



## **MWEA RICE MILLS LIMITED**

### **TENDER DOCUMENT**

**TENDER NAME:** TENDER FOR PROPOSALS FOR THE DEVELOPMENT OF MWEA RICE MILLS LIMITED PARCEL OF LAND LOCATED AT WANG'URU TOWN ALONG THE EMBU-NAIROBI HIGHWAY, KIRINYAGA COUNTY

**TENDER NO.:** NIB/T/186/2018-2019

**PUBLICATION DATE OF INVITATION TO TENDER:** 21<sup>ST</sup> MAY 2019

**ISSUED ON:** 22<sup>ND</sup> MAY 2019

**SUBMISSION DEADLINE:** 14<sup>TH</sup> JUNE 2019 AT 12.00 NOON LOCAL TIME

**PROCURING ENTITY:**  
National Irrigation Board  
The Mwea Rice Mills Limited  
Unyunyizi House, Lenana Road, Hurlingham  
P.O. Box 30372-00100  
Nairobi, Kenya  
Tel: + 254-20-2711380/468  
Fax: +254-20-2722821/2711347/2723392  
E-mail: purchasing@nib.or.ke, enquiries@nib.or.ke

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wang'uru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019,

## TABLE OF CONTENTS

SECTION I - INVITATION TO TENDER .....	3
SECTION II - INSTRUCTION TO TENDERERS .....	5
SECTION III - GENERAL CONDITIONS OF CONTRACT .....	23
SECTION IV - SPECIAL CONDITIONS OF CONTRACT.....	29
SECTION V - SCHEDULE OF REQUIREMENTS .....	30
SECTION VI - PRICE SCHEDULES.....	33
SECTION VII - STANDARD FORMS .....	34

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## SECTION I - INVITATION TO TENDER



**MWEA  
RICE MILLS  
LIMITED**



MILLS  
P.O.BOX 80-10303  
WANG'URU  
TEL: 020 2326550/ 0203547339  
EMAIL: [mwearm@yahoo.com](mailto:mwearm@yahoo.com)  
FAX 020 2326171

### NATIONAL OPEN TENDER

The shareholders of Mwea Rice Mills Limited are desirous to get improved returns from the storage facilities and the parcel of land located in Wangu'ru town along the Embu-Nairobi Highway. Towards this end, they want to invite investors to give their investment options in order to earn maximum returns for the company. It now invites sealed proposals for the following assignments:

S. No.	Tender No.	Brief description	Tender Submission Deadline	Target Group
1.	NIB/T/185/2018-2019	Tender for letting of unutilized storage space at Mwea Rice Mills Limited Godowns in Wan'guru, Kirinyaga County	14 <sup>th</sup> June , 2019 at 12.00 noon local time	ALL
2.	NIB/T/186/2018-2019	Tender for proposals for the development of Mwea Rice Mills Limited parcel of land located at Wangu'ru town along the Embu-Nairobi highway, Kirinyaga County	14 <sup>th</sup> June , 2019 at 12.00 noon local time	ALL

Detailed tender document may be viewed and obtained by interested and eligible tenderers **free of charge** from the Board's website: <http://www.nib.or.ke/tenders> or GoK's *Public Procurement Information Portal*, <https://www.tenders.go.ke> from **24<sup>th</sup>**

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

**May 2019.** Tenderers who intend to submit their tenders **MUST** promptly submit their names and contact details to: [purchasing@nib.or.ke](mailto:purchasing@nib.or.ke) for communication of any clarification(s) and addendum (s) during the tendering process. A **mandatory** pre-tender briefing for the tenders will be held as indicated in the tender document and thereafter a **site visit** of the project site. The costs of attending shall be the tenderer's own responsibility.

All tenderers must submit their tender documents, **each clearly marked with tender no. and name as indicated above and serialized in the form of page X of Y** & must be delivered to the **Tender Box** at the address below on or before **tender submission deadline as indicated above.** Tenders will be opened physically in the presence of the tenderers' representatives who choose to attend in person in the Nile Basin Board Room, NIB (Board's) Compound, Lenana Road, Nairobi, Kenya at the address below immediately after the tender submission deadline.

