1%  
• Accuracy: +/- 1%  
• Operating Temperature: -20°C to +60°C  
• Measurement element: Capacitance element  
• Long-term stability: +/- 1% max drift per year | 12         |
| 5       | Pressure Sensor                              | • Measuring Range: 500 to 1100hPa  
• Operating Temperature: -20°C to +60°C  
• Relative Humidity: 0 to 100%  
• Resolution: ±0.05 hPa or better  
• Accuracy: +/- 0.1hPa  
• Calibration Uncertainty: +/- 0.15hPa  
• Long Term stability: +/- 0.1hPa or better per year  
• Response Time: < 2seconds  
• Independent mounting of sensor with integrated mast mounting bracket, fully self-contained unit. | 12         |
<p>| 6       | Solar Radiation                              | • WMO first class classification with ISO 9060 certification                                                           | 12         |</p>
<table>
<thead>
<tr>
<th>ITEM</th>
<th>Parameter Measured</th>
<th>Minimum sensor specifications</th>
<th>Qty in PCS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Spectral Range: 285 to 2800nm • Sensor: Thermopile • Sensitivity: 5 to 20 µV/W/m² • Response Time: &lt; 6sec • Maximum Irradiance: 2000 W/m² • Non Linearity: &lt; +/- 1% • Non-Stability: &lt; +/- 1% per year • Temperature dependency of sensitivity: &lt; 0,1% / °C • Operating temperature: -20° to +60°C</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>Rain, Precipitation</td>
<td>Orifice: 200cm² • Resolution: &lt;0.1mm per tip • Accuracy: &lt;0.2mm • Measuring Principle: Tipping bucket – double spoon • Material: corrosion resistant • Funnel: bird perch protection and intake screen to protect against bid droppings and leaves • Mounting stand: Separate mounting stand, mounting base plate with at least 20 x 20cm, to be screwed to concrete base, should have screws for horizontal leveling adjustment</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>Soil Temperature</td>
<td>Depth of Measurement: 5, 10, 20, 30, 50, 100cm • Temperature range: -20°C to +60°C • Accuracy: +/- 0.1°C • Sensor elements: pt100, connected to stainless steel rings in direct contact with soil</td>
<td>12</td>
</tr>
<tr>
<td>9</td>
<td>Soil moisture</td>
<td>Depth of measurement: 6 depths down to 100cm (10 to 100 cm) • Moisture range: 0 to 100% volumetric moisture content • Resolution: 0.1% • Accuracy: +/- 2%, with site-specific calibration +/- 1% • Measurement method: high-frequency capacitance measurement</td>
<td>12</td>
</tr>
<tr>
<td>ITEM</td>
<td>SENSORS</td>
<td>MINIMUM SENSOR SPECIFICATIONS</td>
<td>QTY IN PCS</td>
</tr>
<tr>
<td>------</td>
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<td>------------</td>
</tr>
</tbody>
</table>
| 1    | Mast 10m| • Tilted mast 10 meters height galvanized steel or equivalent including required installation accessories  
|      |         | • Lightning and Grounding Protection: 2m aerial copper rod at the top and 2m deep ground copper rod  
|      |         | • sets of guy wires made of stainless steel with ground pegs  
|      |         | • The solar panel should be placed at a height (at least 1 or 2 m below the wind sensors) to reduce theft and its apparent interference with the radiation sensor. | 12 |

