

KENYA ELECTRICITY GENERATING COMPANY PLC

KGN-REG-02-2019

TENDER FOR SUPPLY OF ENERGY AUDIT EQUIPMENT

CITIZEN CONTRACTORS

**Kenya Electricity Generating Company PLC
Stima Plaza, Kolobot Road, Parklands
P.O. Box 47936-00100
NAIROBI
Website: www.kengen.co.ke**

February, 2019

GUIDELINES TO PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. **“Appendix to Instruction to Tenderers”** customizes clauses under Section II. **Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.**
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid

No.	Documents forming part of the bid	Remarks																								
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and Section III – General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.																								
2	Duly filed mandatory business questionnaire with particulars of the supplier ,contractor and consultant and shall include: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">i.</td><td>Name of supplier</td></tr> <tr><td style="text-align: center;">ii.</td><td>Registration details (ID/Registration/Incorporation Number)</td></tr> <tr><td style="text-align: center;">iii.</td><td>PIN Number</td></tr> <tr><td style="text-align: center;">iv.</td><td>List of directors, shareholders and beneficial owners(in case of a company)</td></tr> <tr><td style="text-align: center;">v.</td><td>Name of proprietor (for sole proprietor and business name)</td></tr> <tr><td style="text-align: center;">vi.</td><td>Name of partners (for partnerships)</td></tr> <tr><td style="text-align: center;">vii.</td><td>Business contact information (Telephone and Email Address)</td></tr> <tr><td style="text-align: center;">viii.</td><td>Postal Address</td></tr> <tr><td style="text-align: center;">ix.</td><td>Physical address</td></tr> <tr><td style="text-align: center;">x.</td><td>Tax compliance status</td></tr> <tr><td style="text-align: center;">xi.</td><td>Business permit /License number</td></tr> <tr><td style="text-align: center;">xii.</td><td>County of operations</td></tr> </table>	i.	Name of supplier	ii.	Registration details (ID/Registration/Incorporation Number)	iii.	PIN Number	iv.	List of directors, shareholders and beneficial owners(in case of a company)	v.	Name of proprietor (for sole proprietor and business name)	vi.	Name of partners (for partnerships)	vii.	Business contact information (Telephone and Email Address)	viii.	Postal Address	ix.	Physical address	x.	Tax compliance status	xi.	Business permit /License number	xii.	County of operations	
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4	Duly filled priced schedules	Prices quoted to be inclusive of taxes																								
5	Duly filled and signed Form of Tender in the format provided in the tender document																									
6	Duly filled and signed declaration form in the form provided																									
7	Bid document to be serialized/paginated on all pages																									
8	Bidders are advised to use KenGen’ s tender document or ensure to align their bid to it																									
9	Confirmation of a bid submission Original and Copy																									

Following the Executive Order No.2 of 2018 issued by The Presidency

1. **THAT** effective the **1st of July 2018**, all Public Procuring Entities shall maintain and continuously **update and publicize** (through the websites of the Public Procuring Entity, e-Citizen, Public Procurement Regulatory Authority platforms, public notice boards and/or official government publications):
 1. Full Particulars of the awarded Bidder (Supplier, Contractor or Consultant);
 2. Specification of goods and services, scope and schedule of works and contract value;
 3. Technical and financial capacity of the awarded bidder (Supplier, Contractor or Consultant) and summary of reasons for the award;
 4. Award Date and Contract Period;
 5. Current market price of the specific goods, works or service, as well as price guidelines as published by the Public Procurement Regulatory Authority with regard to that specific item (*where applicable*);

- C. In furtherance to above, the list of the awarded suppliers/contracts/consultants shall include the following information:
As part of the **mandatory requirements**
 1. Name of Supplier
 2. Registration Details (ID/Registration/Incorporation Number
 3. PIN Number
 4. List of Directors, Shareholders and Beneficial Owners (in case of a company)
 5. Name of Proprietor (for sole Proprietor and Business name)
 6. Name of Partners (for Partnerships)
 7. Business Contacts Information (telephone and email address)
 8. Postal address
 9. Physical address
 10. Tax Compliance Status
 11. Business Permit/License Number
 12. County of operation

In compliance to the executive order, the above details shall form part of mandatory requirement in the tender documents submitted.

