



MWALA TECHNICAL AND VOCATIONAL COLLEGE

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RESTRICTED TENDER

FOR

SUPPLY INSTALLATION, TESTING

AND COMMISSIONING OF A 25kWp

HYBRID SOLAR PHOTOVOLTAIC

SYSTEM

AT

MWALA TECHNICAL AND VOCATIONAL COLLEGE

TENDER NO. MTVC/001/2025/2026

CLOSING DATE:

MONDAY 5TH JANUARY, 2026 AT 2:00PM

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SECTION I

INVITATION FOR TENDERS

Date: Tuesday, 23RD December, 2025

TENDER REFERENCE: MTVC/001/2025/2026

TENDER NAME:

- 1.1 Mwala Technical and Vocational College (MTVC) invites **restricted tenders** from eligible bidders for the Supply, installation, testing and commissioning of 25kWp Hybrid Solar photovoltaic system
- 1.2 Interested eligible bidders may obtain further information from and inspect the tender documents at **Procurement Office, Mwala Technical and Vocational College** during official working hours between **8.00am and 5.00pm** Monday to Friday.
- 1.3 The tender documents may be downloaded free of charge from Mwala Technical and Vocational College www.mwalatvc.ac.ke Bidders who pick the tender documents from the Procurement Office are required to pay a non-refundable fee of **Kshs. 1,000** (Kenya Shillings One Thousand only) in cash at Mwala technical and Vocational College finance Office. Bidders who have paid are required to obtain an official receipt from finance office at Mwala Technical and Vocational College. Those who download the Tender document should send an email giving the details of their firm, contact person, telephone numbers and email addresses to procurement@mwalatvc.ac.ke
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for one hundred and twenty **(120) days** from the closing date of the tender.
- 1.5 Completed tender documents **(Original and Copy)** are to be enclosed in plain sealed envelopes, marked with the **tender number** and **name** and be deposited in the Tender Box located at the Administration Block or be addressed to:

The Principal,

Mwala Technical and Vocational College,

P.O. Box 07-90102,

Mwala-Machakos.

so as to be received on or before **Monday, 5th January, 2026 at 2.00 Pm.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the bidders' representatives who choose to attend at the College Computer Lab.
- 1.7 Late Tender Documents shall be rejected and returned unopened.

SECTION II: GENERAL INFORMATION INTRODUCTION

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all restricted tenderers eligible as described in the tender documents. Successful tenderers shall complete the works by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Mwala Technical and Vocational College to provide consulting services for the preparation of the specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

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

3. Cost of Tendering

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

The Tender Document

4. Contents

- 4.1 The tender document comprises the documents listed below and **addenda** issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) General information
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Technical Specifications
- (vii) Form of Tender
- (viii) Price Schedules
- (ix) Contract Form
- (x) Confidential Business Questionnaire
- (xi) Tender Security Form
- (xii) Performance Security Form
- (xiii) Statutory/Self Declaration Forms
- (xiv) Letter of notification of award

- 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.
- 4.3 **Site Visit:** Bidders may, at their own discretion, visit the site to familiarize themselves with the location, existing conditions, access, and any other factors that may influence their decision to submit a bid or the preparation of their quotation. The site visit is **not mandatory**, and failure to visit the site shall **not be a ground for disqualification**.
- 4.4 Bidders are advised to rely on the information provided in the tender documents when preparing their bids. No claims based on assumptions, misunderstandings, or information obtained outside the tender documents shall be entertained after submission of the tender.

5. Clarification of Documents

A prospective tenderer requiring any clarification of the tender document may notify Mwala Technical and Vocational College in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. Mwala Technical and Vocational College will respond in writing to any request for clarification of the tender documents, which it receives no later than **seven (7)** days prior to the deadline for the submission of tenders, prescribed by Mwala Technical and Vocational College. Written copies of Mwala Technical and Vocational College response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective that have received the tender document.

6. Amendment of Documents

6.1 At any time prior to the deadline for submission of tenders, Mwala Technical and Vocational College, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

6.2 All prospective candidates that have received the tender documents will be notified of the

amendment in writing through email or by cable, and will be binding on them.

- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Mwala Technical and Vocational College, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Mwala Technical and Vocational College, 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.

