

KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-SBP-06-2018

**TENDER FOR DESIGN, SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF A SOLAR GRID-TIE CAR-PORT SYSTEM FOR
HYDRO PLAZA COMPLEX**

(RESERVED FOR YOUTH FIRMS)

**Kenya Electricity Generating Company Limited
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI.**

Website: www.kengen.co.ke

May, 2018

Tender for Supply, installation, testing and commission of hydro plaza Solar grid-tie carport.

SECTION I

INVITATION TO TENDER

KenGen invites sealed bids from eligible **YOUTH** firms registered under **AGPO FOR the Design, Supply, Installation, testing & commissioning of Hydro plaza solar grid-tie Carport**, whose specifications are detailed in the Tender Document. 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 more information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director
Tel: (254) (020) 3666000
Email: tenders@kengen.co.ke;
Cc: alangat@kengen.co.ke;
pwambugu@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 banker's 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 to the emails given above. Downloaded copies are free of charge.** Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.

Tenders **MUST** be accompanied by a Tender Securing Declaration Form must be submitted in a plain sealed envelope and marked "**Design, Supply, Installation, testing & Commissioning of Solar Powered outdoor lighting system at Kipevu I & III power Station**" and addressed to:

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

On or before: **7th June 2018 10.00 am**

There shall be **Mandatory Site Visit** on **30th May 2018 at 10.00 a.m.** at **Hydroplaza at seven Forks near Kamburu Power Station.**

Tenders will be opened on **7th June 2018 10.30 am** 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 accept or reject any tender and may vary the quantities at will.

KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately using:

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

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to **Youth certified firms** eligible as described in the Invitation to Tender. Successful tenderers shall complete the contract 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
- (viii) Price Schedules
- (ix) Site Visit Certificate
- (x) Tender Securing Declaration Form
- (xi) Contract Form
- (xii) Performance Security Form
- (xiii) Manufacturer's Authorization Form
- (xiv) 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 **90 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 Instruction to Tenderers

2.14.2 The tender security shall be in the amount

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 **90 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 letter of 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,” the **(7th June 2018 at 10.00am)**
- 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**
Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **(7th June 2018 at 10.00am)**
- 2.18.1 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

- The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **(7th June 2018 at 10.30am)**
- 2.20.1 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 for completeness as specified to and determine whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security 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 and Appendix to Instruction to Tenderers
- 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 2.30, 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
2.1.1	This tender is <i>Eligible to Youth certified firms</i>
2.18.3	The tender shall close on 7th June 2018 at 10.00am
2.24.4	<p>The following shall be the evaluation Criteria :</p> <p>A) Mandatory Requirements</p> <ul style="list-style-type: none"> ➤ Duly filled, signed and completed Mandatory Business Questionnaire as provided. ➤ Certificate of Incorporation ➤ Duly completed tender form ➤ Duly completed price schedule ➤ Valid Tax Compliance Certificate ➤ Valid AGPO Youth certificate ➤ Duly executed Tender Securing Declaration Form ➤ Manufacturer’s authorization ➤ The tenderer shall submit one original document and two copies of the original ➤ Serialization of all pages by the bidder for each bid submitted. ➤ Mandatory Site Visit on 30th MAY 2018 10AM <p>Only tenderers who meet the preliminary requirements shall be subjected to technical evaluation</p> <p>B) Technical Requirements</p> <ul style="list-style-type: none"> ➤ Duly filled technical specifications form under section V for technical specifications. (Attach datasheet/ Brochure of all the components) ➤ A list of names of at least two team members who shall be key to the implementation of the project shall be submitted. This shall include a team lead who shall lead the team and an able assistant who shall help in the execution of works. A detailed curriculum Vitae accompanied with their certificates shall accompany the bid document submitted. For the team lead and assistant, below is the acceptable requirements on skills and experience:

	<p>The team lead shall have a minimum qualification of Solar T3 certification from ERC. He/she shall have knowledge in solar PV installation works with a bias of carrying out hybrid and/or grid tie installations. The team lead shall also have a background in electrical engineering with at least a graduate certificate</p> <p>The assistant shall have a minimum qualification of Solar T3 certification from ERC. He/she shall have knowledge in solar PV installation works. The assistant shall also have a background in electrical engineering with at least a higher diploma.</p> <ul style="list-style-type: none"> ➤ The bidders shall submit a detailed design proposal clearly indicating the scope of work, calculations resulting to sizing and an electrical drawing detailing the design of works. ➤ The bidder shall indicate the delivery period of the scope of work. <p>Only tenderers who meet the technical requirements shall be subjected to financial evaluation</p> <p>c)Financial Evaluation</p> <ul style="list-style-type: none"> ➤ Duly filled and signed price schedule. ➤ The lowest evaluated bidder will be considered for the award of the tender.
2.27.7	KenGen shall conduct due diligence on the eligible bidders to establish their ability to perform the contract.

(Complete as necessary)

**SECTION III:
GENERAL CONDITIONS OF CONTRACT**

3.1 Definitions

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

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

3.2 Application

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

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
- 3.8 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

3.13 **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 or services 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- contract price up to a maximum deduction of 10% of the contract price 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

SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and SCC, the provisions of the SCC herein shall prevail over those in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>The awarded bidder shall submit a performance security of 1% of the contract price. The Performance Security Form attached shall be filled.</i>
3.7.4 & 3.8.5	The supplier shall be required to expressly confirm that the goods supplied shall NOT be less than the specified warranties in the technical specifications and give a 24 months guarantee for the works and equipment installed.
3.11.1	Proof of Insurance shall be provided to KenGen on demand
3.12.1 & 3.12.2	Terms of payment shall be 30 days Credit Period from the date of an Invoice. This shall only be done after a successful Inspection & Acceptance of the quality of good delivered and services offered. Payment shall be done in two milestones: Milestone 1: 90% of the contract price shall be paid upon implementation of works as stipulated in the technical specification in section V. Milestone 2: The remaining 10% shall be paid after the completion of reliability period which shall be six months after commissioning of the grid tie solar carport.
3.13.1 & 3.13.2	There shall be no price adjustments authorized. All costs related to this project shall be included in the bidders offer. This shall include but not limited to; any civil works that may be required, mechanical works, electrical works etc necessary for the success of the project.
3.17.1	The Delivery period of works shall not exceed 12 months. There shall also be a reliability period of six months commissioning of the grid tie solar car port system. The reliability period is mandatory
3.18.1 & 3.18.2	Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.
3.19.1	The applicable laws during all period of the contract shall be Kenyan law.

(Complete as necessary)

SECTION V

TECHNICAL SPECIFICATIONS

Applicable standards

- (i) *IEC62471, CE & ROHS certification for the lighting system.*
- (ii) *IEC61730, IEC61215, IEC60904, CE and PV Cycle for panels*
- (iii) *IEC 61683, IEC62109, EN50524, EN50530, UL1741 for inverters*
- (iv) *IEC 60228 for cables*

Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

5.1. GENERAL DESCRIPTION

Hydro Plaza complex is located in Machakos county just off the Embu -Kanyonyo that branches off the main Thika Garissa road.

These specifications describe the requirements for the supply, installation, testing and commission of a solar grid tie carport at the hydro plaza. Tenderers are requested to submit with their offers the detailed design, components specifications, method statements, drawings, catalog, etc. for the products they intend to supply.

- a. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- b. All the ratings and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- c. The tenderer shall provide for his own accommodation and other expenses during installation and commissioning.
- d. There shall be a **Mandatory Site Visit** on **30th MAY 2018 10AM**
- e. Tenderers are expected to visit the site at the specified dates and time. No bidder will be allowed to access the site before or after the set date and time. A duly signed site visit certificate will be issued at the end of the site visit

- f. The tenderers are requested to state shortest possible proposed project delivery period which shall not be more than **Twelve Months** after signing of the contract. Commencement of the contract shall be the very day of signing of the contract.

- g. All costs related to this project shall be included in the bidders offer. This shall include but not limited to; civil works, mechanical works, electrical works etc necessary for the successful completion of the project.

TECHNICAL SPECIFICATIONS

1.0 REINFORCEMENT

Reinforcement if needed shall be of High yield tensile steel beams to BS 4461 including cutting, bending, overlaps as applicable and tying wire.