The address referred to above is:

**Physical Address:**  
**National Irrigation Board (NIB)**  
**Unyunyizi House, First Floor, Room 309**  
**Lenana Road, Hurlingham**  
**Nairobi, Kenya**  
**Tel: +254-20-2711380/468**  
**Fax: +254-20-2722821/2711347**  
**E-mail: [enquiries@nib.or.ke](mailto:enquiries@nib.or.ke), [purchasing@nib.or.ke](mailto:purchasing@nib.or.ke)**

**THE MANAGING DIRECTOR**  
**MWEA RICE MILLS LIMITED**

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## SECTION II - INSTRUCTION TO TENDERERS

2.1.	Eligible Tenderers .....	6
2.2	Cost of Tendering.....	6
2.3	Contents of Tender Document .....	6
2.4	Clarification of Tender Documents.....	7
2.5	Amendment of Tender Documents .....	7
2.6	Language of Tenders.....	8
2.7.	Documents Comprising the Tender .....	8
2.8.	Form of Tender.....	8
2.9.	Tender Prices.....	8
2.10.	Tender Currencies.....	9
2.11.	Tenderers Eligibility and Qualifications.....	9
2.12.	Tender Security.....	9
2.13	Validity of Tenders.....	10
2.14.	Format and Signing of Tenders .....	10
2.15	Sealing and Marking of Tenders .....	11
2.16	Deadline for Submission of Tenders .....	11
2.17	Modification and Withdrawal of Tenders .....	11
2.18	Opening of Tenders .....	12
2.19	Clarification of Tenders.....	12
2.20	Preliminary Examination and Responsiveness.....	13
2.21.	Conversion to single currency .....	13
2.22.	Evaluation and Comparison of Tenders .....	14
2.23.	Contacting the Procuring entity .....	15
2.24	Post-qualification.....	15
2.25	Award Criteria .....	15
2.26	Procuring entity's Right to accept or Reject any or all Tenders.....	16
2.27	Notification of Award.....	16
2.28	Signing of Contract.....	16
2.29	Performance Security .....	17
2.30	Corrupt or Fraudulent Practices.....	17
	Appendix to Instructions to Tenderers.....	18

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## **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 provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (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 sub service providers) 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 services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 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
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Manufacture's Authorization Form
- (xii) Anti-Corruption Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2. 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.

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 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.

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.11.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8 Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019



2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

2.12.1 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.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 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 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

2.12.6 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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.29.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 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 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as specified in the Appendix. In the event of any discrepancy between them, the original shall govern.

2.14.2 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

2.14.3 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.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE 14<sup>TH</sup> JUNE 2019 AT 12.00 NOON LOCAL TIME.**

2.15.3 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”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later **14<sup>TH</sup> JUNE 2019 AT 12.00 NOON LOCAL TIME.**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd’s parcel of land located at Wangu’ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **ON 14<sup>TH</sup> JUNE 2019 AT 12.00 NOON LOCAL TIME** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 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.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 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.

2.20.2 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 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 nonconformity.

## **2.21. Conversion to single currency**

2.21.1 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.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## 2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24 Post-qualification**

2.24.1 The Procuring entity will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 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.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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. To qualify for contract awards, the tenderer shall have the following:-

- (b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

- (d) 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.
- (e) Shall not be debarred from participating in public procurement.

## **2.26 Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 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.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 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 subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **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.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019



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 contract will be definitive upon its signature by the two parties.

2.28.4 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 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 tender 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 not and will not be involved in corrupt or fraudulent practices.

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

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

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## Appendix to Instructions to Tenderers

The following information for the procurement of services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	<p><b>ELIGIBILITY REQUIREMENTS</b></p> <p>Prior to mandatory evaluation this invitation is open to tenderers registered/incorporated in Kenya, duly registered</p> <p>A tenderer <b>MUST</b> submit with his tender certified copy (by commissioner of oaths) his certificate of registration/incorporation in Kenya to demonstrate their eligibility pursuant to section 55 (1) (a) of the Public Procurement and Asset Disposal Act, 2015(Act)</p> <p>Valid registration with Institution of Surveyors of Kenya (ISK) and annual practicing License for the year 2017 as Estate Agent Pursuant To Section 55 (1) (C) of the Act.</p>
2.1.3	<p>Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and sub service providers) 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 services under this Invitation for tenders.</p>
2.2.1	<p>The Tenderer shall bear all costs associated with the, site visit, 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.</p> <p><b>The Pre-tender briefing and site visit will be on 27<sup>TH</sup> MAY 2019 at 10. 00 a.m. at at MRM Offices in Wang'u town, Mwea.</b></p>
2.2.2	<p><b>FREE OF CHARGE</b></p>
2.2.3	<p>The Tenderer can view the tender documents at the Board's website: <a href="http://www.nib.or.ke/tenders">http://www.nib.or.ke/tenders</a> or GoK's e-procurement portal, <a href="http://www.supplier.treasury.go.ke">http://www.supplier.treasury.go.ke</a> from <b>24<sup>TH</sup> MAY 2019</b>.</p>
2.4.1	<p>Clarification from tenderers must be received by Procuring Entity in writing, email not</p>