8. Documents Comprising the Tender

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 paragraphs 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with paragraph 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 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 14

9. Tender Form

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

10. Tender Prices

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

10.2 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies:

- (a) For goods that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For goods that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12. Tenderers, Eligibility and Qualifications

12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted. To be eligible to tender, Firms shall furnish the following documents as part of their qualifications to perform the Contract, if their tender is accepted:

- Certificate of Incorporation
- Valid Tax Compliance Certificate
- Valid business permit

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Mwala Technical and Vocational College satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Mwala Technical and Vocational College satisfaction:

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

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

Goods' Eligibility and Conformity to Tender Document

- 12.4 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 12.5 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.6 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three (3) years, following commencement of the use of the goods by Mwala Technical and Vocational College; and
 - (c) a clause-by-clause commentary on Mwala Technical and Vocational College Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.7 For purposes of the commentary to be furnished pursuant to paragraph 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 Mwala Technical and Vocational College 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 Mwala Technical and Vocational College satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Tender Security

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

- 14.2 The tender security shall not exceed 1 per cent of the tender price.
- 14.3 The tender security is required to protect Mwala Technical and Vocational against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7
- 14.4 **The tender security** shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
 - c) Letter of credit.
- 14.5 Any tender not secured in accordance with paragraph 14.1 and 14.3 shall be rejected by Mwala Technical and Vocational College as non-responsive, pursuant to paragraph 22.5
- 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.
- 14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 31.1, and furnishing the performance security, pursuant to paragraph 31.2

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 31.1 or
 - (ii) to furnish performance security in accordance with paragraph 31.2
- (c) If the tenderer reject correction of an arithmetic error in the tender.

15. Validity of Tenders

- 15.1 Tenders shall remain valid for **120** days or as specified in the tender documents after date of tender opening prescribed by Mwala Technical and Vocational College, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by Mwala Technical and Vocational College as non-responsive.
- 15.2 In exceptional circumstances, Mwala Technical and Vocational College 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 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.

16. Format and Signing of Tender

- 16.1 The Tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL**" and "**COPY**," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 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.

Submission of Tenders

17. Sealing and Marking of Tenders

- 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. The inner and the outer envelopes shall:
 - (a) be addressed to Mwala Technical and Vocational College at the address given in the invitation to tender;
 - (b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE MONDAY, 5th January 2026 at 2.00 P.m.**"
- 17.2 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". —
- 17.3 If the outer envelope is not sealed and marked as required by paragraph 17.2, Mwala Technical and Vocational College will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders

- 18.1 Tenders must be received by Mwala Technical and Vocational College at the address specified under paragraph 17.2 "**NOT LATER THAN Monday, 5th January 2026 at 2.00 p.m.**"

18.2 Mwala Technical and Vocational College may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Mwala Technical and Vocational College and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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 Mwala Technical and Vocational College prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1 Mwala Technical and Vocational College will open all tenders in the presence of tenderers' representatives who choose to attend immediately after the tender closes at the time defined in section 18.1. Tenders will be opened at the location specified in the invitation for tenders.

20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Mwala Technical and Vocational College, at its discretion, may consider appropriate, will be announced at the opening.

20.3 Mwala Technical and Vocational College will prepare minutes of the tender opening.

2.1. Clarification of Tenders

- 21.1 To assist in the examination, evaluation and comparison of tenders Mwala Technical and Vocational College 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.
- 21.2 Any effort by the tenderer to influence Mwala Technical and Vocational College in Mwala Technical and Vocational College tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

22. Preliminary Examination

- 22.1 Mwala Technical and Vocational College 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.
- 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.
- 22.3 Mwala Technical and Vocational College 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.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, Mwala Technical and Vocational College 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. Mwala Technical and Vocational College determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by Mwala Technical and Vocational College and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Evaluation and Comparison of Tenders

- 23.1 Mwala Technical and Vocational College will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.

- 23.2 Bids will first be evaluated on their responsiveness to the general requirements and on specific technical requirements. Bids which fail in any critical items will be technically disqualified.

23.4 Evaluation Criteria

Mwala Technical and Vocational College will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.

24 Contacting Mwala Technical and Vocational College

- 24.1 Subject to paragraph 2.1, no tenderer shall contact Mwala Technical and Vocational College on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2 Any effort by a tenderer to influence Mwala Technical and Vocational College in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Award of Contract

25. Post-qualification

- 25.1 In the absence of pre-qualification, Mwala Technical and Vocational College 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.
- 25.2 The determination will take into account the tenderer's 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 12.3, as well as such other information as Mwala Technical and Vocational College deems necessary and appropriate.
- 25.3 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 even Mwala Technical and Vocational College will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to paragraph 10, 23 and 28 Mwala Technical and Vocational College 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.

27 Mwala Technical and Vocational College Right to Accept or Reject Any or All Tenders

- 27.1 Mwala Technical and Vocational College 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 Mwala Technical and Vocational College action.

28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity, Mwala Technical and Vocational College will notify the successful tenderer in writing that its tender has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Tenderers furnishing of the performance security pursuant to paragraph 31, Mwala Technical and Vocational College will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

- 30.1 At the same time as Mwala Technical and Vocational College notifies the successful tenderer that its tender has been accepted, Mwala Technical and Vocational College will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Mwala Technical and Vocational College.
- 30.3 The contract will be definitive upon its signature by the two parties.
- 30.4 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.

31. Performance Security

- 31.1 Within thirty (30) days of the receipt of notification of award from Mwala Technical and Vocational College, 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 Mwala Technical and Vocational College. The performance Bond will be 5% of the tender sum.
- 31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Mwala Technical and Vocational College may make the award to the next lowest evaluated Candidate or call for new tenders.

32. Corrupt Fraudulent Practices

- 32.1 Mwala Technical and Vocational College requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, Mwala Technical and Vocational College: -
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Mwala Technical and Vocational College, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Mwala Technical and Vocational College of the benefits of free and open competition;
 - (b) 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;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1: Eligible Tenderers	Restricted Tender
2.12	<i>Tender security:</i> VALID FOR 120 DAYS FROM DATE OF TENDER OPENING
2.16.3	<i>Bulky Tenders: SHALL BE RECEIVED IN THE PROCUREMENT OFFICE</i>
2.16.4: Format and Signing of Tender	All required documents must be arranged chronologically as listed in the evaluation criteria, clearly marked and attached in the tender document
2.18.1: Closing Date	Monday, 5th January, 2025 at 2.00 p.m.
2.24: Evaluation and Comparison of tenders	As attached.

EVALUATION CRITERIA

Stage 1: Mandatory Documents

These are mandatory requirements and bidders are expected **to attach all the documents** in order to proceed to the next stage of evaluation. This stage shall be evaluated on a **YES/NO** basis.

S/No.	Particulars	YES/No
1.	Form of Tender (duly filled, signed and stamped by the tenderer)	
2.	Valid and up to date Tax Compliance Certificate (TCC)	
3.	A bid bond valid for 120 days from the date of tender opening	
4.	A copy of Current Trading License/Business Permit	
5.	Copy of Certificate of registration/Incorporation and/or change of name	
6.	Business Questionnaire Form (duly filled, signed and stamped)	
7.	Valid T3 EPRA license	
8.	Tender document MUST be sequentially serialized (paginated) on every page. No loose documents will be accepted	
9.	Copy of audited accounts for the last two years (2023 & 2024)	

N/B:

- Bidders must meet all the **mandatory requirements** to qualify for technical and financial evaluation.

Stage 2: Technical Evaluation

SNO	EVALUATION ATTRIBUTES	SCORES	MAX SCORES
1.	Evidence of physical address	Title deed/lease agreement - 4 mks Utility bills – 1 mk	5
2.	Number of years in the business.	Above 5 years - 10mks 2 – 5 years – 5mks Below 2 years – 2mks	10
3.	Attach three letters of recommendation from referees of whom must be customers within 2022/2023, 2023/2024 or 2024/2025 financial years	Each letter - 5mks	15

4.	Project delivery schedule Project delivery schedule and implementation plan	Project delivery schedule - 5mks Implementation plan – 5mks	10
4.	Provide CV's of staff (attach copies of certificates).	Masters- 10 mks Degree- 5 mks Diploma- 2 mks Certificate- 1 mk	10
5.	Provide average annual turnover of at least Kshs 1,000,000.00 (as evidenced in the audited accounts)	Above 2 million - 15mks 1 million – 2 million - 10mks Below 1 million – 5mks	15
6.	Declaration of Litigation history	Declared litigation history – 5mks. Not declared litigation history – 0mks	5
	TOTAL MARKS		70

NOTE: To qualify to financial evaluation stage bidders are expected to score at least **50 marks** out of maximum possible **70 marks** at the technical evaluation stage.

STAGE 3: FINANCIAL EVALUATION

NOTE: Evaluation using the following formula: Price quoted shall contribute to 30 marks of the total score and this shall be evaluated relatively on the basis of lowest quoted price using the formula

$$P_c = PL / P \times 30$$

Where; P_c is the allocated score,

PL is the lowest quoted price of bids passing the technical evaluation and P is the bidder's price under consideration.

The total score is the sum of the technical evaluation score plus the financial evaluation score. The successful bidder shall be awarded the contract on the basis of combined score and in consideration of due diligence report: Technical and Financial.

