



# KenGen

**KENYA ELECTRICITY GENERATING COMPANY LIMITED**

## **KGN-ADM-07-2016**

**TENDER FOR PROVISION OF FUMIGATION SERVICES FOR KENYA  
ELECTRICITY GENERATING COMPANY FOR TWO YEARS**

*(EXCLUSIVE TO SPECIAL GROUPS)*

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

**September, 2016**

*Tender for fumigation services for KenGen Premises and Power Stations for year 2016-2018*

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**SECTION I**  
**INVITATION TO TENDER**

Kenya Electricity Generating Company Limited (KenGen) invites sealed tenders from eligible candidates for the Provision of fumigation services whose specifications are detailed in the Tender Document.

The target pests to be controlled include: Rodents, Safari ants, cockroaches, houseflies and blue flies, mosquitoes, bees and wasps, spiders, bedbugs, fleas, sugar ants, termites, woodworms, bees, weevils, rats, mice, snakes and bats.

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](mailto:tenders@kengen.co.ke);  
[flamba@kengen.co.ke](mailto: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](http://www.kengen.co.ke) and [www.suppliers.treasury.go.ke](http://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**. 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 duly filled, signed and stamped Tender Securing Declaration form in the format specified in the tender document and must be submitted in a plain sealed envelope and marked **“FUMIGATION SERVICES FOR KENGEN PREMISES AND POWER STATIONS FOR TWO YEARS”** and addressed to:

**Company Secretary & Legal Affairs Director**  
**Kenya Electricity Generating Company Limited**  
**10<sup>th</sup> Floor, RBS floor**  
**Kolobot Road, Parklands**  
**P O Box 47936 - 00100**  
**NAIROBI, KENYA**

On or before: **31<sup>st</sup> October 2016 at 10.00am**

Site visits is mandatory and bidders must ensure the visit all the scope of interest with official working hours before tender closure.

Take note of the pre-bid conference which is mandatory as per the schedule and eligibility in the tender document

Tenders will be opened immediately thereafter **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**

### Eligibility and Pre-bid conference schedule

No	Region	Power Stations	Eligibility	Pre-bid conference Date	Venue
1	Nairobi	Nairobi South Central workshop Embakasi Gas Turbine Ngong	Youth	10 <sup>th</sup> October 2016 at 2.00pm	7 <sup>th</sup> Floor,RBS Building
2	Naivasha-Olkaria	Olkaria power stations	Women	12 <sup>th</sup> October 2016 at 2.00pm	Social Hall lake view Estate
3	Eastern Hydro – Upper Tana	Masinga Kamburu Gitaru Matendeni Kindaruma Kiambere	Women	14 <sup>th</sup> October 2016 at 2.00pm	Kamburu Social Hall
4	Western Hydros	Turkwel Sundu & Sang'oro Sosiani Gogo Muhoroni	Women	18 <sup>th</sup> October 2016 at 2.00pm	Social Hall-Sundu
5	Eastern Hydros -Lower Tana	Sagana falls Wanji,Mesco & Mathioya Tana Power stations Ndula Tana Ferab Offices	Persons Living with Disabilities	24 <sup>th</sup> October 2016 at 2.00pm	Social Hall-Tana
6	Mombasa	Kipevu Power Station	Persons Living with Disabilities	26 <sup>th</sup> October 2016 at 2.00pm	Kipevu Training Centre

**Note the following**

1. Bidders must ensure they visited the areas as per the scope within official working hours before tender closure.
2. Pre-bid conference will be held as per the schedule and bidders to note the eligibility and the areas of preference as defined by the table.
3. Pre-bid conference will form a forum where issues will be clarified to the bidders.
4. Deliberations of the pre-bid conference will form part of the bidding process and subsequently contractual references.
5. Lack of pre-bid conference nor evidence of site visit will lead to automatic disqualification

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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

***Tender for fumigation services for KenGen Premises and Power Stations for year 2016-2018***

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 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. (Indicate Specific Amount)

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.

### **.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 **31<sup>st</sup> October 2016 at 10.00 a.m.**"

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 **31<sup>st</sup> October 2016 at 10.00 am**

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 not 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 **10.30am, 31st October 2016** 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 22.3 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

Instruction clause	<b>Particulars of appendix to instructions to tenderers</b>
Eligibility	The tender is exclusive to Registered Entities owned by Youth, Persons Living with Disabilities
Clarification by bidders	<p>Clarification period for bidders is not later than 5 days prior to tender closure. Clarification request should be sent to <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a> and copied to <a href="mailto:flamba@kengen.co.ke">flamba@kengen.co.ke</a> and <a href="mailto:enjoroge@kengen.co.ke">enjoroge@kengen.co.ke</a>, The client shall respond to clarification request not later than 3 days to tender closure</p> <p>Bidders are advised to be checking KenGen website from time to time for any uploaded information on the tender</p>
Tender Security	<p>No tender security payable will be furnished. However, notwithstanding the above, bidders in the target group shall fill, sign and stamp tender securing declaration form herein the tender.</p>
Submission of bid document	Number of copies to be submitted is One Original and Two copies of the bid documents correctly labelled as Copy and Original in outer envelope labelled and marked as ‘ <b>TENDER FOR PROVISION OF FUMIGATION SERVICES</b>
Tender closing date and opening	Tender closes on <b>31<sup>st</sup> October 2016 at 10.00 a.m.</b> and will be opened immediately thereafter in the presence of bidder representatives who choose to attend at Stima plaza phase iii
Site visits	<p>Bidders must organize to visit any site of interest as per the scope and edibility within official working hours but before tender closure. Pre-bid conference will be held as per the schedule in the tender document The tenderers at their own responsibility and cost <b>MUST</b> visit and examine the sites of assignment to ascertain and acquaint themselves with the surroundings, environmental conditions and communities living within and around assignment areas and obtain all the information that may be necessary for preparing the tender</p>
Evaluation of bids	<p><b>Mandatory requirements</b></p> <ul style="list-style-type: none"> <li>i) Submission of Original &amp; Copy of the bid document</li> <li>ii) Business Registration Certificate/ Certificate of Incorporation.</li> <li>iii) Proof of bank account bearing the name of the business. (Not statement)</li> <li>iv) Mandatory Business questionnaire. All sections of the questionnaire must be filled in. Failure to duly complete the confidential business questionnaire will automatically lead to disqualification.</li> <li>v) Valid Certificate of Registration in the Target Group.</li> <li>vi) Evidence of site visit and attendance of pre-bid conference</li> </ul>

	<p>vii) Proper organization of bid document – the bid document must be organize, serialized and paginated</p> <p>viii) Duly signed, filled and stamped tender securing declaration form.</p> <p><i>(Failure to submit any of the above requirements shall lead to automatic disqualification from further evaluation).</i></p> <p><i>Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification. KENGEN reserves the rights to verify and authenticate above information with the relevant Authority and any forgery in any one of the above lead to disqualification and render the tenderer’s bid non-responsive. Further, note that you may be required to produce original Certificates for ease of verification. The procuring entity reserves the right to carryout independent investigations to verify the accuracy of information provided.</i></p> <p><b>Technical Evaluation.</b></p> <p><i>-Bidders must provide work plan and methodology of how the contract will be carried out.</i></p> <p><i>-Bidder must provide a copy of certified Environmental Safety and Health Policy related to the service tendered for.</i></p> <p><i>-Bidder to attach CVs of at least 3 staffs who will be dedicated in carrying out the service. (minimum qualification is certificate )</i></p> <p><b>Financial Evaluation</b></p> <ul style="list-style-type: none"> <li>- The eligibility of the bidders as per the schedule in the tender will be verified and bidders must quote as per the eligibility.</li> <li>- The lowest evaluated bidder per schedule /site will be considered for the award.</li> <li>- Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied</li> </ul>
Award Conditions	<p><b>The successful bidder must ensure they have</b></p> <ul style="list-style-type: none"> <li>- Qualified personnel</li> <li>- well documented Environmental health and safety policy</li> <li>- Must be licensed by National Pest control Board</li> <li>- other requirements as set in the special conditions</li> </ul>
Performance security	<p>Performance security may be requested from successful bidders and value will be 1% of the contract value.</p>

## SECTION III

### GENERAL CONDITIONS OF CONTRACT

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- 3.1 Definitions
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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 superseded 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 anytime 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.

General conditions of contract reference	Special conditions of contract
3.1	<p style="text-align: center;">Specify definitions</p> <ul style="list-style-type: none"> <li><b>i.</b> “<b>Bill of Quantities</b>” means the priced and completed Bill of Quantities forming part of the tender</li> <li><b>ii.</b> “<b>The Completion Date</b>” means the date of completion of the Services as certified by the KenGen’s Representative.</li> <li><b>iii.</b> “<b>A Defect</b>” is any part of the Services not completed in accordance with the Contract.</li> <li><b>iv.</b> “<b>Damage</b>” is any damage caused to persons, property or plants while executing or as a result of fumigation services.</li> <li><b>v.</b> “<b>Equipment</b>” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.</li> <li><b>vi.</b> “<b>Site</b>” means the place or places where the Services are to be carried out.</li> <li><b>vii.</b> “<b>Unit</b>” means area of assignment.</li> <li><b>viii.</b> “<b>Rates</b>” means the costs and charges of the services the Contractor shall provide to KenGen as provided for in the Second Bill of this Agreement;</li> <li><b>ix.</b> “<b>Materials</b>” are all supplies, including consumables, used by the Contractor in carrying out the Services.</li> <li><b>x.</b> “<b>Chemicals applied</b>” are consumables that are recommended/approve</li> <li><b>xi.</b> “<b>Application of the chemicals</b>” means apply chemical using appropriate method.</li> </ul>

3.1	<p><b>xii.</b> “<b>Duties</b>” 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 Bill of this Agreement; or any other assignment directed on request by signing of a Temporary Services Order.</p> <p><b>xiii.</b> “<b>KenGen’s Representative</b>” is the person appointed by KenGen and notified to the Contractor for the purpose of supervision of the Services.</p> <p><b>xiv.</b> “<b>A Variation</b>” is an instruction given by the KenGen’s Representative that varies the Services.</p> <p><b>xv.</b> “<b>Poor performance</b>” fumigation service which does not eliminate, bait or repel targeted rodents, pests or insects</p> <p><b>xvi.</b> “<b>Fumigation Services</b>” means executing fumigation services to KenGen offices and Power Stations (inside buildings, manholes, and open areas/compounds) by baiting, application of repellents and eradicated treatment rodents, pests and insects as specified in this contract using the recommended chemicals as specified by the Pest Control Board and by Laws. The rodents, pests and insects include but <b>not limited</b> to :- cockroaches, houseflies and blue flies, mosquitoes, bees and wasps, spiders, bedbugs, fleas, sugar ants, termites, woodworms, bees, weevils, rats, mice, snakes, bats and or any undesired, dangerous insect and pest.</p>
3.3 3.3.2	<p style="text-align: center;"><b>Specify Standards</b></p> <p style="text-align: center;"><b>Instructions</b></p> <p>The Contractor shall give details of the chemical being administered at any time of service and the measurements used during the preparation. The Contractor shall carry out all instructions of the KenGen Representative that are in accordance with the Contract and other statutory requirement set by Laws of Kenya.</p>

3.3.3	<p style="text-align: center;"><b>Management Meetings</b></p> <p>A Contract management meeting shall be held periodically and attended by KenGen’s Representative and the Contractor. Its business shall be to review the work progress. KenGen Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and KenGen. The responsibility of the parties for actions to be taken shall be decided by KenGen’s Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.</p>
3.3.4	<p style="text-align: center;"><b>Settlement of Disputes</b></p> <p>Any dispute arising out of the Contract, which cannot be amicably settled, between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.</p>
3.3.5  3.3.6	<p style="text-align: center;"><b>Assignment</b></p> <p>The Contractor shall not assign or sub-contract any of its rights under this Agreement.</p> <p style="text-align: center;"><b>Sub-Contract</b></p> <p>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</p>

3.3.7	<p><b>Safety</b></p> <p>a) The Contractor shall be responsible for the safety of all activities on the Site.</p> <p>b) The Contractor shall provide sign plates at and around the working area indicating vital working information and warning of potentially risky areas such as “Use Eye Protectors”, “Use Ear Protectors” etc in accordance with the Laws of Industrial Safety. The Contractor shall be liable for any injuries inflicted to both KenGen’s and Contractor’s personnel and equipment provided such injuries were caused and or contributes by negligence, lack of or insufficiency of such signboards. The services shall not commence before the above requirements have been met.</p> <p>c) The chemicals applied shall have no side effects on furniture and fittings, office equipment, human health and the plants within the prescribed areas. The contractor is required to produce evidence in form of brochures or otherwise from the manufacturers giving indications and contra-indications with reference to the aforesaid life forms.</p>
3.3.8	<p><b>Claims</b></p> <p>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.</p>
3.3.9	<p><b>Bill of Quantities</b></p> <p>a) The Bill of Quantities shall contain the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bill of Quantities for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bill of Quantities.</p>

<p>3.3.10</p>	<p>b. The areas to be fumigated include the inside of the offices, power station plants, stores and schools and the immediate surrounding compounds of the same premises, manholes, estates and staff camps. Application of the chemicals is to be by an appropriate method. The physical locations of the areas to be serviced and their respective dimensions are detailed in the BQs. Fumigation exercise must cover the area of application in accordance with the provisions of the specs for the particular Bill.</p> <p><b>Staff Identification and Protective Wear</b></p> <p>a. The contractor shall provide branded uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate. Uniforms refer to shirt/blouse, pair of trouser/skirt or dress, and shoes/gumboots. The brand name/label <b>MUST</b> be conspicuously displayed on the uniforms for easy identification. Braded T-shirts is optional for weekend dress down.</p> <p>b. The contractor shall provide to KenGen a list of staff and the copies of their National Identity Cards and Certificates of Good Conduct for each staff. Where there are changes in staffing KenGen should be notified prior to deployment of the new staff.</p>
<p>3.3.11</p>	<p><b>Insurance</b></p> <p>The Contractor shall insure its servants 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</p>

3.3.12	<p><b>Staff Qualifications</b></p> <p>The contractor staff MUST have the under listed qualifications:</p> <ul style="list-style-type: none"> <li>(a) Relevant Certificates in pest control from a recognized institution.</li> <li>(b) Good communication skills</li> <li>(c) Certificate of Good Conduct.</li> </ul> <p>The contractor shall undertake basic training of his staff on Environmental Management, Occupational Safety and Health, First Aid, Handling of hazardous Chemicals and any other relevant training as prescribed by existing laws once contracted.</p> <p>The contractor should have a license by National Pest Control board</p>
3.3.13	<p><b>Performance Appraisal</b></p> <p>After every time service has been provided the employer's representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the Bill of Quantities. Such records shall form part of performance evaluation during and at the end of the probation period, subsequent deliberations and or action as stipulated in above clauses. The performance evaluation form is attached. This form will be customized to reflect the scope derived from the Bills of Quantities in the various locations.</p>
3.3.14	<p><b>Defects and Damages</b></p> <ul style="list-style-type: none"> <li>a) KenGen's Representative shall give notice to the Contractor of any defects and or damages caused by the chemicals or staff negligence resulting from the</li> </ul>

<p>3.3.15</p>	<p>c. Every time notice of a defect is given, the Contractor shall correct the notified defect and/or damages. If the Contractor has not corrected a defect or rectified damage at the time agreed, KenGen’s Representative will assess the cost of having the defect corrected or rectified damage by other parties and such cost shall be deducted from the Contract Price.</p> <p><b>Security and Insurance of Equipment and Personnel</b></p> <p>a) The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Services, materials and premises; and loss of or damage to property.</p> <p>b) The Contractor shall be responsible for the security of their own property at Site</p> <p>c) The Contractor shall indemnify and keep indemnified KenGen, KenGen employees, KenGen agents against loss or damage to property or bodily injury sustained by the Contractor or Contractor’s personnel by reason of any act, omission or neglect of the Contractor, their personnel or agents whilst performing their duties within the scope of their employment with the Contractor. This indemnity shall include any loss, damage, injury or any consequential or indirect loss sustained by KenGen or its employees or agents or third parties lawfully on the Contractor’s Site by reason of any act or omission or neglect of the Contractor, their personnel or agents.</p>
<p>3.3.16</p>	<p><b>Liquidated Damages</b></p> <p>The Contractor shall pay liquidated damages to KenGen at the rate 0.5% of the Contract price. KenGen may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.</p>



3.3.17	<p><b>Contract Documents</b></p> <p>The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;</p> <ol style="list-style-type: none"> <li>1. Agreement</li> <li>2. Letter of Award</li> <li>3. Contractor’s Tender</li> <li>4. Conditions of Contract</li> <li>5. Specifications</li> <li>6. Schedule of requirements</li> </ol>
3.3.1.1	<p>ify Standards</p> <ol style="list-style-type: none"> <li>1. Item</li> <li>2. Description</li> <li>3. Duration</li> <li>4. Quarterly unit price</li> <li>5. Total annual cost</li> </ol> <p><b>Corrupt or Fraudulent Practices</b></p>
3.17	<p>KenGen requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, KenGen:-</p> <p>defines, for the purposes of this provision, the terms set forth below as follows:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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 KenGen, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KenGen of the benefits of free and open competition;</li> <li>iii. 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.</li> </ol>

<p>3.17.2</p>	<p>iv. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.</p> <p><b>Non-Performance Penalty</b></p> <p>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.</p> <p>Nonperformance shall also include:-</p> <ul style="list-style-type: none"> <li>a) Failure by the contractor to manage their affairs hence occasioning their staff to result to industrial action.</li> <li>b) Where the contractor fails to comply to the minimum wage as prescribed by the Ministry of Labour from time to time.</li> <li>c) Failure by the contractor to provide protective clothing to their staff as prescribed.</li> <li>d) Failure by the contractor to perform services of acceptable standards set by KenGen.</li> </ul>
<p>3.17.3</p>	<p><b>Confidentiality</b></p> <p>The Contractor, its staff 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.</p>

3.17.4	<p><b>Inducement/Payment of Commission and Corrupt Gifts</b></p> <p>The Contractor shall not;</p> <ol style="list-style-type: none"> <li>a. 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.</li> <li>b. 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.</li> </ol>
3.18	<p><b>Notices</b></p>
3.18.1	<p><b>Notice Addresses</b></p> <p>Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or</p> <p style="padding-left: 40px;">by</p> <p>facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee</p> <p style="padding-left: 40px;">within</p> <p>Three (3) days of posting or 24 hours if sent by</p> <p style="padding-left: 40px;">facsimile</p> <p>transmission or by electronic mail</p>

## SECTION V

### TECHNICAL SPECIFICATIONS

#### Specification Details

- 1.1 The areas to be fumigated include the inside of the offices, power station plants, stores and schools and the immediate surrounding compounds of the same premises, manholes, estates and staff camps.
- 1.2 Application of the chemicals is to be by an appropriate method. The physical locations of the areas to be serviced and their respective dimensions are detailed in the BQs.
- 1.3 Fumigation exercise must cover the area of application in accordance with the provisions of the specs for the particular Bill.

The exercise shall entail fumigating KenGen offices and Power Stations (inside buildings, manholes, and open areas/compounds) by baiting, application of repellents and eradication treatment rodents, pests and insects as specified in this contract using the recommended chemicals as specified by the Pest Control Board and by Laws. The rodents, pests and insects include but **not limited** to :- cockroaches, houseflies and blue flies, mosquitoes, bees and wasps, spiders, bedbugs, fleas, sugar ants, termites, woodworms, bees, weevils, rats, mice, snakes, bats and or any undesired, dangerous insect and pest.

- 1.4 The chemicals applied must have no side effects on furniture and fittings, office equipment, human health and the plants within the prescribed areas. The contractor is required to produce evidence in form of brochures or otherwise from the manufacturers giving indications and contra-indications with reference to the aforesaid life forms.
- 1.5 The chemicals applied must be those that are recommended/approved by the National Pest Control Board and by Law.
- 1.6 The frequency of the fumigation should be on quarterly basis (3 months periodic). The chemicals applied must be potent for the period in between the fumigating intervals failure to which the contractor shall bear the cost of repeat job or give credit note for job not well done or compensate damage incurred as a result of poor performance or otherwise defined under Section D - special conditions of the tender.
- 1.7 There will be a mandatory induction by areas safety officer and the firm together with employees must abide by the safety requirements
- 1.8 The firm to provide materials data sheet for all chemicals to be used and job safety analysis for the works

## 1.9 **Obligations Of The Contractor**

The Contractor besides carrying out all obligations to be performed or observed as stipulated in this Contract, the cost of which is deemed to be included in the Contractors charges for fumigation services, shall undertake the following:

### 1.9.1 **Mobilizations and Demobilization**

The Contractor upon receiving the letter of award shall mobilize all materials, goods, tools, equipment and personnel to site ready to commence carrying out fumigation.

### 1.9.2 **Facilities to be provided by the Contractor**

The Contractor shall provide all materials, goods, consumables, tools, equipment etc. and manpower required to perform the fumigation.

All material, goods and consumables and the tools and equipment shall remain the property of the Contractor. The contractor shall ensure that their equipment is safe and in good operating conditions at all times. The contractor has a duty of care and shall be held liable for any accidents/or incidents to KenGen staff and the environment occasioned by their negligence while on duty. All precautions must be put in place, including warning signs, securing sprayed areas etc.

### 1.9.3 **Contractor's Personnel, Transport and Accommodation**

a) **Contractor's Personnel:** The Contractor shall provide fully qualified and experienced Personnel to carry out the Services. As part of their tender, the tenderer shall provide C.V's, certificate of good conduct of operators they propose to provide in performing the Contract.

b) **Medical Care:** The Contractor shall be liable for all medical expenses of their personnel. The successful tenderer shall maintain a well stocked First Aid Box on Site at all times. However, KenGen will make available to the Contractor its own medical facilities in the event of an accident to or sudden illness of the Contractor's Personnel. Where KenGen medical facilities are used, KenGen will only provided such first aid assistance as is available, until the Contractor is able to arrange for proper medical treatment.

c) **Transport and Accommodation:** Transportation of Contractors' Personnel, goods, materials, consumables, tools and equipment to and from Site or any other movement that the Contractor might want to make in order to meet their obligations in this Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be deemed to be included in the Contract price and shall not be shown separately. Mobilization and Demobilization costs shall however be quoted separately as per the Bill of Quantity and Prices Bill Table Below.

While working at Site, the Contractor shall provide accommodation for their personnel outside the KenGen premises.

### 1.10 **Standard of fumigation Checklist**

The Contractor shall perform the services and carry out their obligation with due diligence.

A checklist for each Bill must be availed by the Contractor to KenGen's Representative for certification. Format to be discussed after award.

## 1.11 **OBLIGATIONS of KENGEN**

### 1.11.1 **Provision of Site**

KenGen shall provide the Contractor with access to the working areas /spaces.

The Contractor or their personnel will be free to use water on Site supplied by KenGen at no cost to the Contractor. If it is necessary that additional installations are required beyond what KenGen has already provided, this will be the responsibility of the Contractor.

### 1.11.2 **KenGen Personnel**

KenGen will provide a Labour supervisor / foreman to assist the contractor with logistical support during the fumigation exercise.

### 1.11.3 **Certification**

KenGen's Representative or his appointee on Site shall verify completeness of each fumigation exercise by the Contractor. A duly filled checklist bearing all the details of the Services as required shall be presented. Upon KenGen Representative or his appointee on site approving the work as meeting the required specification, the approving person shall sign and enter an appropriate remark on the checklist. KenGen shall thereafter treat the area as having been satisfactorily fumigated.

**SECTION VI  
SCHEDULE OF REQUIREMENTS**

For an outline of standards check in special conditions clause 3.3.1.1

**CENTRAL OFFICE**

**NAIROBI SOUTH POWER STATION**

The Nairobi South Power Station is located on the junction of Lunga Lunga and the Outer Ring road next to Ibera-Africa Power Station.

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF SERVICES (SCOPE OF SERVICES)	COST PER QUARTER	TOTAL ANNUAL COST
<b>Offices and Compound</b>				
<b>1.0</b>	Staff quarters per house			
<b>2.0</b>	Compound			
<b>3.0</b>	Toilets			
<b>Total Cost in KShs.</b>				
<b>16% VAT</b>				
<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				

## CENTRAL WORKSHOP, MOMBASA ROAD

The Electrical plant Services Workshop is located on Old Embakasi Airport Road toward Metro Supermarket about 200 meters off the main road.

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF SERVICES (SCOPE OF SERVICES)	COST PER QUARTER	TOTAL ANNUAL COST
<b>Offices and Compound - 2822 Square Metres</b>				
1.0	Workshop			
2.0	Bulk Stores			
3.0	Workshop Office			
4.0	Records store			
5.0	Store Office			
6.0	Kitchenette			
7.0	Guard house & rest area			
8.0	Toilets			
<b>Total Cost in KShs.</b>				
<b>16% VAT</b>				
<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
<b>GRAND TOTAL COST for Two Years (Eight Quarters)</b>				

## EMBAKASI GAS TURBINE STATION

Embakasi Gas Turbine Station is located near Kenya Ports Authority Inland Port, off Mombasa Road, towards Nairobi National Park, about 2.5km from Mombasa Road.

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF SERVICES (SCOPE OF SERVICES)	COST PER QUARTER	TOTAL ANNUAL COST
<b>Office and compound – 4046 Square Metres</b>				
1.0	Toilets Store			
2.0	Control Room			
3.0	Office blocks			
4.0	Store			
<b>Total Cost in KShs.</b>				
<b>16% VAT</b>				
<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				



**NGONG POWER STATION**

Ngong Power Station is about 35 KM from Stima Plaza off Ngong road

<b>ITEM</b>	<b>AREA OF ASSIGNMENT</b>	<b>DESCRIPTION OF SERVICES (SCOPE OF SERVICES)</b>	<b>COST PER QUARTER</b>	<b>TOTAL ANNUAL COST</b>
<b>Office and Compound -155.5 Square Metres</b>				
<b>1.0</b>	New building offices blocks			
<b>2.0</b>	Old office block			
<b>3.0</b>	Toilets			
<b>4.0</b>	Guard house			
<b>5.0</b>	Wind turbines(per unit) including the compound area			
<b>6.0</b>	Gamesa Offices			
<b>Total Cost in KShs.</b>				
<b>16% VAT</b>				
<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				

## GEOTHERMAL

### OLKARIA

Olkaria Geothermal Power Project is about One hundred and twenty (120) kilometers from Nairobi and Thirty-six (36) kilometers from Naivasha town along the Moi South Lake Road. The Administrative Offices are located at Olkaria East Power Station, which is within the KWS area. The Contractor is to negotiate with KWS yearly Park entry fees for his employees and vehicles to access to the area once awarded the contract.

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF SERVICES (SCOPE OF SERVICES)	COST PER QUARTER	TOTAL ANNUAL COST
<b>Compound areas Lakeview Estate- Fumigation Area = 203, 199 SQM</b>				
1	Water Treatment Plant/Tanks, Mvuke Primary & ECDC Centre, Housing Estate, Social Hall, Geochemistry & Environmental Laboratories and Mvuke Dispensary	As per specification		
<b>Compound areas Lakeside Estate - Fumigation Area = 101,384 SQM</b>				
2	Water Treatment Plant/Tanks, Housing Estate, S1 Laboratory, Gymnasium, Geothermal Club & Staff Houses (Plot 10), and Swimming Pool Area)	As per Specification		
<b>Inside Buildings Lakeview Estate- Fumigation Area = 24,100.64 SQM</b>				
3	Domestic Water Treatment Plant & Tanks, Mvuke Primary School & ECDC Center, Housing Estate, Social Hall, Geochemistry & Environmental Laboratories, Guard House and Mvuke Dispensary)	As per specification		
<b>Inside Buildings Lakeside Estate - Fumigation Area = 7,877.22 SQM</b>				
4	Guard House, Domestic Water Treatment Plant House & Offices, All Staff Houses and Guest Houses, Geothermal Club and Swimming Pool Rooms)	As per Specification		
<b>Manholes Lakeview &amp; Lakeside Estates- Fumigation Area 893 SQM</b>				
5	Standard size manholes located at Lakeview & Lakeside Estates	As per specification		
<b>Olkaria II Site Offices/ Buildings - Fumigation Area 3,774 SQ</b>				
6	Offices - High Lift Water Supply, Halliburton, Geothermal Training Center, X2 Water Supply,	As per specification		

	Environment Tree Nursery office & ablution, Projects Execution & external toilets, Main Office Block, Candy Shop, Control Room, Purchasing & Procurement Store, Power Station Service shop and Main Guard House			
<b>Olkaria I Site Offices/ Buildings - Fumigation Area 5,853 SQM</b>				
7	<b>Offices</b> - Main Office Block, Power Station, Serviceshop Guard House, Mvuke Canteen & Ablution, General & Rig Stores, Toilets, Geophysics/ Geology/ Measurement Laboratories & Ablutions, Civil (Infrastructure) Service shop, Coreshed Stores & and Steamfield Services hop, Motor Vehicle Service shop, Fuel Filling Station, Rig/Central Service shops, & ablution, GRD Prefab & ablutions)	As per specification		
<b>8</b>	<b>Olkaria 1 Additional Unit 4 &amp; 5</b>			
8.1	Office, operator training room, meeting room, dining room, changing rooms and surrounding compound. Approx. area measurement 2568M <sup>2</sup>	As per specification and scope of fumigation works		
8.2	<b>STORES BLOCK:</b> Approximate area measurement 700M <sup>2</sup>	As per specification and scope of fumigation works		
8.3	<b>WORKSHOP BLOCK:</b> 6 offices, kitchen/dining room. Surrounding compound. Approx. measurement 720M <sup>2</sup>	As per specification and scope of fumigation works		
8.4	<b>UTILITY BLOCK:</b> Surrounding compound	As per specification and scope of fumigation works		
8.5	<b>GUARD HOUSE:</b> Surrounding compound	As per specification and scope of fumigation works		
<b>9</b>	<b>Olkaria 4 Unit 1 &amp; 2</b>			
9.1	Office, operator training room, meeting room, dining room, changing rooms and surrounding compound. Approx. area measurement 2568M <sup>2</sup>	As per specification and scope of fumigation works		

9.2	UTILITY BLOCK: Surrounding compound	As per specification and scope of fumigation works		
9.3	GUARD HOUSE: Surrounding compound	As per specification and scope of fumigation works		
<b>10</b>	<b>SKM OLKARIA IV</b>			
10.1	Containerized offices size 10m x 3m qty 4 pcs	As per specification and scope of fumigation works		
10.2	Surrounding compound size 100M <sup>2</sup>	As per specification and scope of fumigation works		
10.3	Concrete house complete with Ladies/Gents toilet, bathroom and kitchen	As per specification and scope of fumigation works		
10.4	Small concrete block complete with general toilet, urinal and sentry gate	As per specification and scope of fumigation works		
<b>11</b>	<b>KGN RIG 1</b>			
11.1	Surrounding compound size 100M <sup>2</sup>	As per specification and scope of fumigation works		
11.2	Containerized control room rest-rooms and offices size 10m x 3m qty 13 pcs	As per specification and scope of fumigation works		
<b>12</b>	<b>KGN RIG 2</b>			
12.1	Surrounding compound size 100M <sup>2</sup>	As per specification and scope of fumigation works		
12.2	Containerized control room rest-rooms and offices size 10m x 3m qty 13 pcs	As per specification and scope of fumigation works		
<b>13</b>	<b>OW – 37 WELL HEAD</b>			
13.1	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
13.2	Containerized control room size 10m x 3m qty 1pc	As per specification and scope of fumigation works		
13.3	Manhole	As per specification and scope of fumigation works		
<b>14</b>	<b>OW – 37 EXTENSION WELL HEAD</b>			
14.1	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		

14.2	Containerized control room size 10m x 3m qty 1pc	As per specification and scope of fumigation works		
14.3	Manhole	As per specification and scope of fumigation works		
<b>15</b>	<b>OW – 43 WELL HEAD</b>			
15.1	Containerized control room size 10m x 3m qty 1pc	As per specification and scope of fumigation works		
15.2	Manhole	As per specification and scope of fumigation works		
15.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>16</b>	<b>ADM CIVIL WORKSHOP LAKEVIEW</b>			
16.1	Concrete building size 11mts x 18mts qty 1pc	As per specification and scope of fumigation works		
16.2	Surrounding compound size 18mts x 80mts	As per specification and scope of fumigation works		
16.3	Manhole	As per specification and scope of fumigation works		
<b>17</b>	<b>OW – 914 WELL HEAD:</b>			
17.1	Containerized control room size 10m x 3m qty 1pc	As per specification and scope of fumigation works		
17.2	Manhole	As per specification and scope of fumigation works		
17.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>18</b>	<b>OW – 914 WELL HEAD PUMP HOUSE:</b>			
18.1	OW- 914 Pump house	As per specification and scope of fumigation works		
18.2	Manhole	As per specification and scope of fumigation works		
18.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>19</b>	<b>OW – 915 WELL HEAD</b>			

19.1	Containerized control room size 10m x 3m qty 1pc	As per specification and scope of fumigation works		
19.2	Manhole	As per specification and scope of fumigation works		
19.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>20</b>	<b>OW – 919 WELL HEAD</b>			
20.1	Containerized control room size 10m x 3m qty 1pc	As per specification and scope of fumigation works		
20.2	Manhole	As per specification and scope of fumigation works		
20.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>21</b>	<b>OW – 905 WELL HEAD</b>			
21.1	Containerized control room size 10m x 3m qty 1pc	As per specification and scope of fumigation works		
21.2	Manhole	As per specification and scope of fumigation works		
21.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>22</b>	<b>OW – 039 WELL HEAD</b>			
22.1	Containerized control room size 10m x 3m qty 1pc	As per specification and scope of fumigation works		
22.2	Manhole	As per specification and scope of fumigation works		
22.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>23</b>	<b>DIRECT USE CENTER:</b>			
23.1	Surrounding compound size 100mts x 100mts	As per specification and scope of fumigation works		
23.2	Direct use center house, washrooms, changing rooms, kitchen and swimming pool terraces	As per specification and scope of fumigation works		

23.3	Manhole	As per specification and scope of fumigation works		
<b>24</b>	<b>ENVIRONMENTAL NEW LABORATORIES LAKEVIEW ESTATE:</b>			
24.1	Offices - Main Office Block, Guard House, Toilets and Kitchens	As per specification		
24.2	Manholes	As per specification and scope of fumigation works		
24.3	Surrounding compound size 100mts x 1000mts	As per specification and scope of fumigation works		
<b>25</b>	<b>SKM HOUSES LAKEVIEW ESTATE:</b>			
25.1	SKM Houses Lakeview Estate	As per specification		
25.2	Manholes	As per specification and scope of fumigation works		
25.3	Surrounding compound size 200mts x 200mts	As per specification and scope of fumigation works		
<b>26</b>	<b>GOTHERMAL COMPLEX :</b>			
26.1	Offices - Main Office Block Three floors, Guard Houses, Toilets and Kitchens	As per specification		
26.2	Manholes	As per specification and scope of fumigation works		
26.3	Surrounding compound size 200mts x 200mts	As per specification and scope of fumigation works		
<b>27</b>	<b>NEW RIG WORKSHOP OLKARIA I :</b>			
27.1	Offices - Main Office Block, 2 Guard Houses, Toilets and Kitchens	As per specification		
27.2	Manholes	As per specification and scope of fumigation works		
27.3	Surrounding compound size 150mts x 150mts	As per specification and scope of fumigation works		
<b>28</b>	<b>EBURRU WELL HEAD POWER STATION :</b>			
28.1	Control room, Kitchen, Bathroom and conference room.	As per specification and scope of fumigation works		
28.2	Manhole	As per specification and scope of fumigation works		

28.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>29</b>	<b>EBURRU PUMP HOUSE(KASARANI) :</b>			
29.1	Pump house.	As per specification and scope of fumigation works		
29.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>30</b>	<b>SEVEN HUNDRED SERIES PUMP HOUSE :</b>			
30.1	Pump house.	As per specification and scope of fumigation works		
30.3	Surrounding compound size 50mts x 100mts	As per specification and scope of fumigation works		
<b>31</b>	<b>OLKARIA I HYUNDAI OFFICES:</b>			
31.1	Offices, Kitchen, Bathroom and conference room.			
31.2	Manhole.			
31.3	Surrounding compound size 150mts x 100mts			
<b>Total Cost in KShs.</b>				
<b>16% VAT</b>				
<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				



**EASTERN HYDROS**

**SAGANA FALLS POWER STATION**

Sagana Falls Power Station is located off Marua - Nyeri Road approximately 135 kms from Nairobi.

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
<b>COMPOUND AREAS – Aprox.1220 Sq. Mtrs.</b>				
1.0	Power house	As per specification		
2.0	Mechanical outdoor workshop,			
3.0	Stores in charges and electrical offices.			
4.0	Staff houses			
5.0	Ablution block			
6.0	Guard Sentries			
7.0	Social hall,			
8.0	Water treatment plant			
9.0	Scrap materials stores			
10.0	Mechanical and the staff camp.			
<b>INSIDE BUILDING AREAS – Aprox.2274 Sq. Mtrs</b>				
1.0	Power house	As per specification		
2.0	Mechanical			
3.0	Outdoor workshop			
4.0	Store in-charges and electrical offices			
5.0	Ablution blocks (per unit)			
6.0	Sentries (per unit)			
7.0	Social hall			
8.0	Water treatment plant			
9.0	Scrap materials stores			
<b>Total Cost in KShs.</b>				
<b>16% VAT</b>				
<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				

## WANJII, MESCO POWER STATIONS & MATHIOYA DAM

Wanjii power station is located along the Nairobi - Muranga Highway, approximately 80 kms from Nairobi & 7 kms Muranga Town. Mathioya Dam is approximately 10kms from Wanjii& Mesco is 2 kms from Mbombo along Kenol –Muranga Highway.

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
1	<b>COMPOUND AREAS – Apprx.1642 Sqr Mtrs.</b>			
	Power House,	As per specification		
	Power house Toilet,			
	East Wing offices			
	West Wing Offices,			
	Ablution blocks			
	Sentries			
	Staff houses blocks			
	Servant quarter block			
	Social hall			
	Water treatment plant			
	New Main store			
	Stationary stores Civil Workshop			
	New ablution block Flower areas within the perimises			
2	<b>INSIDE BUILDING AREAS – Apprx. 713 Sq.Mtrs</b>			
	Power house	As per specification		
	Toilet			
	East wing offices			
	West wing offices			
	Ablution blocks (per unit)			
	Sentries (per unit)			
	Social hall			
	Water treatment plant			
	Main stores and offices			
	Stationary stores and civil workshop			
	Flower areas within the premises			
<b>Total Cost in KShs.</b>				
<b>16% VAT</b>				

<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>	
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>	
<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>	

### **TANA POWER STATION**

Tana Power Stations are located along Nairobi - Nyeri highway, approximately 80kms from Nairobi City and 0.3 kms from the main road. The areas where the Tasks and services will be provided are shown below:

<b>ITEM</b>	<b>AREA OF ASSIGNMENT</b>	<b>No of Unit</b>	<b>DESCRIPTION OF SERVICES</b>	<b>COST PER QUARTER Kshs.</b>	<b>TOTAL ANNUAL COST Kshs.</b>
<b>1</b>	<b>Compound Areas = 3905 Sq. Meters</b>				
	New Power House		As per specifications		
	Old Power House				
	Mechanical workshop & stores				
	Chief Engineer's office block				
	Guard houses per unit-4 units				
	Old staff houses (per unit) -33 units				
	Upper staff houses (per unit) -10 units				
	Water treatment plant				
	Community social hall Swimming pool area including the sheds-3 units				
	Bachelors Quarter (2blocks)				
	New nursery school				
	Archives (Old nursery school)				
	Battery house				
	New staff houses (per unit) 18 units				
	Ablution block				
	Single toilets (4)				
	Guest houses (per unit)				
	Scrap yard.				
<b>2</b>	<b>INSIDE BUILDING AREAS – Appr.2261 Sq.mtrs.</b>				

	New Power House		As per specifications		
	Old Power House				
	Mechanical workshop & stores				
	Chief Engineer's office block				
	Guard houses per unit-2 units				
	Old staff houses (per unit)				
	Upper staff houses (per unit)				
	Water treatment plant				
	Community social hall Swimming pool area including the sheds				
	Bachelors Quarter (2blocks)				
	New nursery school				
	Archives (Old nursery school)				
	Battery house				
	New staff houses (per unit) 18 units				
	Ablution block				
	Single toilets (4) per block				
	Guest houses (per block) 2 units				
<b>3</b>	<b>Merira, Head pond &amp; Maragua dam</b> Entire compound in the station Staff quarters (per unit) 7 units		<b>As per specifications</b>		
	<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
	<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
	<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				

## NDULA POWER STATION

Ndula Power Station is located off Thika Gasrisa Highway approximately 70 kms from Nairobi and 8 kms from Garissa Highway

ITEM	AREA OF ASSIGNMENT	No of Unit	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
1	<b>COMPOUND AREAS – Appr. 305 Square meters</b>				
	Power House,		As per specification		
	Office block,				
	Prefabed staff houses (per unit) 10 units				
	Ablution block,				
	Guardhouses				
	Water treatment. All flowers within the compound				
2	<b>INSIDE BUILDING AREAS – Appr.131 Square meters</b>				
	Power House		As per specification		
	Office block per room				
	Ablution block				
	Guardhouses per block				
	Water treatment				
	<b>Total Cost in KShs.</b>				
	<b>16% VAT</b>				
	<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
	<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
	<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				

**TANA FARAB OFFICES**

<b>ITEM</b>	<b>AREA OF ASSIGNMENT</b>	<b>DESCRIPTION OF SERVICES</b>	<b>COST PER QUARTER</b>	<b>TOTAL ANNUAL COST</b>
1	<b>COMPOUND AREAS –</b>			
	Office block	As per specifications		
	Wing'A',Office block			
	wing 'B', Gym,			
	Godown (3)			
	Canteen,			
	Archives (per block) 5 units			
	Water treatment area,			
	Civil workshop,			
	Sentry & police house			
	Flower areas within the compound.			
2	<b>INSIDE BUILDING AREAS – Appr.1000 Square meters</b>			
	Wing'A', office block per room	As per specifications		
	Wing 'B' office block per room			
	Gym			
	Godowns ( per unit) 3 units			
	Canteen			
	Archives (per block) 5 units			
	Water treatment area,			
	Civil workshop,			
	Sentry & police house			
<b>Total Cost in KShs.</b>				
<b>16% VAT</b>				
<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				

## MASINGA POWER STATION

Masinga Power Station is about 150KM from Nairobi off Thika/Garissa road and along Kangonde/Embu road

ITEM	AREA OF ASSIGNMENT	No of Units	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
1	Power Station House Building Houses per room - Area = 10,000 SQM	10	As per specification		
2	Guard house per block- Area = 10 SQM	2	As per specification		
3	Intake, surge tank plus equipment -Fumigation Area = 400 SQM	3	As per specification		
4	Station Compound - Fumigation Area = 7000 SQM	sq	As per specification		
5	Social hall & Nursery per room		As per specification		
6	Junior Staff Camp per unit	18	As per specification		
7	Junior Staff Camp social hall/canteen and nursery compound Area = 15,000 SQM	3			
8	Senior Staff Camp per unit	12	As per specification		
9	Engineers Camp compound Area = 2500 SQM	2	As per specification		
10	Water Treatment plant compound area	sq	As per specification		
11	POLICE POST compound area	sq	As per specification		
	<b>Total Cost in KShs.</b>				
	<b>16% VAT</b>				
	<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
	<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
	<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				



## KAMBURU POWER STATION

Kamburu Power Station is about 160KM away from Nairobi off Thika/Garissa road and along Kangonde/Embu Road.

ITEM	AREA OF ASSIGNMENT	No of Unit	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
1	Power Station Building Offices- per room	8	As per specification		
2	Water Treatment Plant compound area	1	As per specification		
3	Kamburu Outside Store -	4	As per specification		
4	Social Hall	3	As per specification		
5	Kamburu Staff Camp per unit	10	As per specification		
	Kamburu Staff Camp compound	sq	As per specification		
6	Spillway and Intake plus equipments - Fumigation Area = 500 SQM	1	As per specification		
7	Transport offices plus Serviceshops per unit	3	As per specification		
8	Kamburu Station Compound- Fumigation Area = 500 SQM	sq	As per specification		
9	Kamburu Guard Houses Fumigation Area = 20 SQM	3	As per specification		
10	New Transport W/shop & offices per room =247.66 square metres	3	As per specification		
11	New Stores- Kamburu Station =207.6 square metres	1	As per specification		
12	Kamburu Dispatch Offices per room =53.1 square metres	3	As per specification		
		<b>Total Cost in KShs.</b>			
		<b>16% VAT</b>			
		<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>			
		<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>			

	<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>	
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### **GITARU POWER STATION**

Gitaru Power Station is about 180KM away from Nairobi off Thika/Garissa road and along Kangonde/Embu road.

<b>ITEM</b>	<b>AREA OF ASSIGNMENT</b>	<b>No of Units</b>	<b>DESCRIPTION OF SERVICES</b>	<b>COST PER QUARTER</b>	<b>TOTAL ANNUAL COST</b>
1	Power House Building- per room	5	As per specification		
2	Mukui Plaza offices - per room/unit	10	As per specification		
3	Gitaru Store per unit-	4	As per specification		
4	Social Hall -Fumigation Area = 2500 SQM	3	As per specification		
5	Gitaru Senior Staff Camp per unit-	18	As per specification		
6	Gitaru Power Station inclusive of Senior Staff camp Compound	sq			
7	Gitaru Junior Staff Camp per unit - Fumigation Area = 20,000 SQM	sq	As per specification		
	Gitaru Central Office per room/unit-	22	As per specification		
8	Gitaru Junior camp compound area.	sq			
	Dispensary per room/unit	8	As per specification		
9	Dispensary compound	sq			
10	Primary School Buildings- per room/unit		As per specification		
11	Primary School Compounds - Fumigation Area = 100,000 SQM		As per specification		
12	Police Camp per unit/room		As per specification		
			<b>Total Cost in KShs.</b>		
			<b>16% VAT</b>		
			<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>		

	<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>	
	<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>	

### **MATENDENI STAFF CAMP**

Matendeni Staff camp is about 170KM away from Nairobi off Thika/Garissa road and along Kangonde/Embu road.

<b>ITEM</b>	<b>AREA OF ASSIGNMENT</b>		<b>DESCRIPTION OF SERVICES</b>	<b>COST PER QUARTER</b>	<b>TOTAL ANNUAL COST</b>
1	KSS Club per room	10	As per specification		
2	KSS Club Compound Fumigation Area = 6,400 SQM	sq	As per specification		
3	Matendeni Staff houses per unit & compound	102	As per specification		
4	TT Club	6	As per specification		
5	Nursery school per room	5	As per specification		
6	Admin W/Shop	3	As per specification		
7	Water Treatment compound	sq	As per specification		
8	Laundry per room	1			
9	Gym room	1			
10	Guest Houses(per unit) and their compound	9	As per specification		
			<b>Total Cost in KShs.</b>		
			<b>16% VAT</b>		
			<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>		
			<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>		
			<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>		

## KINDARUMA POWER STATION

Kindaruma Power Station is about 170km away from Nairobi off Thika/Garissa road and along Kangonde/Embu Road.

ITEM	AREA OF ASSIGNMENT	UNIT	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
1	Power House Building per room		As per specification		
2	Control Building per room		As per specification		
3	Lower Camp Water Treatment Plant compound	sq	As per specification		
4	Spillway - Area = 600 SQM	sq	As per specification		
5	Kenyatta Staff Camp per unit	62	As per specification		
6	Kenyatta Water Treatment Plants compound	sq	As per specification		
7	Social Hall	1	As per specification		
8	Kenyatta Guest Houses(per unit	13	As per specification		
9	Kenyatta Staff Camp compound	sq			
10	Lower Camp per unit	20	As per specification		
11	Lower camp compound				
12	Block 1 per room	5	As per specification		
13	Block 2 per room	5	As per specification		
14	Block 3 per room	5	As per specification		
15	New store per room		As per specification		
16	New office consultant per room		As per specification		
17	New Houses lower Camp(per unit)	12	As per specification		
<b>Total Cost in Kshs.</b>					
<b>16% VAT</b>					

	<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>	
	<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>	
	<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>	

### **KIAMBERE POWER STATION**

Kiambere Power Station is about 220KM away from Nairobi off Thika/Garissa road and along Kangonde/Embu road.

<b>ITEM</b>	<b>AREA OF ASSIGNMENT</b>	<b>No of Units</b>	<b>DESCRIPTION OF SERVICES</b>	<b>COST PER QUARTER</b>	<b>TOTAL ANNUAL COST</b>
1	Power House Building plus Out houses per room		As per specification		
2	Penstock gallery - Fumigation Area = 2,000 SQM	sq	As per specification		
3	Low Level outlet Gallery - Fumigation Area = 2000 SQM	sq	As per specification		
4	Intake, surge tank plus equipment -Fumigation Area = 400 SQM	sq	As per specification		
5	Tail race equipment plus compound - Fumigation Area = 600 SQM	sq	As per specification		
6	Kiambere Station Compound plus scrap yard - Fumigation Area = 7000 SQM	sq	As per specification		
7	Club House per room	3	As per specification		
8	Nursery per room	3	As per specification		
9	Club house & Nursery compound				
10	Kiambere Staff Camp per unit		As per specification		
11	Water plant compound Area = 500 SQM	sq	As per specification		
12	Energo Camp per unit	sq	As per specification		

13	Kiambere staff camp compound	sq			
	<b>Total Cost in KShs.</b>				
	<b>16% VAT</b>				
	<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
	<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
	<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				

**THERMAL PROJECT**

**KIPEVU POWER STATION**

Kipevu Power Station is located about fifteen (15) kilometers West of Mombasa town along the Mombasa/Nairobi highway off Changamwe roundabout on the way to the port of Mombasa through Kipevu gate. The Changamwe roundabout Staff Quarters and the Staff Clinic are situated on the way to the station next to the Changamwe roundabout.

**BILL OF QUANTITIES FOR FUMIGATION SERVICES AT KIPEVU POWER STATION AND CHANGAMWE STAFF QUARTERS.**

<b>ITEM</b>	<b>AREA OF ASSIGNMENT</b>	<b>No of Unit</b>	<b>DESCRIPTION OF SERVICES</b>	<b>COST PER QUARTER</b>	<b>TOTAL ANNUAL AMOUNT (KSHS.)</b>
1	Office Block per room				
2	Mess Room				
3	Washrooms per block				
4	Workshops per unit/room				
5	Stores per unit				
6	Social Hall				
7	Steamlant				
8	ICT Kiosk				
9	Transport Offices per room.				
10	EPZ offices per room				
11	Diesel Control Room				
12	Changamwe staff per unit				
13	Changamwe clinc				
14	Changamwe staff camp compound				
<b>Total Cost in KShs.</b>					
<b>16% VAT</b>					
<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>					
<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>					
<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>					

**WESTERN HYDROS****TURKWEL POWER STATION**

Turkwel Power Station is located approximately 560kms North West of Nairobi and about 160Kms from Kitale town and 23kms interior from Kapenguria – Lodwar Road. The areas where the Tasks and Services will be provided are shown below:-

<b>1.</b>	<b>AREA OF ASSIGNMENT</b>	<b>No of Unit</b>	<b>DESCRIPTION OF SERVICES</b>	<b>COST PER MONTH.</b>	<b>TOTAL ANNUAL COST.</b>
<b>2.</b>	Sogreah permanent camp staff houses(per unit)		As per specification		
<b>3.</b>	Guesthouses(per unit/room)				
<b>4.</b>	Staff Mess 60,000 sqm				
<b>5.</b>	Dam intake switch room 200 sq m		As per specification		
<b>6.</b>	BVC – 1,758 sq M		As per specification		
<b>7.</b>	Control building generator house, parking shades and compound – 67,000sq M		As per specification		
<b>8.</b>	Guard houses (per block)		As per specification		
<b>9.</b>	Mechanical/Electrical/MV/ workshop per unit		As per specification		
<b>10.</b>	Stores offices per room				
<b>11.</b>	Sogreah Compound.-127,472 sq				
<b>12.</b>	FC club restaurant & bar Per unit/room		As per specification		
<b>13.</b>	Swimming pool Changing room, Pump house per unit				



14.	Swimming pool, Changing room and Pump house compound				
15.	Water treatment office and treatment house		As per specification		
16.	Two pump houses per unit				
17.	Primary school classes (per unit/room)		As per specification		
18.	Secondary school classes(per unit/room)				
19.	Staff houses(school) per unit its compound				
20.	Manholes – 4’x4’ – 60 No. Manholes 2’x2’ – 57 No.		As per specification		
	<b>Total Cost in Kshs.</b>				
	<b>16% VAT</b>				
	<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>				
	<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>				
	<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>				

## SONDU MIRIU POWER STATION

Sondu Miriu Power Station is 370Kms West of Nairobi and 62Kms from Kisumu Town then 2 Km from Kolweny junction off Katito/Kendu Bay road.

NO	AREA OF ASSIGNMENT	No of Unit	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
1.	<b>COMPOUND AREAS BASE= 34348.35 SQM</b>				
	<b>Base Camp</b>		As per specification		
	Type A houses				
	Guest Houses				
	Type B houses				
	Swimming Pool house				
	Club Manager Office				
	Fuel filling Station				
	Supply / Storage Tank area				
	Kindergarten				
2	<b>INSIDE BUILDINGS' AREAS-BASE CAMP FUMIGATION AREA = 9,476.96 SQM</b>				
	<b>Base Camp</b>		As per specification		
	Type A houses(per unit)				
	Type B houses(per unit)				
	Swimming Pool house,				
	Sondu Miriu Welfare Club per room,				
	Club Manager Office per room and laundry room.				
	Servant Quarters (per unit)				
	Scotch Tennis House				
	Bachelors Guest Quarters(per unit)				
	Social Hall				
	Kindergarten per room				
	Clinic (Dispensary)per room				
	Canteen				
	Lab House per room				

	Maintenance office per room				
	Gym per room				
	Tree Nursery, Bore hole –surrounding areas Base Camp				
	Base Camp Guard House per block				
<b>3</b>	<b>MANHOLES BASE CAMP-FUMIGATION AREA=80</b>				
	Small Size Manholes located at Base Camp Estates(Station) per Unit		As per specification		
	Standard Size Manholes located at Base Camp Estate(Station) per unit		As per specification		
	<b>Total Cost in KShs.</b>				
	<b>16% VAT</b>				
	<b>Total Cost per Quarter (One Application) inclusive 16% VAT</b>				
	<b>GRAND TOTAL COST (Contract Price) for One Year (Four Quarters)</b>				
	<b>GRAND TOTAL COST for Two Years (Eight Quarters)</b>				

## II. SITE/OFFICE BUILDINGS

### D. OFFICE BLOCK, TRANSPORT YARD, POWER HOUSE FOR SONDU AND SANGORO.

NO	AREA OF ASSIGNMENT	No of unit	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
<b>1</b>	<b>SITE / OFFICE BUILDINGS – FUMIGATION AREA = 6,788.25 SQM</b>				
	Sondu Miriu Transport offices per room		As per specification		
	Motor vehicle workshop				
	All Guard Houses = per block				
	Office Block per unit/room		As per specification		
	Water Treatment Plant compound (Near Office Block)				
	Power House Sondu		As per specification		
	Generator House.				
	Sondu Power Station				
	Stores A, B, C and D per unit/room				
	Intake Control room house per room		As per specification		
	Block house at the Intake and Penstock Valve House per unit/room				
	Power House (offices) Sangoro per rooms, Outlet channel room		As per specification		
	Generator House /Store (Sangoro)				

	<b>Total Cost in KShs.</b>	
	<b>16% VAT</b>	
	<b>Total Cost per Quarter (One Application) inclusive 16% VAT</b>	
	<b>GRAND TOTAL COST (Contract Price) for One Year (Four Quarters)</b>	
	<b>GRAND TOTAL COST for Two Years (Eight Quarters)</b>	

### SOSIANI POWER STATION

Sosiani Power Station is located approximately 330kms North of Nairobi and about 24kms from Eldoret town and 10kms interior from Eldoret/Webuye Road.

NO.	AREA OF ASSIGNMENT	No of Unit	DESCRIPTION OF SERVICES	COST PER QUARTER	TOTAL ANNUAL COST
<b>1</b>	<b>COMPOUND AREAS(Residential block) – FUMIGATION SERVICES= 698.2 SQM</b>				
	Two Block offices & stores		As per specification		
	Water tank Collection Area				
	Residential houses				
<b>2</b>	<b>INSIDE BUILDINGS' AREAS – FUMIGATION SERVICES = 525.58 SQM</b>				
	Two Block offices per room		As per specification		
	Residential houses per unit				
	Stores per room				
	Ablution blocks per block				
	Guard houses per block				
	Hooter Battery room				
	<b>Total Cost in KShs.</b>				

	<b>16% VAT</b>	
	<b>Total Cost per Quarter (One Application) inclusive 16% VAT</b>	
	<b>GRAND TOTAL COST (Contract Price) for One Year (Four Quarters)</b>	
	<b>GRAND TOTAL COST for Two Years (Eight Quarters)</b>	

## GOGO POWER STATION

Gogo Power Station is located approximately 420Kms South-West of Nairobi and about 35Kms from Migori Town and 25Kms Interior from Migori-Kisii Road.

<b>NO.</b>	<b>AREA OF ASSIGNMENT</b>	<b>No of Unit</b>	<b>DESCRIPTION OF SERVICES</b>	<b>COST PER QUARTER</b>	<b>TOTAL ANNUAL COST</b>
<b>INSIDE BUILDINGS' AREAS – FUMIGATION AREA = 1,577.44 SQM</b>					
	Office per room		As per specification		
	Store per room				
	Toilets per block				
	Power House				
	Radio Room				
	Guest House (per unit)		As per specification		
	Canteen				
	Makuti Club				
	Residential houses self-contained per unit		As per specification		
	Blocks A(per unit)				
	Block B (per unit)				
	Block C (per unit)				
	Residential houses Singles per unit		As per specification		
	Blocks A (per unit)				
	Block B (per unit)				
	Water Treatment Plant compound area		As per specification		
	Store for Water Treatment plant				

	Unipot 7 in no Size (3)		As per specification		
	Entire compound of station compound				
	<b>Total Cost in KShs.</b>				
	<b>16% VAT</b>				
	<b>Total Cost per Quarter (One Application) inclusive 16% VAT</b>				
	<b>GRAND TOTAL COST (Contract Price) for One Year (Four Quarters)</b>				
	<b>GRAND TOTAL COST for Two Years (Eight Quarters)</b>				

## MUHORONI POWER STATION

Muhoroni Gas Turbine plant is located approximately 300kms West of Nairobi near Muhoroni junction and 30km from Kericho town along the Kericho - Kisumu highway.

ITEM	AREA OF ASSIGNMENT	NO OF UNITS	DESCRIPTION OF SERVICES (SCOPE OF SERVICES)		COST PER QUARTER	TOTAL ANNUAL COST
<b>Office and Compound - Fumigation Area = 4,781.5 Square Metres</b>						
1.0	Office block (Offices 2No, Toilets 3 No, & shower 3 No.) 120.36 SQM	1	As per specification			
2.0	Control Room, 120.36 SQM	1	As per specification			
3.0	Battery room, 8.0 SQM	1	As per specification			
4.0	Switch gear Room, 16.25 SQM	1	As per specification			
5.0	Manholes	3	As per specification			
					<b>Total Cost in KShs.</b>	
					<b>16% VAT</b>	
					<b>Total Cost per Quarter(One Application) inclusive 16% VAT</b>	
					<b>GRAND TOTAL COST(Contract Price) for One Year(Four Quarters)</b>	
					<b>GRAND TOTAL COST for Two Years(Eight Quarters)</b>	



## ELIGIBILITY SCHEDULE OF THE SPECIAL GROUP

Bidders in the special group must take note on the eligibility below to guide them on the quoting for the station.

<b>No</b>	<b>Region</b>	<b>Power Stations</b>	<b>Eligibility</b>
1	Nairobi	Nairobi South Central workshop Embakasi Gas Turbine Ngong	Youth
2	Naivasha-Olkaria	Olkaria power stations	Women
3	Eastern Hydro – Upper Tana	Masinga Kamburu Gitaru Matendeni Kindaruma Kiambere	Women
4	Western Hydros	Turkwel Sundu & Sang'oro Sosiani Gogo Muhoroni	Women
5	Eastern Hydros -Lower Tana	Sagana falls Wanji, Mesco & Mathioya Tana Power stations Ndula Tana Ferab Offices	Persons Living with Disabilities
6	Mombasa	Kipevu Power Station	Persons Living with Disabilities

**SECTION VII  
PRICE SCHEDULE FOR THE SERVICE**

AREA OF ASSIGNMENT	QUOTED TENDER PRICE PER QUARTER INCLUSIVE OF VAT	QUOTED TENDER PRICE PER YEAR INCLUSIVE OF VAT
NAIROBI SOUTH POWER STATION AND STAFF HOUSING		
CENTRAL WORKSHOP (MOMBASA ROAD)		
EMBAKASI GAS TURBINE POWER STATION		
NGONG WIND POWER STATION		
KIPEVU POWER STATION & STAFF HOUSING, GUEST HOUSE AND NYALI HOUSE		
OLKARIA POWER STATION & STAFF CAMPS		
EBURRU POWER STATION		
MASINGA POWER STATION		
MATENDENI CLUB AND STAFF CAMP		
GITARU POWER STATION		
KINDARUMA POWER STATION		
KIAMBERE POWER STATION		
KAMBURU POWER STATION		
SAGANA POWER STATION		
NDULA POWER STATION		
TANA POWER STATION		

AREA OF ASSIGNMENT	QUOTED TENDER PRICE PER QUARTER INCLUSIVE OF VAT	QUOTED TENDER PRICE PER YEAR INCLUSIVE OF VAT
WANJII POWER STATION, MATHIOYA & MESCO		
TURKWEL POWER STATION		
GOGO POWER STATION		
SOSIANI POWER STATION		
SONDU MIRIU AND SANG'ORO POWER STATIONS		
MUHORONI POWER STATION		

Name of Tenderer \_\_\_\_\_

Signature \_\_\_\_\_

Tender number \_\_\_\_\_

## **SECTION VIII**

### **STANDARD FORMS**

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security

**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 [**one year** ] starting on [**notification 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

**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.

**FUMIGATION 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 2015 “The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.**

**\*MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

*Name of Applicant(s).....*

**You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/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 (*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 this ..... day of ..... 2015.

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

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

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

Full Names .....

Signature .....

Dated this ..... day of ..... 2015.

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (f) – Criminal Offence**

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

- a) .....
- b) .....

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

Signed .....

For and on behalf of M/s .....

.....

In the capacity of .....

.....

Dated this ..... day of ..... 2015.

Suppliers’ / Company’s Official Rubber Stamp .....

.....

**Part 2 (g) – Conflict of Interest**

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

- a) .....
- b) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this ..... day of ..... 2015

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 this .....day of .....2015.

Suppliers' / Company's Official Rubber Stamp .....

Attach certified copies of the following documents: **These are not appropriate here because:**

- a) Previous orders from companies supplied before - **this should be under technical evaluation requirements where necessary.**
- b) Certificate of Incorporation / Registration – **this should be under preliminary evaluation requirements.**
- c) Tax Compliance Certificate (for local suppliers) - **this should be under preliminary evaluation requirements.**
- d) VAT Certificate (for local suppliers) - **this should be under preliminary evaluation requirements.**
- e) Audited Financial Statements / Accounts for the last two (2) years - **this should be under technical evaluation requirements where necessary.**
- f) Valid Local Authority / Trade License (for local suppliers) - **this should be under preliminary evaluation requirements.**

## 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 \_\_\_\_\_ 2016 \_\_\_ 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 2016

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*