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DATA LOGGER</th>
<th>MINIMUM SPECIFICATIONS</th>
<th>QTY IN PCS</th>
</tr>
</thead>
</table>
| 1    | Data logger| • The logger should be of low power consumption  
|      |            | • Input ports Ten to twelve sensors using analogue channels, and SDI-12 ports  
|      |            | • The logger should support the following communication I/O ports: RS232, RS485, SDI-12, Ethernet, USB, etc. SDI-12 is preferred  
|      |            | • The logger should support commonly used communication protocols such as: RS-232, RS-485, TCP, SDI-12, etc  
|      |            | • The Logger should have the capacity to receive data from at least 10 meteorological sensors and any additional sensors that could be added in future;  
|      |            | • The logger must have capacity to store data for a minimum of twelve months if network connection is inactive and to send all pending stored data when the network is active.  
|      |            | • The logger must be supplied with GSM/2G/3G/4G compatible modem interfaced with supplied data logger. The GSM/GPRS modem must conform to Kenya specific telecom requirements  
|      |            | • The logger should have capability to transmit to a central data server via a GSM modem that is compatible with 2G, 3G and 4G communications.  
|      |            | • All external connectors to be water proof  
|      |            | • The data logger should allow for retrieval of stored data by direct connection with laptop computer via USB interface, Ethernet or Wi-fi connection.  
|      |            | • The logger should be able to record data form all the supplied external sensors and with option for more additional more sensors in future.  
<p>|      |            | • The logger must be housed in a rugged, water and dust proof sealed enclosure with pad locks that can withstand direct exposure to a harsh environment. | 12 |</p>
<table>
<thead>
<tr>
<th>ITEM</th>
<th>SENSORS</th>
<th>No.</th>
<th>Parameter Measured</th>
<th>Minimum sensor specifications</th>
<th>Qty in PCS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>The software must support WMO compliant measuring methods, especially for wind gust monitoring (4 samples per second) and wind vector monitoring.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>The data logger must support time-based and event-based data processing and transmission back to base (i.e. either based on a predefined schedule or based on a preprogrammed event such as a temperature threshold). Raw collected data need to be processed on-board and transmitted via GPRS at a user-defined interval, which will be a minimum of every 15 minutes.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>The system must have a USB port to which a laptop computer can be connected in order to perform system setup, software updates, and configurations and also download stored data and monitor the logger operation</td>
<td></td>
</tr>
</tbody>
</table>
### Data Transmission/ Communication

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Minimum specifications</th>
<th>Qty in PCS</th>
</tr>
</thead>
</table>
| 1   | Communication         | • Recorded data from each AWS shall be transmitted automatically from the logger to a Central Data processing server that will be installed at KMD Headquarters at Dagoretti corner, using GSM (2G/3G/4G) communications.  
  • The stations shall transmit the data every hour (configurable to other intervals in minutes) via GSM/GPRS modem to the central database server at KMD Headquarters.  
  • The contractor must supply GSM (2G/3G/4G) modems compatible the data logger. The modem must also be compatible to GSM Network in Kenya. | 12         |

### POWER SUPPLY

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Minimum specifications</th>
<th>Qty in PCS</th>
</tr>
</thead>
</table>
| 1    | • AWS is to be powered by a battery that will be charged through a solar panel with an option to power directly from the mains electric supply.  
  • The bidder must ensure that the system design takes into consideration power requirement for the system with all sensors making measurements at a minimum of 1-minute interval.  
  • The system should include rechargeable, sealed and maintenance free battery sufficient for keeping the station running at least for three months without recharging. The battery must have a lifetime of not less than 3 years  
  • The battery must have a charge regulator with protection against battery overcharge or deep discharge. The battery charger must have an indication of the battery condition and charging state.  
  • The bidder must supply battery, charging regulator and solar panel and all the required accessories and required cables.  
  • Power supply system including solar panel, battery, regulator, and all necessary cabling | 12         |

### ENCLOSURE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Minimum Specifications</th>
<th>QTY in PCS</th>
</tr>
</thead>
</table>
The chassis/enclosure should be IP66 (or higher) rated to withstand hostile environment and its mounting should be completely sealed by suitable gasket to avoid penetration of moisture, salinity etc.

- It must be sized to house the data logger, pressure sensor, batteries, solar regulator, connectors, and GSM modem complete with wiring and terminal block for the connection all required sensors.
- The enclosure must be lockable with key
- All connectors should be installed at the bottom of the enclosure to reduce the risk of water or moisture penetration.

VII

CENTRAL DATA PROCESSING SERVER

<table>
<thead>
<tr>
<th>No.</th>
<th>Minimum specifications</th>
<th>Qty in PCS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Server</td>
<td>The data from the AWS will be sent through GSM internet to the existing SutronXConnect Base station for processing. It will be the responsibility of the bidder to ensure that the data format is compliant with this system.</td>
<td>1</td>
</tr>
</tbody>
</table>

7. STAGE 2: TECHNICAL EVALUATION

This will be a two-stage evaluation involving examination of fulfillment of the mandatory technical requirements for the proposed solution and a detailed evaluation of the proposals’ ability to meet the set specifications. Those bids that do not meet any of the mandatory technical requirements will not be considered for the detailed evaluation. The pass mark for the detailed evaluation stage is 75%. Bidders who fail to meet this pass mark shall be disqualified from further evaluation.