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

	<p>later than three (4) days prior to the deadline for submission of tenders.</p> <p>All clarifications shall be sought in writing and either hand delivered or e-mailed to the Procuring Entity using the address indicated in the invitation to tender.</p> <p>Written copies of the responses to clarifications and addendum (addenda) shall be sent to all the tenderers who have obtained Tender Document from the Procuring Entity's</p> <p>All clarifications shall be sought in writing and either hand delivered or e-mailed to the Procuring Entity using the address indicated in the invitation to tender.</p> <p>Written copies of the responses to clarifications and addendum (addenda) shall be sent to all the tenderers who have obtained Tender Document from the Procuring Entity using the e-mail addresses they have submitted as instructed in the invitation to tender</p>
2.4.2	All tenderers shall be notified of all amendments using the e-mail addresses they have provided. To this end, the tenderers MUST provide functional and reliable e-mail addresses as the procuring entity will not be liable for any loss resulting from non-compliance to this requirement.
2.5.1	All Addendum shall be notified by e-mail using the e-mail addresses provided by the participating tenderers as instructed in the invitation to tender and uploaded at the Board's website: <a href="http://www.nib.or.ke/tenders">http://www.nib.or.ke/tenders</a>
2.5.2	All prospective tenderers who have acquired the tender documents and submitted their contact details as instructed will be notified of the amendment by email and such amendment will be binding on them
2.6.1	Any tender that is written in a language other than English shall be declared non-responsive and rejected.
2.7.1	e) Any other documents as instructed in the tender document
2.9.1	Tenders with Tender Form and Price Schedule not completed as prescribed shall be shall be declared by Procuring Entity as non-responsive and rejected.
2.9.2	The tenderer's tender prices MUST follow standard prices schedules provided in section VI of the tender document. Tenderer's whose tenders do not comply fully with this requirements shall be declared by the procuring entity as non-responsive and rejected.
2.9.3	The quoted prices shall include all the costs and the fee the firm intends to charge for assignment. This fee must be stated as a <b>percentage</b> of the proposed <b>net income</b> and <b>all applicable taxes. All applicable taxes shall be deemed to have been included in the quoted prices whether indicated so by the Tenderer or not.</b>
2.10.1	Prices shall be in Kenya Shillings and any tender whose price is quoted in any other currency shall be rejected by Procuring Entity as non-responsive.
2.11& 2.22	The tenderer shall furnish the following qualification information:

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

<b>QUALIFICATION REQUIREMENTS/TECHNICAL EVALUATION</b>		
<p><b>Prior to financial evaluation, the tenderers shall be subjected to qualification requirement/technical evaluation using the below listed criteria. The evaluation shall be on PASS/FAIL criteria and a tenderer must pass all below stated qualification requirement/technical evaluation in order to proceed to the next stage of technical evaluation. Any FAIL in any criteria shall result in overall FAIL:</b></p>		
	<b>Evaluation Criteria</b>	<b>Remarks</b>
a)	Specific experience of the bidder related to the assignment (Utilization of the property which shall maximize income to the client)	Mandatory
b)	Adequacy of the proposed methodology and programme of entire assignment in the form of bar chart(s) in responding to the detailed schedule of requirements indicating how the PMF will go about each. The activities must be arranged in logical sequence to result in the desired outputs	Mandatory
c)	Fully Meeting the schedule of requirements stipulated in section V of their tender document	Mandatory
2.12.1	The tender security shall NOT BE APPLICABLE. Tenderers shall complete and sign tender securing declaration form.	
2.12.2	The tender security shall NOT BE APPLICABLE. Tenderers shall complete and sign tender securing declaration form.	
2.12.4	The tender security shall NOT BE APPLICABLE. Tenderers shall complete and sign tender securing declaration form.	
2.13.1	Tenders shall be valid for 120 calendar days from date of tender opening.	
2.14.1	One ORIGINAL Tender and ONE COPY of tender	
2.14.3	Tender with interlineations, erasures, or overwriting in which such corrections have not be initialed by the person or persons signing the tender shall be rejected by Procuring Entity as non-responsive.	
2.16.3	<p><b>BULKY TENDERS WILL BE DELIVERED AT:</b>  Procurement &amp; Supplies Unit  National Irrigation Board (NIB)  Unyunyizi House, Basement, Room 109</p> <p><b>AND BIDDER'S DELIVERY BOOK MUST BE SIGNED BY STAFF RECEIVING THE TENDER</b></p>	
2.18.1	ADDRESS:	

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

	<p>General Manager National Irrigation Board (NIB) Unyunyizi House Lenana Road, Hurlingham Nairobi, Kenya Tel.: +254-20-2711380/468 Fax: +254-20-2722821/2711347/2723392 E-mail: enquiries@nib.or.ke, purchasing@nib.or.ke DATE: 14<sup>TH</sup> JUNE 2019 TIME: 1200 HOURS LOCAL TIME</p>
2.18.2	Tenders with outer envelopes not sealed and marked as required by paragraph 2.15.2 shall not be opened by the Procuring Entity.
2.20	<p>a) MANDATORY PRELIMINARY REQUIREMENTS</p> <p><b>Prior to technical evaluation, the tenderers shall be subjected to mandatory preliminary evaluation using the below listed criteria. The evaluation shall be on PASS/FAIL criteria and a tenderer must pass all below stated mandatory preliminary requirements in order to proceed to the next stage of technical evaluation. Any FAIL in any criteria shall result in overall FAIL:</b></p> <p>(i) SIGNED DECLARATION THAT THE TENDERER IS NOT INSOVENT, IN RECEIVERSHIP, BANKRUPT OR IN THE PROCESS OF BEING WOUND UP PURSUANT TO SECTION 55 (1) (b) OF THE ACT</p> <p>(ii) SIGNED DECLARATION THAT THE PERSON/TENDERER IS NOT PRECLUDED FROM ENTERING INTO A CONTRACT WITH THE PROCURING ENTITY PURSUANT TO SECTION 55 (1) (d) OF THE ACT</p> <p>(iii) SIGNED DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015 PURSUANT TO SECTION 55 (1) (e) OF THE ACT</p> <p>(iv) CERTIFIED VALID TAX COMPLIANCE CERTIFICATE FROM KENYA REVENUE AUTHORITY (KRA) PURSUANT TO SECTION 55 (1) (f) OF THE ACT.</p> <p>(v) THE TENDER HAS BEEN SUBMITTED IN THE REQUIRED FORMAT AND SERIALIZED PURSUANT TO SECTION 74(1) (i) OF THE ACT. TO THIS END, ALL PAGES INCLUDING THE ATTACHMENTS IN THE SUBMITTED TENDERS MUST BE SERIALIZED BY THE TENDERER</p>

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

	<p>FOR EACH TENDER SUBMITTED IN THE FORMAT, PAGE X OF Y. THE TENDERERS MUST INSERT THEIR OWN SERIAL NUMBERS EVEN IN CASES WHERE THEY SUBMIT PART OR WHOLE OF RFP DOCUMENT ALREADY SERIALIZED BY THE PROCURING ENTITY.</p> <p>(vi) THE TENDER HAS BEEN DULY SIGNED BY THE PERSON LAWFULLY AUTHORISED TO DO SO THROUGH THE POWER OF ATTORNEY , PURSUANT TO APPENDIX TO ITT 2.14.2</p> <p>(vii) COMPLETED AND SIGNED FORM OF TENDER AND PRICE SCHEDULE AS SPECIFIED IN THE TENDER DOCUMENT, ITT 2.8 and 2.9.1</p>
2.21.1	The conversion to single currency shall not apply as all tenders will be priced in Kenya shillings and payments due under the contract shall also be paid in Kenya Shillings.
2.22.1	<p><b>FINANCIAL EVALUATION</b></p> <p>The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive and passed the qualification requirements/technical evaluation on the <b>based on the quoted percentage of proposed net income.</b></p>
2.22.3 (b)	<p>Deviation in payment schedule shall not be applicable.</p> <p>The successful tenderer shall be paid the amount due to him within 30 days on submission of invoice on account of the actual total value of the services and any other works executed within each month.</p>
2.25.1	The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender <b>based on the quoted percentage of proposed net income</b> , provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
2.28.2	Signing of contract by parties shall take place after lapse of 14 days from date of notification of contract award
2.29.1	The Performance security shall NOT BE APPLICABLE