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SECTION I: INVITATION FOR TENDER

The Company invites sealed tenders from eligible candidates for **Supply and Delivery of Energy Safety Audit Equipment** whose specifications are detailed in the Tender Documents. Bidders are advised to be keen on the information provided under the Appendix to Instructions to Tenderers (A.I.T.T.) and the Special conditions of the Contract (S.C.C.). Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

Supply Chain Director
Tel: (254) (020) 3666000
(254) 0711036000
Email: tenders@kengen.co.ke;

Where the tender document may be collected upon payment of a non-refundable fee of **Kshs. 1,000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke and www.suppliers.treasury.go.ke. Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded copies are free of charge.

Tenders must be accompanied by a security in the format and amount specified under the appendix to instructions to tenderers. Unless otherwise stated, tenders **MUST** be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked “**Supply & Delivery of Energy Safety Audit Equipment**” and addressed to:

Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company PLC
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA

On or before: **26th February 2019 at 10.00 a.m.** Tenders will be opened on **26TH February 2019 at 10.30 a.m.** in the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor. The company reserves the right to vary the quantities.

KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately. KenGen Call Tip-offs Anonymous system; Toll Free: 0800722626; Free Fax: 00800 007788; Email: kengen@tip-offs.com; Visit our web: www.tip-offs.com.

SUPPLY CHAIN DIRECTOR

SECTION II
INSTRUCTIONS TO TENDERERS
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2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements (Section VI).

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document collected from the Procuring Entity shall not exceed Kshs.1,000/=. Downloaded copies are free of charge.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

2.6.1 **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 amendment.

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 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 2.22
- 2.10.4 The validity period of the tender shall be **120 days after** the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity (*if applicable*); and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount as specified in Appendix to Invitation to Tenderers below.

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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.

The Tender Security may also be in the form of an on-demand guarantee issued by a reputable insurance company approved by the Authority and in the form provided in the tender documents or another form acceptable to the Procuring entity.

The tender security must be valid for at least thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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

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

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.27
- or
- (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **120 days after** the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **26th February 2019 at 10.00 a.m.**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **26th February 2019 at 10.00 a.m.**

- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **26th February 2019 at 10.30 a.m.** and in the location specified in the Invitation to Tender.
- The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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.

2.25 Preference

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

2.26 Contacting the Procuring entity

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

2.26.2 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 A positive determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.28 Notification of Award

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

2.29.2 The parties to the contract shall have it signed within **fifteen (15) days** from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of 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 the Procuring entity, 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 the Procuring entity of the benefits of free and open competition;

2.31.2 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.

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

Appendix to Instructions to Tenderers

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

Instructions to tenderers reference	Particulars of appendix to instructions to tenders
2.1.5: Eligibility	Eligible tenderers: Citizen Contractors
2.5 Clarification	Clarifications to the tender shall be responded to for request received no later than 3days to the tender closing date
2.7 Language of tender	Tender shall be prepared and all corresponded to in English
2.10.2 Tender prices	Prices indicated in the tender price schedule shall include all cost including taxes, insurance and delivery to KenGen.
2.11.1 Tender currencies	Prices shall be in Kenya Shillings, Euro's or US Dollars or otherwise as stated.
2.12 Tender eligibility and qualifications	Proof of eligibility ,qualification documents of evidence (see evaluation criteria)
2.14 Tender security	There tender security shall be Kes (One hundred thousand shillings only) Kes 100,000/= and must be valid for 30 days after tender validity.
2.15 Tender validity	Tender validity duration 120 days from the date of opening
2.16,2.17 Sealing and Marking of tender	Tenderer shall prepare Two copies of the tender . Clearly marking each " Original Tender " and " Copy Of Tender "
2.18 Deadline and Submission of Tender	Tender closing date 26TH February 2019 at 10.00AM and Opening date and time 26TH February 2019 at 10.30 am
2.23.3	Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way

2.24 Evaluation Criteria

The bids received shall be evaluated in the stages detailed below:

1. Stage 1. Compliance to Mandatory requirement
2. Stage 2. Compliance to technical requirements on capacity to deliver the contract.
3. Stage 3. Financial evaluation
4. Stage 4. Due Diligence where applicable

STAGE 1: MANDATORY REQUIREMENTS

The following mandatory requirements **must** be met notwithstanding other requirements in the tender document:

No	Requirements	Tenderers response
1	Name of supplier	
2	Registration details (ID/Registration/Incorporation Number)	
3	PIN Number	
4	List of directors, shareholders and beneficial owners(in case of a company)	
5	Name of proprietor (for sole proprietor and business name)	
6	Name of partners (for partnerships)	
7	Business contact information (Telephone and Email Address)	
8	Postal Address	
9	Physical address	
10	Tax compliance status	
11	Valid Business permit /License number	
12	County of operations	
13	Duly filled stamped and signed tender form	
14	Tender validity 120 days	
15	Confidential business questionnaire	
16	Addendums issued must be attached	
17	Manufacturer's authorization, guarantee and warranty	

Bidder must comply with all the above requirements so as to proceed to the second stage of technical evaluation on capacity to deliver the contract.

STAGE 2: TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT

No	Description	Bidders response
<u>1</u>	<i>Compliance to technical requirements as per the technical requirements in Section V</i>	
<u>2</u>	<i>12 months warranty period</i>	
<u>3</u>	Manufacturers' literature/brochures MUST be attached for equipment	

STAGE 3. FINANCIAL EVALUATION

- Financial evaluation shall involve checking completeness of financial bids
- Presence of a duly filled, signed and stamped tender form and price schedule
- Award shall be based on the total cost per item
- Tender sum as submitted and read out during tender opening is absolute and final and shall not be subject to correction adjustment or amendment major deviation shall result in disqualification

STAGE 4. DUE DILLIGENCE

KenGen may prior to award of the tender determine to its satisfaction whether the selected bids will qualify to perform the contract satisfactorily by carrying out a due diligence visit as required

**SECTION III:
GENERAL CONDITIONS OF CONTRACT
Table of Clauses**

- 3.1 Definitions
- 3.2 Application
- 3.3 Country of Origin
- 3.4 Standards
- 3.5 Use of Contract documents and information
- 3.6 Patent Rights
- 3.7 Performance security
- 3.8 Inspection and Tests
- 3.9 Packing
- 3.10 Delivery and documents
- 3.11 Insurance
- 3.12 Payment
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- 3.14 Assignments
- 3.15 Sub contracts
- 3.16 Termination for default
- 3.17 Liquidated damages
- 3.18 Resolution of Disputes
- 3.19 Language and law
- 3.20 Force Majeure
- 3.21 Taxes

3.1 **Definitions**

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

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

3.2 **Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 **Country of Origin**

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

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

3.4 **Standards**

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

3.5 **Use of Contract Documents and Information**

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

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

3.7.1 Within **fifteen (15) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.7.5 The Performance Security shall be in the amount of 10% of the Contract Price

3.7.6 The preferred delivery period shall be within the specified 90 days (3months) from receipt of official purchase order

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall

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

- 3.8.2 The inspections and tests may be conducted in 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, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

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

3.10 **Delivery and Documents**

- 3.10.1 Delivery of the 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

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.12.3 For Local suppliers, Kenya Electricity Generating Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.

3.13 Prices

3.13.1 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.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Taxes

3.21.1 "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

3.21.2 Local Taxation

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya

in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.21.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.21.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

Tax Deduction

3.21.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.21.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

Tax Indemnity

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.21.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.21.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

SECTION IV: TECHNICAL SPECIFICATIONS

KenGen intends to procure Energy Audit Equipment for use in Energy Efficiency and Conservation Programs.