Bids will be evaluated based on the evaluation criteria below.

I) Preliminary Technical evaluation for Mandatory requirements

<table>
<thead>
<tr>
<th>ITEM</th>
<th>No.</th>
<th>Parameter Measured</th>
<th>Minimum sensor specifications</th>
<th>Qty in PCS</th>
<th>Mandatory Requirements Compliance Pass/Fail</th>
</tr>
</thead>
</table>
|      |     | Wind Speed Measured at 10m | • Measuring Range: 0 - 60m/s  
• Starting threshold: <0.5 m/s  
• Resolution: 0.01m/s  
• Accuracy: < +/- 0.3m/s  
• Response time: < 0.25sec  
• Operating Temperature: -20°C to +60°C  
• Relative Humidity: 0 to 100%  
• Material: Corrosion resistant  
*NB: All Ultrasonic wind system should come with bird cage to protect against bird perching on the sensor.* | 12 |
<table>
<thead>
<tr>
<th>ITEM</th>
<th>No.</th>
<th>Parameter Measured</th>
<th>Minimum sensor specifications</th>
<th>Qty in PCS</th>
<th>Mandatory Requirements Compliance Pass/Fail</th>
</tr>
</thead>
</table>
| 2    | Wind Direction Measured at 10m | • Measuring Range: 0 to 359° (no dead band)  
• Starting threshold: < 0.01 m/s  
• Resolution: 1°  
• Accuracy: +/- 2°  
• Operating Temperature: -20°C to +60°C  
• Relative Humidity: 0 to 100%  
Material: Corrosion Resistant  
**NB: All Ultrasonic wind system should come with bird cage to protect against bird perching on the sensor.** | 12 | |
| 3    | Air Temperature | • Measuring Range: -20 to +60°C  
• Resolution: < 0.1°C  
• Accuracy: +/- 0.3°C  
• Recalibration: as per WMO standards  
• Radiation Shield: WMO Standard | 12 | |
| 4    | Relative Humidity | • Measuring Range: 0 to 100%  
• Resolution: 0.1%  
• Accuracy: +/- 1%  
• Operating Temperature: -20°C to +60°C  
• Measurement element: Capacitance element  
• Long-term stability: +/- 1% max drift per year | 12 | |
| 5    | Pressure Sensor | • Measuring Range: 500 to 1100 hPa  
• Operating Temperature: -20°C to +60°C  
• Relative Humidity: 0 to 100%  
• Resolution: ±0.05 hPa or better  
• Accuracy: +/- 0.1 hPa  
• Calibration Uncertainty: +/- 0.15 hPa  
• Long Term stability: +/- 0.1 hPa or better per year  
• Response Time: < 2 seconds  
• Independent mounting of sensor with integrated mast mounting bracket, fully self-contained unit. | 12 | |
| 6    | Solar Radiation | • WMO first class classification with ISO 9060 certification  
• Spectral Range: 285 to 2800 nm  
• Sensor: Thermopile  
• Sensitivity: 5 to 20 µV/W/m² | 12 | |
<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>Parameter Measured</th>
<th>Minimum sensor specifications</th>
<th>Qty in PCS</th>
<th>Mandatory Requirements Compliance Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• Response Time: &lt; 6sec&lt;br&gt;• Maximum Irradiance: 2000 W/m²&lt;br&gt;• Non Linearity: &lt; +/- 1%&lt;br&gt;• Non-Stability: &lt; +/- 1% per year&lt;br&gt;• Temperature dependency of sensitivity: &lt; 0,1% / °C&lt;br&gt;• Operating temperature: -20°C to +60°C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Rain, Precipitation</td>
<td>• Orifice: 200cm²&lt;br&gt;• Resolution: &lt;0.1mm per tip&lt;br&gt;• Accuracy: &lt;0.2mm&lt;br&gt;• Measuring Principle: Tipping bucket – double spoon&lt;br&gt;• Material: corrosion resistant&lt;br&gt;• Funnel: bird perch protection and intake screen to protect against bid droppings and leaves&lt;br&gt;• Mounting stand: Separate mounting stand, mounting base plate with at least 20 x 20cm, to be screwed to concrete base, should have screws for horizontal leveling adjustment</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Soil Temperature</td>
<td>• Depth of Measurement: 5, 10, 20, 30, 50, 100cm&lt;br&gt;• Temperature range: -20°C to +60°C&lt;br&gt;• Accuracy: +/- 0.1°C&lt;br&gt;• Sensor elements: pt100, connected to stainless steel rings in direct contact with soil</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Soil moisture</td>
<td>• Depth of measurement: 6 depths down to 100cm (10 to 100 cm)&lt;br&gt;• Moisture range: 0 to 100% volumetric moisture content&lt;br&gt;• Resolution: 0.1%&lt;br&gt;• Accuracy: +/- 2%, with site-specific calibration +/- 1%&lt;br&gt;• Measurement method: high-frequency capacitance measurement</td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>
### SENSORS