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

3.1.	Definitions .....	24
3.2.	Application .....	24
3.3.	Standards .....	24
3.4.	Use of Contract Documents and Information .....	25
3.5.	Patent Rights .....	25
3.6.	Performance Security .....	25
3.7.	Delivery of services and Documents.....	26
3.8.	Payment.....	26
3.9.	Prices .....	26
3.10.	Assignment .....	26
3.11.	Termination for Default.....	27
3.12.	Termination for Insolvency .....	27
3.13.	Termination for Convenience .....	27
3.14.	Resolution of Disputes.....	28
3.15.	Governing Language .....	28
3.16.	Applicable Law.....	28
3.17.	Force Majeure.....	28
3.18.	Notices .....	28

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

### **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 Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Service provider” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd’s parcel of land located at Wangu’ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019



### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Service provider shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, 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 service provider in the performance of the Contract.
- 3.4.2 The Service provider shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

- 3.5.1 The Service provider shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

- 3.6.1 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 SCC
- 3.6.2 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.
- 3.6.3 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) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

3.6.4 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 Service provider's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Service provider in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

### **3.8. Payment**

3.8.1 The method and conditions of payment to be made to the service provider under this Contract shall be specified in SCC.

3.8.2 Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the service provider.

### **3.9. Prices**

3.9.1 Prices charges by the service provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

### **3.10. Assignment**

3.10.1 The Service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

### **3.11. Termination for Default**

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider terminate this Contract in whole or in part:

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

3.11.2 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, services similar to those un-delivered and the Service provider shall be liable to the Procuring entity for any excess costs for such similar services. However the service provider shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity by written notice sent to the service provider may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the service provider of the contract is terminated and the date on which such termination becomes effective.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the service provider an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the service provider shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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.

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance security SHALL NOT BE APPLICABLE
3.7 Delivery of Services	Services to be offered as described in the schedule in the schedule of requirements.
3.8 Payment	<p>The successful tenderer shall be paid the amount due to him on account of the services provided and any other works executed within each month. The rates quoted shall be used in computation of the amount due.</p> <p><b>Other payments terms and conditions that may be proposed by tenderers shall not be accepted.</b></p>
3.9 Price adjustment	Not Applicable unless occasioned by changes in the Laws of Kenya
3.16 Language and Law	Laws of Republic of Kenya.
3.18 Notices	<p>EMPLOYER:</p> <p>MANAGING DIRECTOR MWEA RICE MILLS LTD LENANA ROAD UNYUNYIZI HOUSE P.O.BOX 30372-00100 NAIROBI TEL: 254-20-2711380/468 FAX: 254-20-2722821/2711347 E-MAIL : nib@nib.or.ke</p> <p>TENDERER:</p>

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **5 Introduction**

#### **5.1 The Company's parcel of land located in wangu'ru town along the Embu-Nairobi highway, Kirinyaga County.**

The total size of the land is approximately 4.5 acres. The main structure on this parcel of land is the company's retail outlet occupying an eighth of an acre in one corner, the rest of the land is currently occupied by Eucalyptus trees which are mature and ready for harvesting. The shareholders of Mwea Rice Mills Limited are desirous that they get improved returns from this prime property that is ideal for development. Towards this end, they want to invite potential investors to prepare a proposal that will give the highest returns. The envisaged investor (s) is required to, having assessed the property and its current utilization; draw an investment business proposal that will maximize value including financial returns to the client.

#### **5.4 Detailed Scope and Terms of Reference**

The scope of the Assignment shall include,

1. The Review of the current state and use of the property
2. Valuation of the property to establish its present day value in the market.
3. Development of a business plan that will among others include;

##### **i. Executive summary**

The executive summary of your business plan introduces your company, explains what you do, and lays out what you propose to do, the costs and the projected benefits and returns. This is a summarized overview of the proposed business development plan. It should be clear and concise as possible.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

**ii. Firms/Company Profile**

This chapter should describe the company's profile; provide a quick overview of your legal structure, location, and history if you are already up and running. It should highlight your current key capacities and competences. Current organization structure and staffing compliment etc . It should also give your experience as to where else you have or are undertaking business development.

**iii. Opportunity – Focal area of the proposed Business**

What are you actually intending to do on the property that will transform it into your business venture. ? Who is your target market and your current or potential competitor? How do you intend to position yourself in the Market place to ensure success in terms of profitability and sustainability? What value in monetary terms do you propose to deliver to the MRM Company limited.

**iv. Execution model or plan**

What are the actions the firm is going to take to establish the business? This section will cover your development plan write from conceptualization, detailed development plan if any, execution plan and finally detailed business operation. It should cover your proposed work plan, execution time frame, estimated resource requirement, marketing and sales plan, operations, and your milestones and metrics for success.

**v. Financial plan**

This section should provide the financial forecast. The estimated financial requirements, the proposed source of finances, the projected financial returns on the business. The projected returns to the MRM limited.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## **5.5 Time Schedules**

The investment proposal tender assignment is proposed to be delivered within 21 days with effect from the date of announcement and invitation to tender.

## **5.6 Reporting**

The Potential investor will prepare and submit a comprehensive investment proposal tender for the MRM parcel of land. The Client may call upon the tenderer to come do a presentation to further substantiate and expound on the proposal to improve and deepen the Client's understanding and grasp of the proposal

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019



**SECTION VI - PRICE SCHEDULE FOR SERVICES**

ITEM NO.	Particulars Of Tender Being Offered	estimated financial requirements	Projected Financial Returns
1.	Development of Mwea Rice Mills Ltd's parcel of land		

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_

Tender's Signature \_\_\_\_\_ Official Stamp \_\_\_\_\_

Date \_\_\_\_\_

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender.
4. **Tender Securing Declaration Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
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 form provided herein or in another form acceptable to the procuring entity.
6. **Manufacturers Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
7. **Anti-Corruption Declaration Form**- This form must be completed by the tenderer and submitted with the tender.

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

**7.1 FORM OF TENDER (MUST BE FULLY COMPLETED AND SIGNED BY THE TENDERER ON THEIR LETTER HEAD)**

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name and address of procuring entity \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Services under this tender in conformity with the said Tender document for the sum \_\_\_\_\_ of

.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Services in accordance with the conditions of the tender.

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

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd's parcel of land located at Wangu'ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

## 7.2 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 the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
  - (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 GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 \_\_\_\_\_  
\_\_\_\_\_

**Tender Document:** Tender for proposals for the development of Mwea Rice Mills Ltd’s parcel of land located at Wangu’ru Town along the Embu-Nairobi Highway, Kirinyaga County, NIB/T/186/2018-2019

**7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part \_\_\_\_\_ General: Business Name

.....  
Location of business premises

Plot.No.....Street/Road

.....  
Postal Address ..... Tel. No. ....Fax ..... Email .....

Nature of business .....

Registration Certificate No. ....

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

Name of your bankers..... Branch .....

**Part 2(a) – Sole Proprietor:**

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

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

Citizenship details.....

**Part 2(b) – Partnership**

Give details of partners as follows

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

**Part 2(c) – Registered Company:**

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date.....Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

## 7.4 TENDER-SECURING DECLARATION FORM

*[The Bidder shall 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]*

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 Borrower for the period of time of *five (5) years* starting in *2018* 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 ITB.
3. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (i) our receipt of your notification to us 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]*

**7.5 PERFORMANCE SECURITY FORM**

To: .....  
[Name of procuring entity]

WHEREAS ..... [name of tenderer]  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
[reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply  
.....  
[description of services] (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 a 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 figures], 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 of money within the limits of .....  
[Amount of guarantee] as aforesaid, without your 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 \_\_\_\_

**Signature and seal of the Guarantors**

\_\_\_\_\_  
[Name of bank of financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]



**7.6 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.

**7.7. ANTI CORRUPTION DECLARATION FORM**

I/We (Name of the firm) declare that I/We recognize that Public Procurement and Disposal is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....declare that I/We.....will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed by Name: .....

Title/Designation:.....

Date: .....

**7.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER