



KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-ADM-09-2017

**TENDER FOR SUPPLY OF OFFICE FURNITURE AND
ACCESORIES FOR KENYA ELECTRICITY GENERATING
COMPANY.**

(Exclusive to Registered Entities of Women)

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

Website: www.kengen.co.ke

July, 2017

Tender for Supply of Office Furniture and Accessories

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SECTION I INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates under the special group **(Women)** for the **Supply of Office Furniture's and Accessories** whose specifications are detailed in the Tender Document.

Interested eligible candidates may obtain further 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;
c.c flamba@kengen.co.ke , ktele@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 . 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.

Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.

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 **“TENDER FOR SUPPLY OF OFFICE FURNITURE AND ACCESSORIES AT KenGen”** and addressed to:

**Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company Limited
10th Floor, Phase II
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA**

Tenders must be dropped in the tender box located on the ground floor of Stima Plaza iii on or before **5th September 2017 at 10.00am**

There shall be a mandatory pre-bid conference on 30th August 2017 at 10.00am 11th floor of RBS Building

Tenders will be opened on **5th September 2017 at 10.30am in** the presence of the candidates' representatives who choose to attend at Pension Plaza, Ground floor.

SUPPLY CHAIN DIRECTOR

Tender for Supply of Furniture and Accessories



SECTION II

INSTRUCTIONS TO TENDERER

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- 2.2 Eligible goods
- 2.3 Cost of tendering
- 2.4 Contents of Tender document
- 2.5 Clarification of documents
- 2.6 Amendment of documents
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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 **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 it's 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 No tender securities shall be required from small and micro enterprises or enterprises owned by disadvantage groups participating in this tender.
- 2.14.2 Notwithstanding paragraph (1), target groups shall be required to complete and sign the **Tender Securing Declaration Form** set out in the Second Schedule.
- 2.14.3 Any bidder from the target group who fails to adhere to the terms of the Tender Securing Declaration Form shall be liable to debarment pursuant to section 115 of the Act.

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 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 following address:

Company Secretary, Legal & Corporate Affairs Director
Kenya Electricity Generating Company Limited
10th Floor, Stima Plaza Phase II
Kolobot Road, Parklands
P O Box 47936-00100
NAIROBI, KENYA.

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **the 5th September 2017 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

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **5th September 2017 at 10.00am**

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, at **10.30am 5th September 2017** 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
Eligibility	<i>Only prequalified and invited entities from Women registered under Yagpo.</i>
Clarification Request	<i>Bidders with clarification request must sent the request to tenders@kengen.co.ke and copy to flamba@kemgen.co.ke tnjau@kengen.co.ke and must be received not less than 7 days prior to tender closure</i>
Tender Security	<i>Bidders must fill and stamp Tender Securing Declaration Form</i>
Tender validity	<i>Tender validity is 120days</i>
Tender closure	<i>Tender closes on 5th September 2017 at 10.00am</i>
Pre-bid conference	<i>Mandatory on 30th August 2017 at 10.00 am ,11th floor Pension Plaza ii</i>
Evaluation Criteria	<p><i>The bid document will be evaluated as follows</i></p> <p>A.Preliminary Mandatory Requirements <i>Bidder must fulfil all the preliminary requirements to be considered for the next evaluation stage.</i></p> <p>B. Technical Evaluation Requirements.</p> <p>C. Financial Evaluation. <i>The lowest evaluation bidder per item will be considered for award.</i></p> <p><i>Preference and reservation will apply: 15% Margin of preference will apply to bidders who show evidence that the furniture equipment they offer are locally manufacture, locally assembled.</i></p> <p>See the complete evaluation requirements at the end of the table.</p>
Corrupt &Fraudulent	<p><i>KenGen Adheres to high standards of integrity in its business operations.</i></p> <p><i>Report any unethical behavior immediately.</i></p> <p><i>KenGen Call Tip-offs Anonymous system Toll Free: 0800722626</i></p> <p><i>Free Fax: 00800 007788</i></p> <p><i>Email: kengen@tip-offs.com</i></p>