Among the technical requirements are:

- a) Equipment must be of European, North American or Japanese makes only;
- b) Brand or country of origin must be indicated.
- c) Bidders must attach a catalogue indicating the equipment they intend to supply and highlight the relevant picture/description of the items that meet our specifications.
- d) The winning bidder must supply the brand that is highlighted in the submitted catalogue failure to which will lead to rejection during inspection of the delivery.
- e) All items will be subjected to functional and performance test on delivery prior to acceptance

Item	Required Specifications	SUPPLIER'S OFFER	
	ITEM DESCRIPTION	BRAND, Model COUNTRY OF ORIGIN & PAGE OF CATALOGUE WHERE APPLICABLE	Detailed specification
1	<p>1000A AC/DC CLAMP METER</p> <p>Specifications</p> <ul style="list-style-type: none"> ▪ Clamp meter to measures true-rms AC current and voltage, DC current and voltage, inrush current, resistance, capacitance, frequency and DC millivolts. ▪ To include detachable iFlex current probe expands the measurement range to 2500A 		

	<p>AC, CAT IV 600V, CATIII 1000V safety rated.</p> <ul style="list-style-type: none"> ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
2	<p>DIGITAL MULTI-METER</p> <p>Specifications</p> <ul style="list-style-type: none"> ▪ Wide 1000 V measurement range ▪ True-rms for precise measurement of non linear signals ▪ Capacitance, resistance, continuity and frequency ▪ Built-in thermometer ▪ To have easy-to-read display ▪ Backlight for work in dim areas ▪ Min/Max to record signal fluctuations ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
3	<p>INFRA RED THERMAL IMAGING CAMERA</p> <p>Specifications</p> <ul style="list-style-type: none"> ▪ To capture a clear, accurate image focused throughout the 		

	<p>field of view with MultiSharp Focus.</p> <ul style="list-style-type: none"> ▪ To simply point and shoot — the camera to automatically process a stack of images focused near and far ▪ To get an instant in-focus image of the designated target. LaserSharp® Auto Focus ▪ To use a built-in laser distance meter that calculates and displays the distance from the designated target with pinpoint accuracy ▪ To get 4x the pixel data with SuperResolution, which captures multiple images and combines them to create a 640 x 480 image ▪ To get the context of the visual and infrared details all in one precisely blended or picture-in-picture image with IR-Fusion technology ▪ To monitor processes with video recording, video streaming, and remote control ▪ To see the details needed with interchangeable smart lenses — 2x and 4x telephoto and wide angle — no calibration required ▪ To have on-Screen Emissivity Correction, reflected background temperature compensation, and transmission correction ▪ To have picture-In-Picture (PIP) ▪ To have fast auto toggle between manual and auto modes ▪ To have fast auto-rescale in manual mode ▪ Removable 4 GB micro SD memory card, 4 GB internal flash 		
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	<p>memory, save to USB flash drive capability</p> <ul style="list-style-type: none"> ▪ One-handed image capture, review, and save capability ▪ 60 seconds maximum voice annotation recording time per image; reviewable playback on camera ▪ Text annotation ▪ Streaming video (remote display) ▪ Remote control operation ▪ Center-point temperature measurement ▪ Hot and cold spot markers ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
4	<p>CLAMP ON GROUND RESISTANCE TESTER</p> <p>Specification</p> <ul style="list-style-type: none"> ▪ Low maintenance flat jaw design ▪ Ground resistance range 0.05 ~ 1500 ohms ▪ AC current range 0.2 mA to 35A rms ▪ 24 hour battery life based on continuous test ▪ CAT IV 600V safety rating ▪ Backlight display ▪ IrDA to USB interface for download ▪ Memory ~ 2k records 		

	<ul style="list-style-type: none"> ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
5	<p>DIGITAL HIGH VOLTAGE INSULATION TESTER</p> <p>Specifications</p> <ul style="list-style-type: none"> ▪ High measurement range to enable installation testing and long-term trending of higher value apparatus. ▪ Dual case design to allow for fire-retardant protection while maintaining ruggedness. ▪ High-quality, flexible silicon test leads to meet safety regulations of IEC 61010-31:2008 while ensuring measurement accuracy. ▪ Timed IR plus PI, DAR, DD, SV and ramp tests to maximize diagnostic testing capability. ▪ Operate from line power when battery fully discharged (charges while operating). ▪ Two and one-half hour full battery charge time (one half hour charge for one hour testing) to increase productivity. ▪ Up to six hours continuous testing (5 kV) on a single battery charge. ▪ Enhanced driver technology to provide plug-and-play when connected to the internet. 		

	<ul style="list-style-type: none"> ▪ Dedicated voltmeter function (30 V to 660 V) with frequency measurement to allow the user to check for induced voltages. ▪ CATIV 600 V safety rating on all terminals to allow for safe use in the widest range of applications. ▪ LCD with automatic backlight. ▪ Noise filter to reject up to 3 mA noise for effective operation in electrically noisy environments. ▪ High altitude operation up to 3000 m while maintaining CATIV 600 V rating. ▪ Rotary switch operation for easy, intuitive field use. ▪ Field replaceable battery ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
6	<p>PORTABLE DIGITAL FLUE GAS ANALYSER COMPLETE WITH ACCESSORIES</p> <p>Specifications</p> <ul style="list-style-type: none"> ▪ Instrument Operating Temperature Range -5°C to 50°C (23°F to 122°F) ▪ Battery Rechargeable Li – Ion – .> 9hours ▪ Charger Input Voltage or 240VAC; 50Hz ▪ Fuels Natural gas, light oil, Diesel HFO, IDO, heavy oil, propane, butane, coal, coke 		

<ul style="list-style-type: none"> ▪ Display 4 lines, 20 characters per line. Backlit LCD ▪ Header Factory set ▪ Data Logging 100 set of readings –Interface RS 232C or better ▪ Time and Date 24 hour real time clock ▪ Weight < 1.3 Kg (2.86 lbs) ▪ Certification Designed to meet BS7927 British Standard - Equivalent or better for portable flue gas analyzers ▪ Probe Construction - At least Pistol grip; 250 mm probe length; 2500 mm (10') hose length ▪ K-type Thermocouple (TWO) - Accuracy +/- 0.3%; +/- 1°C (+/- 1.8°F) ▪ Measure Temperature at least upto 1,100°C (2,012°F), with 1 m insertion length ▪ Gases Range Resolution Accuracy ▪ GasesRange Resolution Accuracy ▪ Oxygen 0 -25 % 0.1% +/- 0.3% ▪ Carbon Monoxide 0 - 10,000 ppm +/- 1 ppm <100 ppm; +/- 5 ppm ▪ NO 0 - 3,000 ppm +/- 1 ppm <100 ppm; +/- 5% ▪ CO2 (calculated) 0 - 25% ▪ CO/CO2 Ratio 0 - 0.9999 ▪ CO – 0-10,000 ppm, H2 compensated ▪ CO low – 0-500 ppm, H2 compensated (0.1 ppm resolution) ▪ NO low – 0-300 ppm (0.1 resolution) ▪ NO2 – 0-500 ppm (0.1 resolution) ▪ SO2 – 0-1000 ppm 		
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	<ul style="list-style-type: none"> ▪ Combustion Efficiency 0 - 100% ▪ Draught/Pressure Measurement ▪ Range +/- 150 mbar (+/-61 inWG) ▪ Resolution 0.01 mbar (0.4 inWG) ▪ Accuracy +/- 0.5% fsd ▪ Integrated Printer ▪ Type Impact with replaceable ribbon ▪ Print Width 16 characters, 45 mm ▪ Equipped with Report Writer to automatically documents power study data in table and graphs and customization ▪ Communication interface and accessories to the Computers i.e. PC or Laptop ▪ Four (4) coloured user manuals in hard and soft copies ▪ Calibration documents by certified and recognized body traceable to applicable international standards ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
7	<p>NON CONTACT VOLTAGE DETECTOR</p> <p>Specification</p> <ul style="list-style-type: none"> ▪ AC / DC voltage from 12 to 690 V ▪ Continuity ▪ Phase rotation ▪ LCD / LED display ▪ Bright LED torch ▪ CAT IV 600 V rating 		