<table>
<thead>
<tr>
<th>No.</th>
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</table>
| 1   | Mast 10m            | • Tiltable mast 10 meters height galvanized steel or equivalent including required installation accessories  
• Lightning and Grounding Protection: 2m aerial copper rod at the top and 2m deep ground copper rod  
• sets of guy wires made of stainless steel with ground pegs  
• The solar panel should be placed at a height (at least 1 or 2 m below the wind sensors) to reduce theft and its apparent interference with the radiation sensor. | 12 | |

### DATA LOGGER

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</table>
| 1   | Data logger         | • The logger should be of low power consumption  
• Input ports Ten to twelve sensors using analogue channels, and SDI-12 ports  
• The logger should support the following communication I/O ports: RS232, RS485, SDI-12, Ethernet, USB, etc. SDI-12 is preferred  
• The logger should support commonly used communication protocols such as: RS-232, RS-485, TCP, SDI-12, etc  
• The Logger should have the capacity to receive data from at least 10 meteorological sensors and any additional sensors that could be added in future;  
• The logger must have capacity to store data for a minimum of twelve months if network connection is inactive and to send all pending stored data when the network is active.  
• The logger must be supplied with GSM/2G/3G/4G compatible modem interfaced with supplied data logger. The GSM/GPRS modem must conform to Kenya specific telecom requirements  
• The logger should have capability to transmit to a central data server via a | 12 |
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<tr>
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<th>Minimum sensor specifications</th>
<th>Qty in PCS</th>
<th>Mandatory Requirements Compliance Pass/Fail</th>
</tr>
</thead>
</table>
|          |                    | GSM modem that is compatible with 2G, 3G and 4G communications.  
• All external connectors to be water proof  
• The data logger should allow for retrieval of stored data by direct connection with laptop computer via USB interface, Ethernet or Wifi connection.  
• The logger should be able to record data from all the supplied external sensors and with option for more additional more sensors in future.  
• The logger must be housed in a rugged; water and dust proof sealed enclosure with pad locks that can withstand direct exposure to a harsh environment.  
• The software must support WMO compliant measuring methods, especially for wind gust monitoring (4 samples per second) and wind vector monitoring.  
• The data logger must support time-based and event-based data processing and transmission back to base (i.e. either based on a predefined schedule or based on a preprogrammed event such as a temperature threshold). Raw collected data need to be processed on-board and transmitted via GPRS at a user-defined interval, which will be a minimum of every 15 minutes.  
• The system must have a USB port to which a laptop computer can be connected in order to perform system setup, software updates, and configurations and also download stored data and monitor the logger operation | | |

### IV Data Transmission/ Communication

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<th>Item</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Communication</td>
<td>Recorded data from each AWS shall be transmitted automatically from the logger to a Central Data processing server that will be installed at KMD Headquarters at</td>
<td>12</td>
</tr>
<tr>
<td>ITEM</td>
<td>Parameter Measured</td>
<td>Minimum sensor specifications</td>
<td>Qty in PCS</td>
</tr>
<tr>
<td>------</td>
<td>---------------------</td>
<td>-------------------------------</td>
<td>------------</td>
</tr>
</tbody>
</table>
| No.  |                     | Dagoretti corner, using GSM (2G/3G/4G) communications.  
|      |                     | • The stations shall transmit the data every hour (configurable to other intervals in minutes) via GSM/GPRS modem to the central database server at KMD Headquarters.  
|      |                     | • The contractor must supply GSM (2G/3G/4G) modems compatible the data logger. The modem must also be compatible to GSM Network in Kenya. | | |

### POWER SUPPLY

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<th>ITEM</th>
<th>Minimum specifications</th>
<th>Qty in PCS</th>
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</thead>
</table>
| 1.   | • AWS is to be powered by a battery that will be charged through a solar panel with an option to power directly from the mains electric supply.  
|      | • The bidder must ensure that the system design takes into consideration power requirement for the system with all sensors making measurements at a minimum of 1-minute interval.  
|      | • The system should include rechargeable, sealed and maintenance free battery sufficient for keeping the station running at least for three months without recharging. The battery must have a lifetime of not less than 3 years  
|      | • The battery must have a charge regulator with protection against battery overcharge or deep discharge. The battery charger must have an indication of the battery condition and charging state.  
|      | • The bidder must supply battery, charging regulator and solar panel and all the required accessories and required cables.  
|      | • Power supply system including solar panel, battery, regulator, and all necessary cabling | 12 |

### ENCLOSURE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Minimum Specifications</th>
<th>QTY in PCS</th>
</tr>
</thead>
</table>
ITEM | No. | Parameter Measured | Minimum sensor specifications | Qty in PCS | Mandatory Requirements Compliance Pass/Fail
--- | --- | --- | --- | --- | ---
| | | | | | 
1 | • The chassis/enclosure should be IP66 (or higher) rated withstand hostile environment and its mounting should be completely sealed by suitable gasket to avoid penetration of moisture, salinity etc.  
• It must be sized to house the data logger, pressure sensor, batteries, solar regulator, connectors, and GSM modem complete with wiring and terminal block for the connection all required sensors.  
• The enclosure must be lockable with key  
• All connectors should be installed at the bottom of the enclosure to reduce the risk of water or moisture penetration

VII | CENTRAL DATA PROCESSING SERVER
--- | --- | --- | --- | ---
No. | Minimum specifications | Qty in PCS
--- | --- | ---
1. Server | The data from the AWS will be sent through GSM internet to the existing SutronXConnect Base station for processing. It will be the responsibility of the bidder to ensure that the data format is compliant with this system. | 1

N/B 1
The Overall score in stage shall be either “PASS” or “FAIL”. Any score of “FAIL” will result in an overall “FAIL” score.
Only bidders complying with all the above requirements will be considered for detailed Technical Evaluation:

8. Evaluation Criteria

<table>
<thead>
<tr>
<th>Item</th>
<th>Category</th>
<th>Description of requirement</th>
<th>Percentage of weighting</th>
</tr>
</thead>
</table>
| 1 | Documentation | Level of presentation, completeness and well referenced document – 4%  
Provided detailed itemized price schedule – 3%  
Provided financial statements – 3% | 10% |
<p>| 2 | References and Past experience | Evidence of Five completed similar projects successfully completed in the last three (3) years- Must provide proof (attach copies of contracts/LSO and contact details) -15% (3% each project completed) | 25% |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Category</th>
<th>Description of requirement</th>
<th>Percentage of weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Completion Certificates for the above contracts – 10% (2% each certificate of completion)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Management Team and Technical Skills</td>
<td>Number of qualified Engineers/technicians specialized in AWS technologies and project management (Provide evidence using CV and certificates) -15%</td>
<td>15%</td>
</tr>
</tbody>
</table>
| 4    | Solution Design, Project plan and Methodology of implementation | a) Proposed equipment meets or exceed the minimum requirements – (Minimum requirements - 10% ), Exceed Minimum requirements – 20 %  
b) Project plan - 10%  
c) Methodology of implementation – 10% | 50%                     |

**TOTAL MARKS**  
100%

**OVERALL SCORE “PASS”/ “FAIL”**

*Note*

Only tenders that score an overall score of 75% (Pass) out of 100% or more from the above Evaluation criteria will qualify to have their financial bids evaluated.