STAGE 4: DUE DILIGENCE

Due diligence may be carried out to the successful bidder as ranked in the financial stage (Highest combined technical and financial score).

AWARD OF CONTRACT

The bidder with the highest combined Technical and Financial scores shall be awarded the tender upon confirmation of the documented evidences submitted.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) "The Contract" means the agreement entered into between Mwala Technical and Vocational College 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 Mwala Technical and Vocational College under the Contract.
- (d) "Mwala Technical and Vocational College" means the organization purchasing the Goods under this Contract.
- (e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by Mwala Technical and Vocational College for the procurement of goods/works.

3. Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without Mwala Technical and Vocational College 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 Mwala Technical and Vocational

College

in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 5.2 The tenderer shall not, without Mwala Technical and Vocational College prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of Mwala Technical and Vocational College and shall be returned (all copies) to Mwala Technical and Vocational College on completion of the Tenderer's performance under the Contract if so required by Mwala Technical and Vocational College.

6. Patent Rights

- 6.1 The tenderer shall indemnify Mwala Technical and Vocational College 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 Mwala Technical and Vocational College country.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Mwala Technical and Vocational College the performance security in **the amount** specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to Mwala Technical and Vocational College as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Mwala Technical and Vocational College and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Mwala Technical and Vocational College, in the form provided in the tender documents.
- 7.4 The performance security will be discharged by Mwala Technical and Vocational College 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.

8. Inspection and Tests

- 8.1 Mwala Technical and Vocational College or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.
Mwala Technical and Vocational College

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

- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to Mwala Technical and Vocational College.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, Mwala Technical and Vocational College may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to Mwala Technical and Vocational College.
- 8.4 Mwala Technical and Vocational College right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by Mwala Technical and Vocational College or its representative prior to the Goods' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

- 8.2 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 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.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

11. Insurance

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

12. Payment

- 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.

12.2 Payments shall be made promptly by Mwala Technical and Vocational College as specified in the contract.

13. Prices

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

14. Assignment

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Mwala Technical and Vocational College prior written consent.

15. Subcontracts

15.1 The tenderer shall notify Mwala Technical and Vocational College 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.

16. Termination for Default

16.1 Mwala Technical and Vocational College 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 Goods within the period(s) specified in the Contract, or within any extension thereof granted by Mwala Technical and Vocational College.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of Mwala Technical and Vocational College has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event Mwala Technical and Vocational College terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the tenderer shall be liable to Mwala Technical and Vocational College for any excess costs for such similar Goods.

17. Liquidated Damages

- 17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, Mwala Technical and Vocational College 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 goods up to a maximum deduction of 5% of the delayed goods. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes

- 18.1 Mwala Technical and Vocational College 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.
- 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 adjudication in an agreed national or international forum, and/or international arbitration.

19. Language and Law

- 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 stated.

20. Force Majeure

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Contract and Interpretation

1. Definitions

The Purchaser is: Mwala Technical and Vocational College

The Purchaser's Country is: Republic of Kenya

The Project Site (s) is: **Mwala Technical and Vocational College,**

The Contract shall continue in force until the supply, installation, testing and commissioning of a 25kWp hybrid solar photovoltaic system Contract.

2. Interpretation

The language of the Contract, all correspondence and communications to be given and all other documentation to be prepared and supplied under the Contract not otherwise specified in the Technical Requirements shall be: English

3. Notices

Notices shall be addressed to: **The Principal, Mwala Technical and Vocational College,**

Notices shall be delivered to the above named person at: **The Principal, Mwala Technical and Vocational College
P.O. Box 07-90102, Mwala-Machakos.**

4. Governing Law

The Contract shall be interpreted in accordance with the laws of: Republic of Kenya.

5. Scope of the Project

The scope of the project shall be as described in the Technical Specifications

6. Time for Commencement and Operational Acceptance

The Supplier shall commence work on the solar installation from the Effective Date of the Contract signing.

Payment

7. Terms of Payment

Subject to the provisions of GCC Clause G12 (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier in the manner specified below. Except as otherwise noted, all payments shall be made for the portion of the Contract Price corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.

For Goods and Services supplied locally, the Purchaser will pay the Supplier in *Kenyan Shillings*

The Supplier will invoice the Purchaser in the currency used in the Contract Agreement and the Price Schedules it refers to, for Goods and Services supplied locally, and the conversion between this currency and Kenyan Shillings for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in Central Bank of Kenya.