	Visit our web: www.tip-offs.com
Award	<i>Award will be recommended to the lowest evaluated bidder per item.</i>

Evaluation Requirements

A. Mandatory /Preliminary Requirements

- *Attach a copy of Business Registration /Incorporation Certificate.*
- *Attach a valid copy of certificate of Registration in the Target group by either National Treasury or County Government*
- *Duly filled Mandatory Confidential Business Questionnaire.*
- *Duly Serialized, paginated and referenced Table of contents for all the attachments in the bid document*
- *Evidence of Pre-bid conference attendance*
- *Submission of the required number of copies for the tender*
- *Duly filled and signed tender securing Declaration forms*
- *Evidence of bank account in the entities name.*
- *Valid Tax compliance certificate*

N/B: Potential bidders interested in this tender but lack capacity as per the requirement are allowed to form joint ventures with companies with capacity. Under this arrangement, the following conditions applies.

- i. *Bidder must attach a joint venture agreement*
- ii. *Must attach Power of attorney to the JV*
- iii. *The roles of each party to the JV must be defined- The Lead party must be entity owned by the defined special group*
- iv. *Business permit for either party*

All parties to the JV will be severally and jointly liable to the contractual obligations.

All the mandatory requirements must be met for a bidder to proceed for Technical evaluation

B. Technical Evaluation Requirements

- a) Tenderers must submit a copy of manufacturer's authorization to supply products and where the Tenderer is the manufacturer it must be stated in a letter.
- b) Bidder's catalogue/brochure/Technical drawing for the items tendered for will be evaluated to confirm Technical compliance.
- c) Warranty of not less than 5 years MUST be provided for all products.
- d) Tenderers shall provide evidence of after sales support services. This will be evidenced by a list of service outlets to be verified during site visit.
- e) Tenderers MUST submit evidence of Financing in form a letter from a reputable local Bank or Financial Institution OR submit Audited Financial statements for the



last two years (2014 and 2015) with a turnover of at least twenty (20) million shillings per year.

Due diligence exercise shall be carried out including visit of the Tenderer's showrooms to verify specifications of samples of offered products. The products MUST conform to the specifications, dimensions and functionality. Each item offered shall be subjected to assessment as follows:-

The following will be tested.

	Requirement	Assessment
1	Conformity with specifications	YES/NO
2	Functionality – Executive finish	YES/NO
3	Dimensions	YES/NO

Failure to meet the stated conformance requirements shall render the item unsuitable and shall not be considered for financial evaluation.

Only bids that meet the preliminary and technical evaluations shall be considered for financial evaluation

Financial valuation

- a) Items shall be considered separately based on competitive unit price.
- b) The lowest evaluated bid for each item shall be considered for award.
- c) Award to tenderers may be in part or full depending on lowest evaluated unit price.
- d) Shorter delivery period shall be also be considered during the award.



SECTION III:

GENERAL CONDITIONS OF CONTRACT

- 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
- 3.13 Price
- 3.14 Assignments
- 3.15 Sub contracts
- 3.16 Termination for default
- 3.17 Liquidated damages
- 3.18 Resolution of Disputes
- 3.19 Language and law
- 3.20 Force Majeure
- 3.21 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

3.8 **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 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

SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

1. Definitions

(a) “Goods” means “Furniture”.

(b) The “Procuring entity” is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936 - 00100 GPO, Nairobi. Kenya** and includes the Purchaser's legal representatives successors or assigns.

2. Applications

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

3. Performance Security

3.1 The Performance Security shall be in the amount of 1% of the total Contract Price

3.2 The Procuring Entity shall not be required to demonstrate the loss it has suffered.

3.3 Performance Security shall be valid for a minimum of **60** days after shipment in case of Foreign suppliers and, a minimum of **30** days after delivery in case of Local Suppliers.

3.4 Performance Security for Foreign Suppliers shall be discharged by the Procuring Entity and returned to the Suppliers not earlier than 60 days after the date of shipment. For Local Suppliers it shall be discharged after proof of satisfactory delivery and acceptance of the goods under the contract

4. Inspection and Tests

(a) Successful tenderers shall deliver the furniture to KenGen premises and install assemble the units.



- (b) Successful tenderers must offer items with service and spares parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back up for items supplied. An appropriate service contract shall be executed upon award of contract.
- (a) Samples must be availed for inspection and/or testing within 30 days after Acceptance of the offer and submission of the performance bond.

5. Delivery

Delivery should be not later than **30 (thirty) days** within the date of firm order.

6. Payment Terms & Conditions

The credit period shall be:-

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 are in accordance with the contract.

7. Warranty

Supplier to issue warrant for goods to be free of defects in material and workmanship from date of purchase as follows: non-moving metal components for 5 years. Swivel and tilt mechanisms, pneumatic cylinders, casters, base, and all wood and plastic components for 5 years. Upholstery materials for 2 years. Firmness and shabby free seat cushion, fabrics and foam for 2 years.

8. After Sale Service

The Tenderer shall offer after sale services such as assembling, dismantling and re-assembling, and fastening of furniture component and accessories as and when required.



SECTION V

TECHNICAL SPECIFICATIONS

1. The Tenderers shall be required to comply with the description and specification given in the pricing schedule as minimum requirements of the each item.
2. These specifications describe the basic requirements for goods. Tenderes are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. For the products they intend to supply.
3. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
4. All the dimensions 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.
5. The tenderers are requested to present information along with their offers as follows:
 - i) Shortest possible delivery period of each product.
 - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

GENERAL SPECIFICATION

1. All timber material shall be hard wood and machine dressed, with all machine marks sanded out, unless otherwise specified.
2. All manufactured timber products shall be high density fibre boards (HDF boards), with post-formed edges.
3. All surfaces shall be scratch proof and fire resistant.
4. Unless otherwise stated in the pricing schedule, the thickness of boards and timber shall be 25mm. Undersize will not be permitted.
5. The dimensions and thickness stated in the pricing schedule are nominal (unless otherwise stated), that is to say a maximum of 3mm will be allowed for each face.
6. The following tolerances in thickness will be admitted:-
 - (i) 1.6mm over size on pieces up to 25mm in thickness.
 - (ii) 3mm over size on pieces over 25mm and up to 51mm in thickness
 - (iii) 6mm over size on pieces over 51mm in thickness



SECTION VI

SCHEDULE OF REQUIREMENTS

CODE	DESCRIPTION AND SPECIFICATION	QTY
T – 01	<p>Training table Rectangular shaped Should have sturdy stand/base with adequate leg room. Overall measurement approx. Diameter 3100mm x Height750mmH All edges to be post-formed. The base should have sturdy stance. Usage: Canteen and social hall All pieces in scratch. All to approval</p>	24
T - 02	<p>12- seater meeting table Oval-shaped modular with 2 half round ends with executive finishing Tabletop: scratch and heat resistant surface finish. Concealed integrated cable management channels, in-built power module with universal sockets, data and phone sockets and HDMI ports All edges to be post-formed. The base should have sturdy stance.</p>	2
T – 03	<p>16- seater oval-shaped conference table Oval-shaped modular with 2 half round ends with executive finishing Tabletop: scratch and heat resistant surface finish. Concealed integrated cable management channels, in-built power module with universal sockets, data and phone sockets and HDMI ports All edges to be post-formed. The base should have sturdy stance</p>	5
T- 04	<p>Centre low table Measurement approx.L.1200mm x W600mmxH480mm Wooden with scratch, stain and heat resistant surface. Should have a sturdy base.</p>	9
T- 05	<p>Computer table Work surface size: L900X W450X H750mm Scratch and heat resistant HDF boards Other features: CPU compartment, retractable keyboard tray and lockable castor wheels. Integrated cable management channels Should have a sturdy base.</p>	1
T- 06	<p>6-seater round table Overall measurement approx. Diameter 1800mm x Height750mmH Table top to be at least 25mm with in-built integrated power and data cable managements and grommet. Should have sturdy stand/base with adequate leg room. All edges to be post-formed. All pieces in scratch. All to approval</p>	4
T-07	<p>Fiberglass round table Scratch resistant and in white colour Table top 100% molded high polish fibre glass Floor protector pads Tulip shaped and with a sturdy stance Approx. 4ft in diameter &30 inches in height</p>	15