**9. STAGE 3: COMMERCIAL/FINANCIAL EVALUATION**

The Lowest Evaluated Tender will be recommended for the award of the tender having successfully passed the earlier stages of evaluation.
FORMAT OF PRESENTATION OF DOCUMENTS

i. The “ORIGINAL TENDER” documents must be securely bound. No loose papers will be accepted.

ii. The “ORIGINAL TENDER” documents to be submitted shall contain information detailed in below.

iii. Bidders should organize their tender documents as follows (THIS SHOULD SERVE AS A CHECKLIST FOR SUBMITTED DOCUMENTS):

<table>
<thead>
<tr>
<th>Section</th>
<th>Document</th>
<th>Checklist</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Attach a copy of the business registration/ certificate of incorporation</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(provide CR12 where appropriate)</em></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Provide copy of the company’s current and valid Tax Compliance certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>issued by Kenya Revenue Authority (KRA).</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>N/B: Should be valid as at the tender closing date.</em></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>KRA PIN and VAT Certificates</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Tender Validity of ninety (120) days from date of Tender Opening.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Provide Tender Security (Bid Bond) of Kshs500,000.00 in the form provided</td>
<td></td>
</tr>
<tr>
<td></td>
<td>in this tender document (valid for 150 days)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Manufacturer’s Authorization or certificate of agency to deal with the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>items quoted. Must be Signed and Stamped</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Duly filled and signed Form of Tender with a validity of 120days</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Duly filled and signed Confidential Business Questionnaire</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Duly serialized and paginated bid document with all the attachments</td>
<td></td>
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<tr>
<td></td>
<td>included.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>A letter of authorization from the Manufacturer where the bidder is not</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the manufacturer of the system.</td>
<td></td>
</tr>
</tbody>
</table>
SECTION III  GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1 Definitions
3.2 Application
3.3 Country of Origin
3.4 Standards
3.5 Use of Contract Documents and Information
3.6 Patent Rights
3.7 Performance Security
3.8 Inspection and Tests
3.9 Packing
3.10 Delivery and Document
3.11 Insurance
3.12 Payment
3.13 Price
3.14 Assignments
3.15 Sub contracts
3.16 Termination for Default
3.17 Liquidated Damages
3.18 Resolution of Disputes
3.19 Language and law
3.20 Force Majeure
3.21 Notices
SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a) “The Contract” means the agreement entered into between the procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the procuring entity under the Contract.

(d) “The procuring entity” means the organization purchasing the Goods under this Contract.

(e) “The Tenderer” 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 the procuring entity for the procurement installation and commissioning of equipment to the extent that provisions of other part of contract do not supercede them.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

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 Candidate shall not, without the procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

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

3.6 Patent Rights
3.6.1 The tenderer shall indemnify the procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the procuring entity’s country.

3.7 Performance Security

3.7.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of:
   a) Cash
   b) Bank guarantee
   c) Such insurance guarantee approved by the Authority
   d) Letter of credit

3.7.4 The performance security will be discharged by the procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer’s performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

3.8.1 The procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The procuring entity shall notify the tenderer in writing in a timely manner of the identity of any representatives retained for these purposes. The tenderer shall make adequate arrangements to facilitate 5 (Five) officers from the Ministry to undertake the factory Inspection and Test during execution of the contract.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the procuring entity.

3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the procuring entity.

3.8.4 The procuring entity’s right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the procuring entity or its representative prior to the equipment delivery.

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

3.9 Packing
3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Ministry of Environment, Kenya Meteorological Department in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the procuring entity’s prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify the procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

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

(a) if the tenderer fails to deliver any or all of the equipment within the period specified in the Contract, or within any extension thereof granted by the procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the procuring entity, has engaged in corrupt or fraudulent practices in competing for or executing the Contract.

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

3.17. Liquidated Damages

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

3.18. Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.19. Language and Law

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

3.20. Force Majeure

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

3.21 Notices

3.21.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party’s address specified.

3.21.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.
Notes on Special Conditions of Contract

4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

(a) Information that complement provisions of Section III must be incorporated and

(b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.
SECTION IV  SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 (b)</td>
<td>The contract price shall be in Kenya Shillings</td>
</tr>
<tr>
<td>3.1 (c)</td>
<td>The project to be undertaken is for Supply, delivery, installation, testing and commissioning of Automatic Weather Stations for Isiolo, Tana River, Tharaka Nithi, Lamu, Kajiado, Siaya, Muguga, Kilifi, Kiambu- Mugua/Ruiru, Kirinyaga, Muranga, Taita Taveta-Wundanyi</td>
</tr>
<tr>
<td>3.1 (d)</td>
<td>The procuring entity is Ministry of Environment and Forestry, Kenya Meteorological Department.</td>
</tr>
<tr>
<td>3.7.1</td>
<td>The Successful Tenderer shall be required to furnish a performance security equivalent to 10% of the total bid sum</td>
</tr>
<tr>
<td>3.10</td>
<td>Supply, delivery, installation, testing and commissioning of Automatic Weather Stations for Isiolo, Tana River, Tharaka Nithi, Lamu, Kajiado, Siaya, Muguga, Kilifi, Kiambu- Mugua/Ruiru, Kirinyaga, Muranga, Taita Taveta-Wundanyi (As indicated in the section for Technical Specification) shall be made by the bidder. The items should be delivered on working days from (Monday to Friday) between by 9.00 a.m. to 4.00 p.m.</td>
</tr>
<tr>
<td>3.12.1</td>
<td>Payment Schedule shall be as per Government regulations:</td>
</tr>
</tbody>
</table>
| 3.13             | a) Prices quoted must be Net, Inclusive of all Government Taxes and Delivery to Kenya Meteorological Service Stores.  
b) The unit prices quoted MUST be in Kenya Shillings or another freely convertible currency e.g. US Dollar.  
c) No tender document will be accepted after the official closing date/time as specified in the tender notice.  
d) Tenderers are required to attach certificates of Registration/Incorporation plus Tax compliance certificate/VAT to tender documents  
e) Form of Tender, Price Schedule and Schedule of Requirements should be duly filled, signed and stamped.  
f) The bidders must indicate their payment terms including the credit period.  
g) Bidders must attach a Brochure to accompany their bids.  
h) All deliveries shall be verified against the approved Technical Specifications and any deviations from the approved shall be rejected and contract cancelled. |
SECTION V  SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

5.1  The procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the item(s) will have been procured separately.

5.2  The tenderers may use additional paper as will be necessary to indicate the details of their costing.
### SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

<table>
<thead>
<tr>
<th>LOT NO.</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT COST (KSHS) (VAT/duty paid)</th>
<th>INSTALLATION PERIOD</th>
<th>INSTALLATION PRICE (IF APPLICABLE)</th>
<th>TOTAL COST (KSHS)</th>
<th>DELIVERY PERIOD</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, delivery, installation, testing and commissioning of Automatic Weather Stations for Isiolo, Tana River, Tharaka Nithi, Lamu, Kajiado, Siaya, Muguga, Kilifi, Kiambu- Mugua/Ruiru, Kinyaga, Muranga, Taita Taveta- Wundanyi</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Official:  
Name ___________________________ Signature ___________________________ Official Stamp/Seal ___________________________

Date ___________________________

*Note: In case of discrepancy between unit price and total, the unit price shall prevail.*
SECTION VII STANDARD FORMS

7.1 Form of Tender
This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form
This form must be completed by the tenderer and submitted with tender documents.

7.3 Tender Security Form
When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form
The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 Performance Security Form
The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.6 Bank Guarantee for Advance Payment.
When there is an agreement to have Advance payment, this form must be duly completed.

7.7 Manufacturer’s Authorization Form
When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.8 Letter of Notification of Award

7.9 Tender Securing Declaration Form
7.1 FORM OF TENDER

[signature]                  [in the capacity of]
Duly authorized to sign tender for an on behalf of ________________________________
### 7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

**Part 1 – General:**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
<td></td>
</tr>
<tr>
<td>Location of business premises</td>
<td></td>
</tr>
<tr>
<td>Plot No.</td>
<td></td>
</tr>
<tr>
<td>Street/Road</td>
<td></td>
</tr>
<tr>
<td>Postal Address</td>
<td></td>
</tr>
<tr>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Nature of Business</td>
<td></td>
</tr>
<tr>
<td>Registration Certificate No.</td>
<td></td>
</tr>
<tr>
<td>Maximum value of business</td>
<td></td>
</tr>
<tr>
<td>which you can handle at any</td>
<td></td>
</tr>
<tr>
<td>one time – Kshs.</td>
<td></td>
</tr>
<tr>
<td>Name of your bankers</td>
<td></td>
</tr>
<tr>
<td>Branch</td>
<td></td>
</tr>
</tbody>
</table>

**Part 2 (a) – Sole Proprietor**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full</td>
<td></td>
</tr>
<tr>
<td>Age</td>
<td></td>
</tr>
<tr>
<td>Nationality</td>
<td></td>
</tr>
<tr>
<td>Country of origin</td>
<td></td>
</tr>
<tr>
<td>Citizenship details</td>
<td></td>
</tr>
</tbody>
</table>