Payment for Goods supplied from outside the Purchaser's Country shall be in the form of: ***There is no special payment method for Goods supplied from outside the Purchaser's Country.***

SECTION V: PRICE SCHEDULE

TENDER NAME: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A 25kWp HYBRID SOLAR PHOTOVOLTAIC SYSTEM

TENDER NO. MTVC/001/2025/2026

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Solar PV module Monocrystalline modules bi-facial total 25kWp				
B	Inverter 30Kw)15Kwx2 Three-phase hybrid inverter, low-voltage				
C	Battery (5.12kwh lithium-Ion batteries)				
D	Accessories Complete DC&AC installation cables, accessories, including earthing and lightning protection. Mounting structure and battery racks Complete solar and battery mounting structures with all accessories				

	Switch gear				
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MCBs,DC&AC breakers, Automatic changeover and digital AVS,Surge protection device ,battery fuse

	GRAND TOTAL (KSHS)				

NB: The bidder should indicate the period within which he/she can deliver the goods/works/services **Total**

Amount in words: _____

Bidders Delivery time _____ weeks from the contract date.

Signature of tenderer _____

Official stamp _____

Date: _____

SECTION VI – STANDARD FORMS

FORM OF TENDER

TO: The Principal,

Date _____

Mwala Technical and Vocational College

Tender No: MTVC/001/2025/2026

P.O Box 07-**90102**
MWALA-MACHAKOS

Gentlemen and/or Ladies

1. Having examined the tender documents including Addenda No.....(Insert number). The receipt of which is hereby duly acknowledged, we the undersigned, offer to supply, install, test and commission of a 25kWp hybrid solar photovoltaic system in conformity with the tender documents at a total annual sum of

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

(Total tender amount in words and figures, Quotation to include all charges and taxes and be in Kenya shillings)

Or such other sum as may be ascertained with the schedule of prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the said goods/works in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening as per the instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

(Signature)

(In the capacity of)

Duly authorized to sign tender for and on behalf of _____

FIRM'S AUTHORIZATION

TO: Mwala Technical and Vocational College

WHEREAS _____
(Name of the firm)

Who are established and reputable firm of _____
(Name and/or description of the service)

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 services.

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

(Signature for and of behalf of the firm)

Note: This letter of authority should be in the letterhead of the Firm and should be signed by a person competent.

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company*) _____ declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply—

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name _____

Signature_____

Date_____

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company) _____
declares and guarantees that no person in our organization has or will be involved in a
fraudulent practice in any procurement proceeding.

Name _____

Signature_____

Date_____

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (insert the name of the company) _____
declares and guarantees that no director or any person who has any controlling interest
in our organization has been debarred from participating in a procurement proceeding.

Name _____

Signature_____

Date_____

Company Seal / Business Stamp

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

CONTRACT FORM

THIS AGREEMENT made on the __day of __20 __ between Mwala Technical and Vocational College of P.O Box 07-90102, Mwala (hereinafter called "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 College invited tenders for supply, installation, testing and commissioning of a 2kWp hybrid solar photovoltaic system to the College and has accepted a tender by the tenderer for the above in the sum of

(Contract price in words and figures) hereinafter called "*the contract price*")

NOW THIS AGREEMENT WITNESS AS FOLLOWS

1. In this agreement words and expression shall have the same meanings as are respective 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 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 College Notification of Award
3. In consideration of the payments to be made by the College to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the College to provide the service and to remedy defects therein in conformity in all respects with the provisions of the contracts.
4. The College hereby covenants to pay the tenderer in consideration of the provision of the services and remedying of defects therein, the Contract price or such other sum as may become payable under the provision of the contracts at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws on the day and year written

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

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

In the presence of _____

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of Mwala Technical and Vocational College*] (hereinafter called < Mwala Technical and Vocational College > in the sum of [*state the amount*] for which payment well and truly to be made to the said Mwala Technical and Vocational College, 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 Mwala Technical and Vocational College on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Mwala Technical and Vocational College 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 tenders.

We undertake to pay to Mwala Technical and Vocational College up to the above amount upon receipt of its first written demand, without Mwala Technical and Vocational College having to substantiate its demand, provided that in its demand Mwala Technical and Vocational College will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

Mwala Technical and Vocational College

WHEREAS [name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____

[reference number of the contract] dated _____ to 20

supply

[description of insurance 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]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

The Principal
Mwala Technical and Vocational College
P.O. Box 07-90102
Mwala-Machakos

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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the.....(*Name of the Procuring Entity*)
of

.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named

Applicant(s), of address: Physical

address.....Fax No.....Tel. No.....Email ,

hereby request the Public Procurement Administrative Review

Board to review the whole/part of the above mentioned

decision on the following grounds, namely:-

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for
an order/orders that: - 1.

2. etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary