



KenGen

KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-ADM -07--2017

**TENDER FOR SUPPLY OF TRANSPORT-WORKSHOP
TOOLS 2017**

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

May, 2017

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SECTION A

INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for Supply of **Transport Workshop Tools**. The specifications are detailed in the Tender Documents.

Interested firms may obtain further information from, and inspect the Tender Document at the office of the

Supply Chain Director,

Tel: (254) (020) 3666000, Fax: (254) (020) 3666200

Email: tenders@kengen.co.ke, foloo@kengen.co.ke,

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

Bidders are advised to be checking out website from time to time for any uploaded additional information for the tender for tender closure.

Tenders **MUST** be accompanied by a Bid Security in the form and amount specified in the Tender Document, and must be delivered to:

Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company Ltd.
10th Floor, Pension Plaza iii
Kolobot Road, Parklands
P.O. Box 47936 - 00100
NAIROBI, KENYA

Tenders must be dropped in the tender box located on the ground floor of Stima Plaza iii on or before: **21st June 2017 at 2.00pm**

Tenders will be opened on **21st June 2017 at 2.30pm**. In the presence of tenderers' representatives who choose to attend in the Executive Room, 7th Floor, Stima Plaza Phase III.

KenGen Adheres to high standards of integrity in its business operations.

Report any unethical behavior immediately.

KenGen Call Tip-offs Anonymous system Toll Free: 0800722626

Free Fax: 00800 007788

Email: kengen@tip-offs.com

Visit our web: www.tip-offs.com

SUPPLY CHAIN DIRECTOR

Supply of Transport Workshop Tools 2017.

SECTION B

INSTRUCTIONS TO TENDERERS

Introduction

1. Eligible Tenderer

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 The goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2 For purposes of this Clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of the goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and, Kenya Electricity Generating Company Limited (KenGen) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

4 Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with Clause 6 of the Instructions to Tenderers.
 - (a) Invitation for Tenders
 - (b) Instructions to Tenderers
 - (c) General Conditions of Contract
 - (d) Special Conditions of Contract
 - (e) Schedule of Requirements and price schedules
 - (f) Technical Specifications
 - (g) Tender Form
 - (h) Tender Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Manufacturer’s Authorization Form

- 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 tenderer’s risk and may result in the rejection of its tender.

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify KenGen in writing or
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facsimile at the address indicated in the Invitation for Tenders. KenGen will respond in writing to any request for clarification of the tender documents, which it receives **Five (5) days** prior to the deadline for the submission of tenders. Written copies of KenGen's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

6. Amendment of Documents

- 6.1 At any time prior to the deadline for submission of tenders, KenGen, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 6.2 All prospective tenderers that have received the tender documents will be notified of the amendment in writing or facsimile, and will be binding on them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KenGen, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7. Language of Tender

- 7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KenGen, shall be written in English language. Supporting documents and 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.

8. Documents Comprising the Tender

- 8.1 The tender prepared by the tenderer shall comprise the following components:
 - (a) a Tender Form and a Price Schedule completed in accordance with Clauses 9,10 and 11 below.
 - (b) documentary evidence established in accordance with Clause 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with Clause 13 that the goods to be supplied by the tenderer are eligible and conform to the tender documents; and
 - (d) tender security furnished in accordance with Clause 14

9. Tender Form

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

10. Tender Prices

- 10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) the price of the goods quoted FOB (free on board)
 - (ii) freight charges to their final destination.
- 10.3 Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to Clause 22.

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies: -

- (a) For goods that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For goods that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12. Tenderer's Eligibility and Qualifications.

12.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.2 The documentary evidence of the tenderer's eligibility to tender shall establish to KenGen's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

12.3 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KenGen's satisfaction:

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been **duly authorized by the goods' Manufacturer** or producer to supply the goods;
- (b) that the tenderer has the **financial, technical, and production capability** necessary to perform the contract;

13. Tenderer's Eligibility and Conformity to Tender Document.

13.1 Pursuant to Clause 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered.

13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a comment on KenGen's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14. Tender Security

14.1 The tenderer shall furnish, as part of its tender, as specified in the appendix to instruction, as tenderers

14.2 The tender security is required to protect KenGen against the risk of tenderer's conduct, which would warrant the security's forfeiture, pursuant to Clause 14.7.

14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee, in the form provided in the tender documents or another form acceptable to KenGen and valid for **90 Days**

14.4 Any tender not secured in accordance with Clause 14.1 will be considered as non responsive and KenGen

will reject the tender, pursuant to Clause 22.

- 14.5 Unsuccessful tenderers' tender 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 KenGen.
- 14.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to Clause 30, and furnishing the performance security, pursuant to Clause 31.
- 14.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by KenGen 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 Clause 30
 - or**
 - (ii) to furnish performance security in accordance with Clause 31.

15. Validity of Tenders

- 15.1 Tenders shall remain **valid for 90 days** after date of tender opening prescribed by KenGen, pursuant to Clause 18. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected by KenGen.
- 15.2 In exceptional circumstances, KenGen 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 Clause 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Tender

- 16.1 The tenderer shall prepare **an original** and **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.
- 16.2 The original and copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 16.3 The tender shall have no interlineation, 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.