**Part 2 (b) Partnership**

Given details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>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>

**Part 2 (c) – Registered Company**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public</td>
<td></td>
</tr>
<tr>
<td>Nominal Kshs.</td>
<td></td>
</tr>
<tr>
<td>Issued Kshs.</td>
<td></td>
</tr>
<tr>
<td>Given details of all directors</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Nationality</td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>

Date .................................. Seal/Signature of Candidate
7.3 TENDER SECURITY FORM

Whereas .................................................. [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ........... [date of submission of tender] for the supply, installation and commissioning of ........................................ [name and/or description of the equipment] (hereinafter called “the Tender”) ........................................ KNOW ALL PEOPLE by these presents that WE ........................................ of ........................................ (hereinafter called “the Bank”), are bound unto ........................................ [name of Ministry of Environment, Kenya Meteorological Department] (hereinafter called “the procuring entity”) in the sum of ........................................ for which payment well and truly to be made to the said MINISTRY OF ENVIRONMENT, KENYA METEOROLOGICAL DEPARTMENT, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _________________ day of _______________ 20____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the procuring entity during the period of tender validity:

   (a) fails or refuses to execute the Contract Form, if required; or

   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

______________________________
[signature of the bank]
(Amend accordingly if provided by Insurance Company)
7.4 CONTRACT FORM

THIS AGREEMENT made the ______ day of ______ 20 ______ between ……………… [name of Procurement entity) of ………… [country of Procurement entity] (hereinafter called “the procuring entity) of the one part and ……………………… [name of tenderer] of ………… [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   (a) the Tender Form and the Price Schedule submitted by the tenderer
   (b) the Schedule of Requirements
   (c) the Technical Specifications
   (d) the General Conditions of Contract
   (e) the Special Conditions of contract; and
   (f) the procuring entity’s Notification of Award

3. In consideration of the payments to be made by the procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _______ the ________________ (for the procuring entity)

Signed, sealed, delivered by _______ the ________________ (for the tenderer in the presence of ____
7.5 PERFORMANCE SECURITY FORM

To ......................................................
[name of Ministry of Environment, Kenya Meteorological Department]

WHEREAS ........................................... [name of tenderer] (hereinafter called “the tenderer”) has
undertaken, in pursuance of Contract No. ______________________ [reference number of the
contract] dated ______________ 20 _________ to supply .......................................................... [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with
a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the
Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer,
up to a total of .................................... [amount of the guarantee in words and figure] and we undertake to
pay you, upon your first written demand declaring the tenderer to be in default under the Contract and
without cavil or argument, any sum or sums within the limits of ................................. [amount of
guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or
the sum specified therein.

This guarantee is valid until the ______ day of ______ 20 _________

Signed and seal of the Guarantors

______________________________________________
[name of bank or financial institution]

______________________________________________
[address]

______________________________________________
[date]

(Amend accordingly if provided by Insurance Company)
7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To ........................................

[Name of Ministry of Environment, Kenya Meteorological Department]

[Name of tender] ............... 

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ............................................. [Name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of ........ ................. [Amount of guarantee in figures and words].

We, the ........................................... [Bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ............... [Amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ........ [Date].

Yours truly,

Signature and seal of the Guarantors

...........................................

[Name of bank or financial institution]

...........................................

[Address]

...........................................

[Date]
7.7 MANUFACTURER'S AUTHORIZATION FORM

To [name of the procuring entity] ....................

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

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

______________________________________________
[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.
7.8 LETTER OF NOTIFICATION OF AWARD

Address of Ministry of Environment, Kenya
Meteorological Department

To: ______________________

_____________________

_____________________

RE: Tender No.________________________

Tender Name________________________

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

______________________________________________________________________________

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

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

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

(FULL PARTICULARS)______________________________________________________________

______________________________________________________________________________

SIGNED FOR ACCOUNTING OFFICER
7.9 TENDER SECURING DECLARATION FORM

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

Date: [insert date (as day, month and year) of Bid Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
   a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
   b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
      i. fail or refuse to execute the Contract, if required, or
      ii. fail or refuse to furnish the Performance Security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
   i. our receipt of a copy of your notification of the name of the successful Bidder; or
   ii. twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated on ..................day of .................., ................. [insert date of signing]