CODE	DESCRIPTION AND SPECIFICATION	QTY
T-08	Fibreglass round table Scratch resistant and in black colour Table top 100% molded high polish fibre glass Floor protector pads Tulip shaped and with a sturdy stance Approx. 2ft in diameter & 30 inches in height	15
T-09	Fibreglass square table Scratch resistant Table top 100% molded high polish fibre glass Floor protector pads Tulip shaped and with a sturdy stance Approx. 3ft in diameter & 30 inches in height	5
D - 01	Straight table 1600mm L x 1400mm W x 750mm H Integrated cable management channels Chemical resistance solid surface top and all edges to be post-formed Should have sturdy base that enables ease of movement Usage: Laboratory	4
D- 02	Workshop desk Lockable hinged sloping work surface. Sloping work area with hardwood lip to stop things sliding off. Desktop is securely fitted onto a fully welded tubular steel frame.	1
WS- 01	Work Stations Measurement approx.: 1800mm L x 1600mm D x 750mm H L - shaped desk Tabletop: sleek, beech finished scratch and heat resistant HDF board All edges post formed Worktop Mounted Grommet for routing Power and Telephone Communication Cables. Should have Integrated Cable Management Channels. Features: Side Return with fixed drawers (2 standard drawers, 1 deep drawer and pencil tray as top drawer) with heavy duty central lock system and a pedestal.	10
WS -02	Work Stations Measurement approx: 1400mm L x 1200mm D x 750mm H L - Shaped desk Tabletop: sleek, beech finished scratch and heat resistant HDF board All edges post formed Worktop Mounted Grommet for routing Power and Telephone Communication Cables. Should have Integrated Cable Management Channels. Features: Side Return with fixed drawers (2 standard drawers, 1 deep drawer and pencil tray as top drawer) with heavy duty central lock system and a pedestal.	104
WS -03	Secretarial/Reception Desk with Counter Overall size not less than 1600mm L x 1200mm D x 750mm H L - shaped desk Tabletop: sleek, beech finished scratch and heat resistant HDF board All edges post formed Worktop Mounted Grommet for routing Power and Telephone Communication Cables with Integrated Cable Management Features: Side Return with drawers (2 standard drawers and 1 deep drawer) with heavy duty central lock system.	4



CODE	DESCRIPTION AND SPECIFICATION	QTY
CH – 01	Executive high back chair in genuine leather High density molded foam seat pan, covered with high quality soft genuine leather. Lean in size 360-degree swivel and adjustable height, Synchronized tilting mechanism Back rest: ergonomic with lumbar support. Should have a sturdy base	54
CH – 02	Executive chair in genuine leather (Medium Back) High density molded foam seat pan, covered with high quality soft genuine leather. Lean in size 360-degree swivel and adjustable height, Synchronized tilting mechanism Back rest: ergonomic with lumbar support. Should have a sturdy base	44
CH - 03	High back office chair - fabric High density molded foam seat pan Lean in size 360-degree swivel and adjustable height, Synchronized tilting mechanism Back rest: ergonomic with lumbar support. Should have a sturdy base.	170
CH - 04	Medium back /operators/control/secretarial chair - fabric High density molded foam seat pan Lean in size 360-degree swivel and adjustable height, Synchronized tilting mechanism Back rest: ergonomic with lumbar support. Should have sturdy base.	347
CH- 05	Banquet seats/training/social hall/canteen chair Features: Mould high density foam Sturdy stance frame & base Fabric should be of optimum tear strength Should be of light weight and stackable	356
CH- 06	Laboratory/cashier/workshop chairs 360 swivel & with a foot ring Back rest: Ergonomic - lumbar support (Mid back) Synchronized tilting back mechanism Sturdy stance frame & base High density molded foam seat pan	49
CH- 07	Plastic Chair UV stabilizer and humidity resistant With armrest and stackable Sturdy stance frame & base Usage: Canteen and Social hall	350
CH - 08	Reception seat 3 seater link chair With a seat and back molded cushion Sturdy stance frame & base With slip prevention rubber felt	92



CODE	DESCRIPTION AND SPECIFICATION	QTY
CH- 9	Visitors seat Should be mid-back High density molded foam seat pan Sturdy stance frame & base Lean in size	117
CH-10	Fibre glass chairs High grade fiberglass frame that is tulip shaped Removable seat cushion Base floor protector pads Naturally stain resistant Smooth 360 degree full circle swivel action To match with the above tables coded T-07, T-08 and T-09 respectively.	100
CA – 01	5-tier, 4-door, half glazed vertical filing cabinets Approx. measurement. L-1800mmxW-800mmxD-400mm. Half glazed with laminated lockable doors with sturdy handles at the lower part of the glazed doors and the upper of the lower doors. All to approval. Shelving to have high intensity structure / height adjustable rack, Features: central lock system All edges to be post-formed. Sturdy stance frame & base	37
CA – 02	5-tier, 2-door, filing cabinets Approx. measurement. L-1800mmxW-800mmxD-400mm. Shelving to have high intensity structure / height adjustable rack, Features: central lock system with sturdy handles All edges to be post-formed. Sturdy stance frame & base	12
CA – 03	Changing Room Lockers Type: Metallic Vent two-compartment / locker door lockers with inbuilt key locks Each locker with either double prong hooks and hanging rail Should have off-the floor base (legged stand base) Anti-tilt, anti-rust. Sturdy stance frame & base	103
CA- 04	Bookshelves 5000mmL x 800mmD x 1800mmH With heavy duty shelves to withstand bulk book weight. Finishing: post-formed edges. With anti-tilt support base. The shelving unit should have crossed bars at the back and sides The shelving unit should have floor shoes	7
CA-05	Side office cabinet/credenza Size: 1200W*500D*600H, Hardwood solids and veneers One adjustable shelf on each side Doors lock separately	1
CA-06	Study Carrels/Reading Desk Blue in color Double faced units All upright panels should be UV cured Ample desktop space Cable management pack Tabletops and panels should have protective edging	30



CODE	DESCRIPTION AND SPECIFICATION	QTY
BF-01	Bulk filing system 6 bay bulk filer With inbuilt deep shelves Doors lock separately	6
GS-01	Glass stand Transparent toughened glass Flat glass surface top with curved legs and has a sturdy stance. Rigid structure that is vibration resistant Lockable castors	1
PB- 01	Swimming pool beds Removable seat cushion with waterproof fabric High grade fiberglass frame Base floor protector pads Naturally stain resistant Weatherproof, cold and hot endurance Adjustable back Sturdy structure	20
SS-01	Medium back height office sofa sets With high density molded foam 2 seater units Sturdy frame structures and base	3

SECTION VII



PRICE SCHEDULE FOR GOODS

CODE	DESCRIPTION AND SPECIFICATION	QTY	Unit Price (Ksh.)	16% VAT of unit price (Ksh.)	Total price (incl. 16% VAT) (Ksh.)
T- 01	Training tables	24			
T- 02	12- seater meeting table	2			
T- 03	16- seater oval-shaped conference table	5			
T-04	Centre low table	9			
T- 05	Computer table	1			
T-06	6 seater round table	4			
T-07	Fibreglass round table	15			
T-08	Fibreglass round table (square)	15			
T-09	Fibreglass round table	5			
D - 01	Straight table	4			
D- 02	Workshop desk	1			
WS- 01	Work Stations	10			
WS -02	Work Stations	104			
WS -03	Secretarial/Reception Desk with Counter	4			
CH – 01	Executive high back chair in genuine leather	54			
CH – 02	Executive chair in genuine leather (Medium Back)	44			
CH - 03	High back office chair - fabric	170			
CH - 04	Medium back/operators/control office chair - fabric	347			

CODE	DESCRIPTION AND SPECIFICATION	QTY	Unit Price (Ksh.)	16% VAT of unit price (Ksh.)	Total price (incl. 16% VAT) (Ksh.)
CH-05	Banquet Seats	356			
CH-06	Laboratory/Cashier/workshop chairs	49			
CH-07	Plastic chairs	350			
CH-08	Reception seats	92			



CODE	DESCRIPTION AND SPECIFICATION	QTY	Unit Price (Ksh.)	16% VAT of unit price (Ksh.)	Total price (incl. 16% VAT) (Ksh.)
CH-05	Banquet Seats	356			
CH-09	Visitors seat	117			
CH-10	Fibreglass chair	100			
CA-01	5-tier, 4-door, half glazed vertical filing cabinets	37			
CA-02	5-tier, 2-door, filing cabinets	12			
CA-03	Changing Room Lockers	103			
CA-04	Bookshelves	7			
CA-05	Side office cabinet/credenza	1			
CA-06	Study Carrels/Reading Desk	30			
BF-01	Bulk filing system	6			
GS-01	Glass stand	1			
PB-01	Swimming pool beds	20			
SS-01	Medium back height office sofa sets	3			

SECTION VIII

TENDER FORM

Tender for Supply of Furniture and Accessories



Date: _____

To: Kenya Electricity Generating Company
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. Box 47946-00100
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 **“Supply of Office Furniture and Accessories”** 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 the goods 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 Kenya Electricity Generating Company Limited.

4. We agree to abide by this Tender for a period of **90 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. 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.

7. We hereby declare that we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this purchase.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____



SECTION I

Tender-Securing Declaration Form

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

Date: of Bid Submission] Tender No. of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy of your notification of the name of the successful Bidder; or
 - (i) Twenty-eight days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

.....

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on day of, [Insert date of signing]



SECTION J

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2017 between **Kenya Electricity Generating Company Limited of Kenya** (hereinafter called “the Procuring entity”) of the one part and..... of..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz “**Supply of Office Furniture**” and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

in the presence of _____



SECTION K

PERFORMANCE SECURITY FORM

(Must be in the Bank's letterhead)

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

WHEREAS*[name of tenderer]*
(hereinafter called "the tenderer") has undertaken, in pursuance of Contract
No. _____ *[reference number of the contract]* dated _____ 20..... for
"Supply of Office Furniture" (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of _____ 20-----.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]



[date]

SECTION L

MANUFACTURER'S AUTHORIZATION FORM

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

WHEREAS

[name of the Manufacturer]

who are established and reputable manufacturers of “Supply of Office Furniture” 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 “Supply of Office Furniture” 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.



ADDENDUM 1 : MANDATORY BUSINESS QUESTIONNAIRE

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

<i>Name of Applicant (S)</i>

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) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business Name...
Certificate of Incorporation / Registration No.
Location of business premises: Country
Physical address Town
Building Floor.....
Plot No. Street / Road
Postal 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
Value Added Tax No.....	

Value of the largest single assignment you have undertaken to date (*US\$/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

Full names
Nationality Country of Origin
*Citizenship details
Company Profile (*Attach brochures or annual reports in case of public companies*)

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.
2.



3.....
 4.....
 Company Profile(Attach brochures)

Part 2 (c) – Registered Company

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:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

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 or corrupt acts with regard to this or any other tender by KenGen and any other public or private institutions.

Full Names
 Signature
 Dated this day of 2017.
 In the capacity of
 Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-
 a)
 b)
 c)
 d)

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 2017
 Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:
 a)
 b)
 c)
 d)



For and on behalf of M/s
 In the capacity of
 Dated this day of 2017
 Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – 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(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....

Contact person (Full Names) E-mail address.....

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Kenya Electricity Generating Company Limited 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 this day of 2017.
 Suppliers' / Company's Official Rubber Stamp