	<ul style="list-style-type: none"> ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
8.	<p>LASER/INFRARED TACHOMETER</p> <p>Specification</p> <ul style="list-style-type: none"> ▪ 5 digit LCD display for easy to read ▪ Built-in memory recalls last MAX/MIN value stored ▪ Auto ranging with 0.05% accuracy ▪ Non-contact measurements from 5 to 99,990 rpm ▪ Use reflective marker on object to be measured and point the integral light beam or accurate readings updated every second ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
9	<p>3-POINTS EARTH TESTER</p> <p>Specifications</p> <ul style="list-style-type: none"> ▪ 2 and 3 point testing ▪ ART (Attached Rod Technique) testing capability with DET3TC 		

	<ul style="list-style-type: none"> ▪ Digital display ▪ Warning indicators to prevent test failure ▪ IP54 rated ▪ Complete with leads, stakes and rugged carry case ▪ Simple one button operation ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
10	<p>DC DIELECTRIC TEST SET (70 KILOVOLTS)</p> <ul style="list-style-type: none"> ▪ Specification ▪ Input Power: 220/240 Vac, 50/60 Hz. ▪ Operates Like a Full-Wave Rectified Unit (Filtered Half-Wave Rectification). ▪ High-Voltage Module. ▪ Test Voltage: 0 - 120kV DC. ▪ Max Power System Voltage (Phase to Phase): 35kV AC. ▪ Output Current: 5 mA for 5 min; 2 mA continuous. ▪ Display: Digital. ▪ Ammeter Ranges: 0 to 19.9 μA, 0 to 199 μA, 0 to 1.99 mA, 0 to 5 mA. ▪ Ammeter Resolution: To 0.1 μA on lowest range. ▪ Voltmeter Resolution: To 100 V over entire range. ▪ Ripple: Less than 2% on capacitive samples at continuous rated output. 		

	<ul style="list-style-type: none"> ▪ Input-supply-line circuit breaker. ▪ Output current overload relay. ▪ Zero-start interlock for high-voltage output. ▪ Calibration test certificate included ▪ At least 1 year warranty and commitment for spares/accessories support including software from the manufacturer for a period of at least 3 years 		
	<p>BIDDERS MUST ATTACH A CATALOGUE INDICATING THE TOOLS THEY INTEND TO SUPPLY.HIGHLIGHT THE RELEVANT PICTURE OF THE ITEMS THAT MEET OUR SPECIFICATIONS.</p> <p>THE WINNING BIDDER MUST SUPPLY THE BRAND THAT IS HIGHLIGHTED IN THE SUBMITTED CATALOGUE FAILURE TO WHICH WILL LEAD TO REJECTION DURING INSPECTION OF THE DELIVERY.</p>		

SECTION VII PRICE & SCHEDULE OF REQUIREMENTS

SUPPLY OF ENERGY AUDIT EQUIPMENT FOR ENERGY EFFICIENCY AND CONSERVATION PROGRAMS

S/N	ITEM DESCRIPTION	UoM	Quantity	UNIT PRICE	16% VAT	TOTAL COST DDP TO STIMA PLAZA
1	1000A AC/DC Clamp Meter	SET	1			
2	Digital Multi-meter	SET	1			
3	Infra red Thermal Imaging Camera	SET	1			
4	Clamp on Ground Resistance Tester	SET	1			
5	Digital High Voltage Insulation Tester	SET	1			
6	Portable Digital Flue gas Analyser Complete with Accessories	SET	1			
7	Non Contact Voltage Detector	SET	1			
8.	Laser/Infrared Tachometer	SET	1			
9	3 points Earth Tester	SET	1			
10	DC Dielectric Test Set (70 Kilovolts)	SET	1			

Tenderer's Name _____

Tenderer's Signature _____

Company Rubber Stamp _____

8.1 : TENDER FORM

To: Kenya Electricity Generating Company PLC,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O Box 47936-00100,
NAIROBI. Kenya.

Gentlemen and/or Ladies:

1. Having examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Energy Audit Equipment** in conformity with the said Tender Documents 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 deliver **Energy Audit Equipment** in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by KenGen.
4. We agree to abide by this Tender for a period of **90 days** from the date fixed for Tender opening under Clause 15.1 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ .

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

8.2: TENDER SECURITY FORM

(To be on the Letterhead of the Bank)

Whereas *(name of the tenderer)* (hereinafter called “the Tenderer”) has submitted its tender dated *(Date of submission of tender)* for the supply of **Energy Audit Equipment** (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that We *(name of the bank)* of *(address of bank)* (hereinafter called “the Bank”), are bound unto KenGen in the sum of *(2% of tender price)*..... *(amount in words and figures)* for which payment well and truly to be made to the said KenGen, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____.

THE CONDITIONS of this obligation are:

- 1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
- 2. If the Tenderer, having been notified of the acceptance of its Tender by KenGen during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

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

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

(Signature of the Bank)

8.3: CONTRACT FORM

THIS AGREEMENT made the day of between **KenGen** of Kenya of the one part and (*name of Supplier*) of (*city and country of Supplier*) (hereinafter called “the Supplier”) of the other part:

WHEREAS KenGen invited tenders for the supply of certain goods, viz **Energy Audit Equipment** has accepted a tender by the Supplier for the supply of those Goods in the sum of

.....
(*Contract Price in words and figures*) (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
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 Supplier;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) KenGen’s Notification of Award.
3. The contract price shall be
4. In consideration of the payments to be made by KenGen to the Supplier as hereinafter mentioned, the Supplier hereby covenants with KenGen to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
5. KenGen hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed and Sealed in the Common Seal of
KenGen in the presence of:

COMPANY SECRETARY)

)
)
)
)
)
)
)

WITNESS

)
)

Signed and Sealed with the Common Seal of
the Supplier in the presence of:

DIRECTOR

)
)
)
)
)
)
)
)
)

SECRETARY

)
)

8.4 : PERFORMANCE SECURITY FORM
(Must be in the Bank's Letterhead)

To: Kenya Electricity Generating Company PLC,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O Box 479360-00100,
Nairobi, Kenya.

WHEREAS*[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. dated to supply of **Energy Audit Equipment** (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *(amount of guarantee in words and figures)*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... *(amount in words and figures)* 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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.5: MANUFACTURER’S AUTHORIZATION FORM

To: Kenya Electricity Generating Company PLC,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O Box 479360-00100,

WHEREAS

.....

[name of the Manufacturer]

who are established and reputable manufacturers
of.....*[name and/or description for 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 for
the above chemical manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions
of Contract for the ‘**Energy Audit Equipment**’ 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 a person competent and having the power of attorney
to bind the Manufacturer. It should be included by the tenderer in its tender.

8.6 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.
Location of business premises:
CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (*Full Names*) Direct / Mobile No's.....
Title Power of Attorney (**Yes / No**)
If **yes**, attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
KRA PIN No.....
Value of the largest single assignment you have undertaken to date (*USD/KShs*)
.....
Was this successfully undertaken? **Yes / No**(If **Yes**, attach reference)
Name (s) of your banker (s)
Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names
Nationality..... Country of Origin.....
.....
Company Profile (*Attach brochures or annual reports in case of public company*)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
2.

Company Profile

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public
Company Profile (*Attach brochures or annual reports in case of public companies*)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....
2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.

Full Names
Signature
Dated this.....day of2019.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names
Signature
Dated this.....day of2019.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed
For and on behalf of M/s

.....
In the capacity of
Dated this.....day of2019.
Suppliers’ / Company’s Official Rubber Stamp

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)

For and on behalf of M/s
In the capacity of
Dated this.....day of2019

Suppliers’ / Company’s Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No
..... (Delete as necessary)

Institution.....
.....
(Title) (Signature) (Date)

Part 2(i) – Experience: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT'S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. ITS ALSO NOT APPLICABLE FOR AGPO FIRMS TENDERS.

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed.**

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which KenGen shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate...../.....
ID No(s):...../.....Signature and stamp of the authorized Banker Representative.....Date.....

Part 2(j or k) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

 Signature.....
 For and on behalf of M/s
 In the capacity of

 Dated thisday of2019.
 Suppliers' / Company's Official Rubber Stamp
