



KGN-ADM-05-2017

TENDER FOR PROVISION OF LOCAL AND INTERNATIONAL COURIER SERVICES FOR KENYA ELECTRICITY GENERATING COMPANY.

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

April, 2017

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SECTION I

INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the Provision of **Local and International Courier Services** 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;
flamba@kengen.co.ke

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

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 **“PROVISION OF LOCAL AND INTERNATIONAL COURIER SERVICES”** and addressed to:

**Company Secretary & Legal Affairs Director
KenGen Electricity Generating Company Limited
10th Floor, Pension Plaza 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 and must be received on or before: **11th May 2017 at 2.00pm**

Tenders will be opened on **2.30pm, 11th May 2017** in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, and 7th Floor. The company reserves the right to vary the quantities.

SUPPLY CHAIN DIRECTOR

SECTION II
INSTRUCTIONS TO TENDERERS

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2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and 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 services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= . Where the tenderers download documents from KenGen website, there shall be no cost.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4 The Tender documents

- 2.4.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service vi)
Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form x)
Tender security form

xi) Performance security form

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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following Components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 **Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 **Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 **Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 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.

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

2.12 **Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 0.5 – 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement Oversight Authority.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

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

2.12.7 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 30**Or**
 - (ii) To furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **Ninety (90) days** or as specified in the invitation to tender after 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 nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 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.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The Envelopes shall then be sealed in an outer envelope.

The inner and 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 to tender and the words: "DO NOT OPEN BEFORE *11th May 2017 at 2.00pm*"

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **2.00pm, 11th May 2017**

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

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 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.

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **2.30pm, 11th May 2017** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within fifteen (15) days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Notification of award

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 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.

2.26.3 The parties to the contract shall have it signed within **30 days** from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Eligibility	This tender is open to national service providers who meet the tender requirements
Clarification Request	Bidders with clarification request must forward the issue to tenders@kengen.co.ke and copy to flamba@kengen.co.ke and ktele@kengen.co.ke . The request must be received not less than 5 days prior to tender closure. All the issued additional information will be uploaded on KenGen website.
Tender security	Tender security of value Ksh 100,000 must be furnished in the form of Cash ,bank guarantee , or through approved insurance companies and must be valid for at least 30days beyond tender validity
Tender Validity	<i>Tenders must be validity for 90days beyond tender opening</i>
Tender Closure	<i>The tender closes on 11th May 2017 at 2.00pm</i>
Evaluation criteria	<p>A) Preliminary Mandatory Requirements:</p> <ol style="list-style-type: none"> i. Submission of Tender – 1 Original & 2 Copies envelopes of bid. ii. Evidence of Physical address – Utility bill, Rent Agreement or any other proof of physical address (KenGen to site visit for verification) iii. Business Registration Certificate/ Certificate of Incorporation. iv. Valid Tax Compliance Certificate. v. Certificate of registration from Communication Authority of Kenya (CA) vi. Valid Bid Security as required. vii. Duly filled ,signed and stamped Mandatory Business Questionnaire viii. Properly organized, serialized and paginated bid document with referenced table of contents of all the attachments <p><i>Only bidders who meet all the above requirement will be considered for Technical evaluation.</i></p> <p>B. TECHNICAL EVALUATION</p> <p><i>Evaluation of Technical requires will be carried in two stages.</i></p> <p>a. Mandatory Technical requirements</p>

	<p>I. Certified copy of workers injuries benefit insurance cover by the issuing company.</p> <p>II. Proof of Labour law compliance in relation to staff remuneration – Certified letter from Ministry of Labour</p> <p>III. Certified Audited financial report for the last 2 years</p> <p>IV. Marine Insurance Certificate Cover (Goods in Transit Insurance Policy Cover) from a reputable insurance firm</p> <p>V. Professional Indemnity Insurance policy/All Risks Policy</p> <p>VI. Proof of Carriers Liability Insurance cover or equivalent cover</p> <p>B. TECHNICAL CAPACITY. <i>Refer to the detailed technical requirement schedule below. The minimum qualifying marks is 70marks</i></p> <p>D)Financial Evaluation</p> <ul style="list-style-type: none"> ➤ The Lowest Compliant Evaluated bidder shall be considered per schedule. ➤ For local courier service total cumulative figure will be tabulated to for comparison. ➤ For international courier service, cumulative figure for a bidder who demonstrate ability to have worldwide network will be compared
2.27.1	KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.
Corrupt & fraudulent practices	<p><i>‘KenGen Adheres to high standards of integrity in its business operations. Report any unethical behavior immediately. KenGen Call Tip-offs Anonymous system Toll Free: 0800722626 Free Fax: 00800 007788 Email: kengen@tip-offs.com Visit our web: www.tip-offs.com</i></p>

B. TECHNICAL CAPACITY

No.	Description of Criteria	Marks
1	Submission of Work plan/Methodology of execution to demonstrate i) Process Quality ii) Reliability iii) Service delivery/Communication/Liaison iv) Business attitude and default on delivery v) Operational flexibility vi) Turnaround Time	12
2	Existence of Branch Networks i) Within major cities i.e. Nairobi, Mombasa, Naivasha & Embu- 5marks ii) Country wide - 3marks	8
	Security Measures: Proof of track and trace system	20
3	Tools of trade – attach copy log books and the insurance covers i) Vehicle - at least 1 van (5Marks) ii) Motorbike - at least 1 – 3marks iii) Dedicated Staff - at least 3staff - 5marks each	23
4	Physical Facilities List of appropriate consumables related to the services offered (waybills, packaging material) - 1mark List of office and service equipment related to the services provided – bidder to state other facilities apart from those listed in 3 above)- 2Marks	3
5	Minimum staff qualification for at least 3 dedicated staff Diploma and above – 5marks per staff Certificate- 3 marks per staff. Secondary level certificate – 1 mark per staff.	15
6	Financial capacity Turnover – average minimum of Ksh 500,000 and above – 4Marks Positive cash flow – 3Marks Viable financial ratios (liquidity ,acid ,asset)- 9marks	16
7	Experience Tenderers work experience i) Below 3 years (1) ii) 3 to 6 years (2) iii) 7 to 10 years (3)	3

No.	Description of Criteria	Marks
	Total Marks	100
	Minimum qualifying marks is 70%	

KenGen reserves the rights to undertake due diligence on all information provided including unhindered access to the said clients premises to ascertain the Tenderers performance and equipment

SECTION III
GENERAL CONDITIONS OF CONTRACT

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3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) **“The contract”** means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) **“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) **“The services”** means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) **“The Procuring entity”** means the organization sourcing for the services under this Contract.
- e) **“The contractor”** means the individual or firm providing the services under this Contract.
- f) **“GCC”** means general conditions of contract contained in this section g) **“SCC”** means the special conditions of contract
- h) **“Day”** means calendar day

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 **Patent Right's**

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 services under the contract or any part thereof.

3.6 **Performance Security**

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement Oversight Authority.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 **Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 **Payment**

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

3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 **Assignment**

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.

3.10 **Termination for Default**

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 provide any or all of the services within the period(s) specified in the Contract or within any extension thereof granted by the Procuring entity.
- b) if the 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.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by E-mail and confirmed in writing to the other party's address specified in the SCC

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

3.19 Taxes

3.19.1 "**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.

3.19.2 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.

3.19.3 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.

3.19.4 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 3.19.2 above.

Tax Deduction

3.19.5 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.

3.19.6 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

3.19.7 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.

3.19.8 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.

3.19.9 Where the amount in 3.19.8 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 (SCC) shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

3.1

Specify Definitions

- i. “**Schedule of Rates**” means the priced Schedule of Rates forming part of the tender [where applicable].
- ii. “**The Completion Date**” means the date of completion of the Services as certified by the Employer’s Representative.
- iii. “**The Contractor**” refers to the person or corporate body who’s tender to carry out the Services has been accepted by the Employer.
- iv. “**The Contractor’s Tender**” is the completed tendering document submitted by the Contractor to the Employer.
- v. “**Services**” means Provision of Intracity, Local & International Courier Services”.
- vi. “**Days**” are calendar days; “**Months**” are calendar months.
- vii. “**Equipment**” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.
- viii. “**Site**” means the place or places where the Services are to be carried out.
- ix. “**KenGen’s Representative**” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.
- x. “**Specification**” means the Specification of the Services included in the Contract.
- xi. “**Agreement**” means this Agreement made between KenGen and the Contractor including the First and second schedules and to other document forming the Agreement;
- xii. “**Effective Date**” means the date that the services shall commence as stipulated in the Agreement.
- xiii. “**Party**” means either KenGen or the Contractor
- xiv. “**Both Parties**” means KenGen and the Contractor
- xv. “**Rates**” means the costs and charges of the services the Contractor shall provide to KenGen; as provided for in the Second Schedule of this Agreement;

3.1	<p>xvi. “Local and International Courier Services Contract” means the Local and International Courier Services that will be provided to KenGen by the courier Company pursuant to this Agreement and includes any additional or incidental services that may be requested by KenGen from time to time;</p> <p>xvii. “Duties” means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to KenGen as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order.</p> <p>xviii. “Via Post office” means that the contractor will collect mails from the stated post office and deliver them to the addressed station while delivering regular mails.</p>
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3.8

Specify method and conditions of performance

MANAGEMENT MEETINGS

- i. A mandatory Contract top management meeting shall be held quarterly and shall be attended by the Employer's Representative and the Contractor. Its business shall be to evaluate periodic performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer.
- ii. An informal meeting between the supervisor of the contract and KenGen representative shall be held when deemed necessary. Any results from this meeting can be discussed in the quarterly mandatory top management meetings.
- iii. Communication between parties shall be effective only when in writing.

PERFORMANCE APPRAISAL

The employer's representative(s) and the contractor shall on delivery of services conduct a comprehensive assessment/appraisal and record the findings in an agreed format as derived from the delivery schedule. Such records shall form part of subsequent deliberations during bi-annual meetings

PROVISION AND STANDARD OF SERVICE

- (a) The Contractor shall provide services of acceptable standards set by KenGen in the performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of KenGen;
- (b) Delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by KenGen
- (c) If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the courier Company shall immediately and without any delay notify KenGen in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable KenGen shall evaluate the condition and may, at its sole discretion, waive the courier Company's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.
- (d) The contractor shall provide a work plan/methodology which shall be in line with the employer's delivery schedule and shall form part of tender evaluation:
 - i. Equipment and Machines to be used to achieve intended purpose in all areas including vehicles, motor cycles, communication equipment, etc.
 - ii. Emergency or contingency measures for any eventuality.
 - iii. Track and trace System used

STAFF IDENTIFICATION

The contractor shall provide uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate.

PROBATION PERIOD

The Contractor shall provide the services to KenGen on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed or terminated in writing at the discretion of KenGen.

3.17

Specify applicable law

NON PERFORMANCE PENALTY

In the event that the Contractor does not administer the contract in whole or in part, KenGen shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the contractor, services similar to those undelivered, and the contractor shall be liable to KenGen for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the contractor

TERMINATION

KenGen may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:-

(a) By Breach of Contract

- (i) The Contractor frequently fails to provide services of acceptable standards set by KenGen in the performance of this Agreement and
- (ii) The Contractor fails to perform any other obligation under this Agreement.

(b) By Agreement

- i. Either party may terminate the Agreement by giving to the other party Three (3) months' notice in writing or payment of Three (3) months the set fees and charges in lieu of such notice;

On termination of this Agreement, howsoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's premises

CONFIDENTIALITY

The Contractor, its representatives, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of KenGen.

Specify applicable law

SUB-CONTRACT

The contractor shall notify KenGen 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 contractor from any liability or obligation under the Contract.

The contractor shall not at any one time subcontract more than one party to deliver mail to the same destination.

PAYMENT TERMS (GCC 8)

Kenya Electricity Generating Company's payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

The Contractor shall not;

Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

TENDER PRICES

The contract price will be fixed during the term of contract and not subject to variation on any account.

CLAIMS

Notice of all claims by KenGen in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

Specify applicable law

INSURANCE

- a. The Contractor shall insure its Courier Officers engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act negligence or default of KenGen, its servants or agents. The Contractor will indemnify KenGen against all actions, claims and demands in respect of such injury.
- b. The Contractor shall indemnify KenGen of loss incurred due to negligence or default by its servants and agents.
- c. The Contractor shall be required by KenGen to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

CONTRACT DOCUMENTS

The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Contractors Tender
- (3) Letter of Award and Acceptance,
- (4) Special and General Conditions of Contract,
- (5) Technical Specifications,
- (6) Schedule of Rates
- (7) Copy of Performance Bond

INSTRUCTIONS

- i. 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.
- ii. The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

DURATION OF CONTRACT (GCC)

- i. This Agreement shall unless extended by both parties terminate at the end of two (2) years expiry from the commencement date.

Specify applicable law

LIQUIDATED DAMAGES

- a. If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KenGen shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services, per day until actual delivery of services, up to a maximum deduction of 10% of the unperformed services. After this KenGen may consider termination of the contract.
- b. The service provider shall be liable in respect of any loss or damage suffered by KenGen caused by negligence or breach of contract.
- c. On account of Gazetted Public Holidays or any other exceptional circumstances, KenGen shall request the service provider to undertake the service on any other day other than that specified in the contract. The service provider shall be entitled to charge a reasonable fee to reflect the costs incurred.

The contractor will provide the service as follows:

- a. Dedicated internal and intra-city courier services shall be provided on a daily basis as coordinated by KenGen's representatives at the mail registries where the service is applicable.
- b. The contractor shall maintain a record of mails collected and provide the sender with a confirmation of acknowledgement of receipt signed by the addressee
- c. The contractor shall within fourteen (14) days upon acceptance of the Award of the contract and/or before commencement date avail the following:-
 - i. Performance Bond
 - ii. Certified copy of workers injuries benefit insurance cover by the issuing company
 - iii. Labour law compliance in relation to staff remuneration – Certified letter from Ministry of Labour
 - iv. Proof of valid Goods in Transit Insurance Policy Cover) from a reputable insurance firm
 - v. Proof of valid Carriers Liability Insurance cover
 - vi. Copy of Valid CCK certificate.

OTHER CONTRACTUAL CONDITIONS FOR CONSIDERATION

1. This contract shall constitute the entire contract between KenGen and the courier service provider.
2. In this contract, the following expressions shall have the following meanings.
3. **Consignment** – goods or other items which the courier service provider shall be obliged to take to the employer or its agents excluding cash. The bulk of this consignment will be mails.
4. **Delivery Point** – means the address or addresses, which any consignment is to be delivered for the purpose of this contract.
5. **KenGen representative** means the person into whose custody a consignment is authorized to be delivered to by the company at the relevant delivery point.
6. The **services providers** shall be expected to sign a delivery book or notes to be kept at both collection/delivery points every time they deliver or collect consignments.
7. The contract shall run for a period of **one (1)** year with a further one (1) year renewal option upon mutual agreement.
8. Payments shall be made within (30) thirty days after the delivery of the invoices.
9. The charges shall be per 0-5kgs and any additional weight per kilogram.
10. Since the parcels will always contain very important and confidential company documents and/or machine spare parts that are fragile and corrosive, we are looking for a company or firm, which will offer confidential and very safe services.
11. The Tenderer shall be required to indicate their branches countrywide for ease of mail delivery and collection from all KenGen's stations as and when required
12. The KenGen representative shall be the Administration Officer in each station.

13. The service provider shall be liable in respect of any loss or damage suffered by KenGen caused by negligence or breach of contract.
14. On account of Gazetted Public Holidays or any other exceptional circumstances, KenGen shall request the service provider to undertake the service on any other day other than that specified in the contract. The service provider shall be entitled to charge a reasonable fee to reflect the costs incurred.

15. The contractor will provide the service as follows:
 - a) International and local courier services shall be provided on a daily basis as coordinated by KenGen's representatives at the mail registries where the service is applicable.

- b) Local courier service shall be an overnight service where mails are collected from the locations listed in Section E (the schedule of requirements) at 3.45pm and delivered to the addressee by 9.30am the following day.
- c) International courier services shall be provided on need basis.

16. The contractor shall maintain a record of mails collected and provide the sender with a confirmation of acknowledgement of receipt signed by the addressee.

17. For international courier, the contractor shall secure the mails in a tamper and water proof bag.

International courier, the contractor shall secure the mails in a tamper and water proof bag

SECTION V

SCHEDULE OF REQUIREMENTS – LOCAL COURIER SERVICES

A. SCOPE

STATION	LOCATION	DISTANCE	COLLECTION & DELIVERY POINT AT THE STATION	COLLECTION DAYS & TIME	DELIVERY DAYS & TIME	PREFERRED MODE OF TRANSPORT
Head Office- Stima Plaza	Parklands-Kolobot Road	-	Stima Plaza Phase III, 3rd Floor @ the Mail Registry	Monday to Friday @ 3.45 p.m.	Delivery to addressee by 9.30am of the following working day.	
Kipevu	Mombasa Mainland	496 Kilometres from Nairobi and 10 Kilometres from Mombasa	Kipevu Power Station, Mail Registry	Monday to Friday @ 3.45 p.m.	Delivery to addressee by 9.30am of the following working day.	By Air
Olkaria- Naivasha Post Office, Nairobi	Along Moi South Lake Road	125 Kilometres from Nairobi and 36 Kilometres	Post Office in Naivasha, and Geothermal Complex Mail Registry	Monday to Friday @ 3.45 p.m.	Delivery to addressee by 9.30am of the following working day.	

Return journey		from Naivasha town				
Sondu Miriu Power Station- Kisumu Post Office – Return journey	Administration registry office located 2 Kilometres off Katito-Kendu Bay Road from Kolweny Centre	60 Kilometres from Kisumu City which is 350 Kilometres from Nairobi	Post Office in Kisumu and Sondu Miriu Power Station Administration (registry Office)	Monday to Friday @ 3.45 p.m.	Delivery to addressee by 9.30am of the following working day.	
Gogo- Migori Town	Gogo-Migori Road	450 Kilometres from Nairobi to Migori	Delivery/Collection to be done in Migori Town	Every Monday and Friday only @ 3.45 p.m.	Delivery to addressee by 9.30am of the following working day	
Kitale Town office to Turkwel Power station	For collection by Turkwel Power station at Kitale Town Office.	380 Kilometres from Nairobi to Kitale	Delivery/collection to be done at Kitale Town Office	Monday to Friday @ 3.45 p.m...	Delivery to addressee by 9.30am of the following working day.	
Kitale to Sondu Miriu direct	Mail delivery from Kitale Office to Sondu Miriu Power station and vice versa.	200 kilometers from Kitale to Sondu Miriu Power Station	Delivery / Collection in Kitale Office and Sondu Miriu Office	Monday to Friday 9.00 am – 3.45 pm	Delivery to addressee by 9.30am of the following working day.	

Gitaru-Embu Post Office- Nairobi and Return Journey	Off Embu / Kangonde / Garissa / Road	Through Embu – 200 Kilometres	Administration Office at Gitaru	Monday to Friday @ 2.00 p.m.	Delivery to addressee by 9.30am of the following working day.	
Tana Power Station- Farab Offices - Nairobi and Return	Off Nairobi- Nyeri highway just before Tana bridge	82 Kilometres from Nairobi and 20 metres off Nairobi – Nyeri highway just before Tana bridge	Post Office in Murang’a town and Administration Office Tana Power Station- Farab Offices	Monday to Friday @ 2.00 p.m.	Delivery to addressee by 9.30am of the following working day.	
Wanjii - Nairobi and Return	Off Nairobi- Murang’a Road	80 Kilometres from Nairobi and 2 Kilometres from Nairobi – Murang’a Road	Administration Office at Wanjii Power Station	Monday to Friday @ 2.00 p.m.	Delivery to addressee by 9.30am of the following working day.	

NOTE

- i) Collection and deliveries of Mail/Parcel to and from Turkwel will be done at KenGen appointed office in Kitale Town
- ii) Collection and deliveries of Mail/Parcel to and from Gogo will be done at Kengen appointed office in Migori Town

SCHEDULE OF REQUIREMENTS – INTERNATIONAL COURIER SERVICES

- vii. The pickup of mail shall be done as and when required from Stima Plaza or any other KenGen Station for delivery to the addressee.
- viii. The firm shall provide a list of its zones and their respective countries.
- ix. Firms shall ensure that the mails are secured and tracked using an online traceable tracking system

ZONE	RATES LETTERS First 0-5 Kgs.	RATES PARCELS First 0-5 Kgs.	RATES LETTERS For Additional weight/kg.	RATES PARCELS For Additional weight/ kg.	TRANSIT TIME	TRACK AND TRACE SYSTEM
1						
2						
3						
4						
5						
6						
7						
8						

Partial filling of the above table with the required items will be disqualified

SECTION VI

PRICE SCHEDULE FOR THE SERVICES

In the Table below, indicate as appropriate the Regions(s)/Sub-Region(s) where you wish to be considered for provision of courier services. The prices quoted in this table shall be **NET, INCLUSIVE OF VAT**.

The security surcharge shall remain fixed for the entire period of the tender

i. LOCAL COURIER SERVICES

COURIER SERVICE	PER TRIP CHARGE FOR 0-5 KGS (KSHS)	APPLICABLE VAT (16%) (Kshs)	TOTAL CHARGE FOR 0-5 KGS (Kshs)	CHARGE FOR ADDITIONAL WEIGHT PER KG. (Kshs)
From Stima Plaza to Gitaru Central Office via Embu Post Office				
Gitaru to Stima Plaza				
Stima Plaza to Kipevu, Mombasa				
Kipevu to Stima Plaza				
Stima Plaza- Kitale Office				
Kitale to Stima Plaza				
Stima Plaza- Olkaria via Naivasha Post Office-				

Olkaria – Stima Plaza				
Stima Plaza-Sondu Miriu via- Kisumu Post Office				
Sondu Miriu to Stima Plaza				
Stima Plaza- Migori G4S office				
Migori to Stima Plaza				
Stima Plaza via Muranga Post Office - Tana				
Tana via Muranga Post Office to Stima Plaza				

NB: via Post office means that the contractor will collect mails from the stated post office and deliver them to the addressee station while delivering regular mails.

Rates for the First 0- 5 Kilograms

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

ii. **INTERNATIONAL COURIER SERVICES**

When pricing all firms shall adhere to the format hereunder.

ZONE	RATES LETTERS First 0-5 Kgs.	RATES PARCELS First 0-5 Kgs.	RATES LETTERS For Additional weight/kg.	RATES PARCELS For Additional weight/ kg.	TRANSIT TIME	TRACK AND TRACE SYSTEM
1						
2						
3						
4						
5						
6						
7						
8						

Attach your countries zone chart.

NAME OF TENDERER:

ADDRESS:

TEL. NO:

SIGNATURE:

DATE:

OFFICIAL STAMP:

(RUBBER STAMP

REFEREE FORM

This form is to be completed by three (3) referees. KENGEN shall contact the organization to verify the information submitted herein. (one (1) copy per referee)

Referee Company Name _____

Physical Address _____

Website _____

Contact Person _____

Designation _____

Office Telephone Number _____

Email address _____

Type of goods/services provided _____ by applicant _____

Value of business last awarded _____

Volume of business in the last two (2) years _____

How do you rate this service provider?

		Poor	Good	Very Good
a)	Competitiveness	_____	_____	_____
b)	Quality Consistency	_____	_____	_____
c)	Delivery	_____	_____	_____
d)	Customer Service	_____	_____	_____

Sign _____ Date _____

TENDER SECURITY FORM
(To be on the Banks Letterhead)

WHEREAS [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for [name and/or description of the equipment] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that **WE** of having our registered office at (hereinafter called “the Bank”), are bound unto the **Kenya Electricity Generating Company Limited** (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to you, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _day of _____20 __

THE CONDITIONS of this obligation are:-

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

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

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

[Signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

FORM OF TENDER

Date _____
Tender No. _____

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

COURIER SERVICES FOR KENGEN PREMISES AND POWER STATIONS

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 provide the services (..... *(Insert service 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 provide the services in accordance with the service 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 *[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. 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 2016 “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/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical addressTownBuilding.....Floor.....Plot No.Street / RoadPostal AddressPostal / Country Code.....Telephone No's.....Fax No's.E-mail addressWebsite

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 (USD/KShs)..... Was this successfully undertaken? Yes / No.(If Yes, attach reference) Name (s) of your banker (s)..... Branches Tel. No's.

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

- 1.
- 2.

Company Profile(Attach brochures)

Part 2 (c) – Registered Company (if applicable)

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 thisday of2017.

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 thisday of2017.

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 thisday of2017.

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 thisday of2017

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 or j) – 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 of2017.

Suppliers' / Company's Official Rubber Stamp

CONTRACT FORM

THIS AGREEMENT made the _____ Day of _____ 20____ between..... [name of procurement entity] of[country of Procurement entity](hereinafter called “**the Employer**”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “**the Supplier**”) of the other part.

WHEREAS the procuring entity invited tenders for certain Services. Viz.....[brief description of services] and has accepted a tender by the tenderer for the provision of those services in the sum of[contract price in words and figures]

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, viz.:
 - a) The tender form and price schedule submitted by the tenderer
 - b) The schedule of requirements
 - c) The technical specifications
 - d) The General Conditions of Contract
 - e) The Special Conditions of Contract, and
 - f) The procuring entity’s Notification of award and the bidders acceptance
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 materials and spares 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 materials and spares 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 _____.

PERFORMANCE SECURITY FORM

(To be on the Banks Letterhead)

To:

[Name of the Procuring entity]

WHEREAS..... [name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 2017 ____ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for 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:

NOW 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 2017

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)