2.0 DESIGN AND ERECTION OF SOLAR CAR PORT

- a) KenGen has provided general DESIGN TEMPLATE of the solar car port to be adopted by the Contractor in his design. Structural design and adequacy of all structural members has already been done.
 - Refer to drawing (Appendix 1-attached) for a structural description of the existing structure.

TYPICAL DESIGN TEMPLATES



- b) Contractor shall take note of all parameters of the existing infrastructure that will influence the design of the solar car port

- c) **GUARANTEE:** - Contractor shall provide Min 2 Years warranty and guarantee to all installations

3.0 Grid-Tie System

The solar car port shall provide a grid tie solution to power the hydro plaza building and provide an adequate solution for a grid tie system. The following is a description of the grid tie system to be installed:

ITEM	DESCRIPTION	REQUIREMENT/ SPECIFICATION	BIDDER'S RESPONSE
1.	System Design, Sizing, Supply, Installation, Testing and Commissioning of the grid tie solar car port system for the hydro plaza carport	<p>The solution provider shall describe and provide the whole setup infrastructure layout, design, sizing calculations and implementation methodology to be used.</p> <p>The bidder shall come up with a complete design based on the data collected from the site visit.</p> <p>The system sizing shall be based on the available space on the roofs of the parking.</p> <p>The bidder shall submit the following documents to clearly show how he/she intends to implement the grid tie solution for the Hydro Plaza Solar Car port:</p> <ul style="list-style-type: none"> • <i>Schematic drawing clearly showing how the solution shall be set up. The schematic shall be accompanied by proper system sizing based on data collected during site visit and the roof space. The bidder shall clearly show his/her calculations for the grid tie inverter and PV sizing and give a justification of the solution he/she intends to provide.</i> • <i>The bidder shall provide a step by step method statement on how the works shall be implemented. The work plan shall have time lines shown in a gant chart. In addition, the method statement shall be accompanied by work safety procedure and competency of staff who shall carry out the works</i> • <i>The minimum acceptable competency of the team lead shall be ERC Solar PV License of</i> 	

		<p>Class T3 certification. The license of the team lead shall be part of the documents submitted. The team lead is expected to be available at all times during implementation of the project. There shall also be assistant with the same qualifications that shall stand in for the team lead in the event He/ She is unavailable to ensure continuity of the work.</p> <ul style="list-style-type: none"> The bidder shall also have a company registered with ERC with authority to carry out such works as described in this schedule with at least class CI as the minimum acceptable. <p>Only bidders who give a practical proposal shall be considered for the works.</p>	
2.	Grid Tie Inverter Requirements	<p>Inverter Requirements :</p> <ul style="list-style-type: none"> The grid tie system shall be an intelligent system with inverters that are interactive and can promptly synchronize with the grid or any simulation signal of the grid as required. The inverter shall have a protection system from surges that may occur both from the grid and the PV system The inverter shall have an LCD screen that clearly indicates parameters of the grid and the PV system (voltage, current, power, phase etc). At any one time, the inverter shall also be able to clearly display energy produced by the PV panels and real time consumption. The grid tie inverter shall have a communication system such that it can be monitored remotely in real time through web based software . The inverter shall be programmable to specific grid parameters. In addition, KenGen seeks to have a smart system that can intelligently coordinate the grid supply/or any other simulation of the grid e.g. diesel generator and solar PV supply to 	

		<p><i>give optimum output based on consumption at any one particular time. Ability of the inverter to smartly match the available sources of supply to the consumption shall be mandatory. The bidder is required to demonstrate the abilities of the inverter and its software in a detailed datasheet.</i></p> <ul style="list-style-type: none"> <i>The inverter shall have an efficiency of equal to or greater than 98%.</i> 	
		<p>Inverter Software:</p> <ul style="list-style-type: none"> <i>The inverter software shall be interactive and easy to use. It shall be capable of troubleshooting the inverter and give error codes that can guide the user in finding solutions.</i> <i>The inverter software shall be able to log events which shall be retrievable from time to time remotely and onsite.</i> <i>The software shall have technical support from the manufacturer and upgradable from time to time for the purpose of improvement of its functionality. The upgrading of the software shall be free.</i> <i>The software shall have an expert system that is able to analyze operating parameters and respond accordingly based on threshold conditions set for operation. It shall have diagnostic tools that can assess errors and give a conclusive finding that can be used to make further recommendation.</i> 	
3.	Solar PV Requirements	<p>The Bidders shall supply PV Modules with sufficient capacity to adequately supply the office load for the geothermal complex. Calculation of the load rating shall be clearly indicated in the proposal provided for the grid tie solution</p>	
		<p>PV module type: <i>Shall be of monocrystalline or polycrystalline and if framed, the frame shall be anodized aluminum.</i></p>	

		Panel efficiency: <i>Shall not be less than 15%</i>	
		Connectors: <i>The panel shall come with standard connectors and blocking diodes.</i>	
		Power degradation: <i>The warranty period for the PV Module must be at least 10 years against a maximum 10% reduction and 20 years against a maximum 20% reduction of output power at STC.)</i>	
		Mounting Module Material: <i>Material of the Module Mounting support Structure for the panels shall be Non corrosive. The bidder is expected to analyze the mounting surface and come up with appropriate mounting mechanism of the panel and mounting brackets suitable for a firm support. The specific area of mounting shall be shown during site visit.</i>	
		Data sheet for the specifications of the panel clearly indicating the module's V_{oc} , V_{mp} , I_{sc} , I_{mp} , thermal coefficient and efficiency shall be attached.	
4.	System Interface	The bidder shall be required to interface the new solar energy system to the existing power system.	
5.	System Protection	The Bidder shall design a protection scheme for the new system and integrate it with the existing protection scheme.	
6.	Special tools	<ul style="list-style-type: none"> • The bidder shall supply special tools to KenGen necessary for operation and maintenance of the system. • The bidder shall furnish the client with a list of recommended tools and spares. These shall be included in the bid. 	
5.	Training	<p>The bidder shall facilitate an on-site and offsite training to be done to technical staff.</p> <p>The on-site training shall be done to 10 technical staff and shall include operation and maintenance of the whole system.</p> <p>Offsite training shall be conducted for 5 technical staff. It shall be structured</p>	

		<p>to provide both theoretical and practical content adequate for T3 certification. It shall be conducted in a certified institution and a course content shall be attached to this document</p> <p><i>(Name of institution to carry out training must be attached together with relevant documents to ascertain their certification to carry out such trainings.)</i> .</p>	
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SECTION VI

SCHEDULE II: GRID - TIE SYSTEM FOR KIPEVU POWER STATION OFFICE BLOCK

Item	Description	Quantity	UoM	Rate (KSH)	VAT	Amount (KSH)
1	System Design, Sizing, Supply, Installation, Testing and Commissioning of a Solar grid-tie Car port system(Populate the price list per item on goods to be procured and services)	1	AU			
2.	Operation and maintenance - Onsite training	10	Pax			
3.	Offsite training for T3 Licensing	5	Pax			
SUB-TOTAL						
16% VAT						
GRAND TOTAL						

***Pricelist shall be comprehensive based on design and shall include cabling works.**

TENDERER'S NAME: _____

TENDERER'S SIGNATURE _____

COMPANY'S RUBBER STAMP _____

DELIVERY PERIOD _____

WARRANTY PERIOD _____

**SECTION VII
STANDARD FORMS**

8.1 FORM OF TENDER

Date _____ Tender No. _____

To: _____
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* 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 install and commission the 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 of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

Note: In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2015** “The tender sum as submitted and read out during the tender opening shall be

absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

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 (*US D/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 of
.....2018.

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 of2018.

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 of

.....2018.

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 of

.....2018

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 Name)	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 of

.....2018.

Suppliers' / Company's Official Rubber Stamp

.....

8.3 TENDER SECURING DECLARATION FORM

TENDER No.....DESCRIPTION.....

We, the undersigned declare that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of three(3) years upon approval by PPARB, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty (30) days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

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

Duly authorized to sign the Tender for and on behalf of:

[insert complete name of Tenderer]-----

Dated on _____,
day of _____, _____ *[Insert date of signing]*
Corporate Seal (where appropriate)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 ____ between
..... [name of the Employer) of [country of the Employer] (hereinafter
called “the Employer) of the one part and [name of the Supplier] of
..... [city and country of the Supplier] (hereinafter called “the Supplier”) of the other
part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed by _____ the _____ (for the Procuring entity

Signed by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.6 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person authorized.