Submission of Tenders

17. Sealing and Marking of Tenders

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

- (a) be addressed to Kenya Electricity Generating Company Ltd at the following address:

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The Company Secretary & Corporate Affairs Director
 Kenya Electricity Generating Company Limited
 10th Floor, Pension Plaza Phase III
 Kolobot Road, Parklands
 P.O. Box 47936-00100 –NAIROBI

- (b) bear, "**SUPPLY OF TRANSPORT WORKSHOP TOOLS 2016** ", and the statement:
"DO NOT OPEN BEFORE 21st June 2017 at 2.00pm

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

17.4 If the outer envelope is not sealed and marked as required by Clause 17.2, KenGen will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by KenGen at the address specified under Clause 17.2 no later than **21st June 2017 at 2.00pm**

18.2 KenGen may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with Clause 6, in which case all rights and obligations of KenGen and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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

19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 17. A withdrawal notice may also be sent by fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to Clause 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1 KenGen will open all tenders in the presence of tenderers' representatives who choose to attend on **21st June 2017** ground Floor, Pension Plaza ii, Kolobot Road. The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KenGen, at its discretion, may consider appropriate, will be announced at the opening.

20.1 KenGen will prepare a record of the tender opening.

21. Clarification of Tenders

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21.1 To assist in the examination, evaluation and comparison of tenders KenGen may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

21.2 Any effort by the tenderer to influence KenGen in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers' tender.

22. Preliminary Examination

22.1 KenGen will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. **(See Appendix On Evaluation Criteria)**

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the tenderer 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.

22.3 KenGen may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

22.4 Prior to the detailed evaluation, pursuant to paragraph 23, KenGen 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. KenGen's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by KenGen and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

24. Contacting KenGen

24.1 Subject to Clause 21, no tenderer shall contact KenGen on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

Any effort by a tenderer to influence KenGen in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Award of Contract

25. Post-qualification

- 25.1 In the absence of pre-qualification, KenGen 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.
- 25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to Clause 12.3, as well as such other information as KenGen deems necessary and appropriate.
- 25.2 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 KenGen will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to Clauses 10, 23 and 28 KenGen 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 supply motor vehicle workshop tools which meet the technical specifications.

27. KenGen's Right to Vary Quantities

- 27.1 KenGen reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. KenGen's Right to Accept or Reject Any or All Tenders

- 28.1 KenGen reserves the right to accept or reject any tender, and to annul the tendering process or 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 its action.

29. Notification of Award

- 29.1 Prior to the expiration of the period of tender validity, KenGen will notify the successful tenderer in writing that its tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful tenderer's furnishing of the performance security pursuant to Clause 31, KenGen will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to Clause 14.

30. Signing of Contract

- 30.1 At the same time as KenGen notifies the successful tenderer that its tender has been accepted, KenGen will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KenGen.

31. Performance Security

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31.1 Within fifteen (15) days of the receipt of notification of award from KenGen, 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 KenGen.

31.2 Failure of the successful tenderer to comply with the requirement of Clause 30 or Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KenGen may make the award to the next lowest evaluated tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 KenGen requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, KenGen: -

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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;

(b) 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;

(c) 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.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Eligibility	Eligible tenderers: local Motor Vehicle franchise holders and appointed local Motor Vehicle dealers who meet the tender requirements
Clarification request	Bidders with clarification request are advised to send to tenders@kengen.co.ke and copy to foloo@kengen.co.ke and marukulem@kengen.co.ke . This must be received not less than 5 days to tender closure. All issued clarifications /addenda will be uploaded on the website and bidders must check before submitting their bids.
2.14.9	Particulars of tender security: The tenderer shall furnish, as part of its tender, a tender security in the amount of KES. 100,000.00. this must be in the form of cheque, bank guarantee , or through approved insurance companies and must be valid for at least 30days beyond tender validity.
Tender validity	Tender validity is 120days
Tender closure	The tender closes on 21st June 2017 at 2.00pm and will be opened immediately thereafter in the presence of bidder representatives who choose to attend.
Evaluation Requirements	<p>The following shall be the evaluation Criteria</p> <p>1Mandatory Requirements : the following will form part of mandatory</p> <ol style="list-style-type: none"> a)Duly completed tender form b)Duly completed price schedule c)Valid Tax Compliance Certificate d)Valid Tender Security e)Copy of Certificate of Incorporation, or Registration of Business Name f)Copy of the current valid Trade license g)Copy of commendation letters from three (3) major clients for supply of similar items h)Duly filled, Completed and signed Mandatory Confidential Business questionnaire as provided i)Copy of certified Audited accounts for the period 2014 /2015 and 2015/ 2016 j)Well organized bid document , serialized and paginated with reference table of contents for all the attachments k)The submission of the required number of copies of the bid document one (1) original and two (2) copies. <p>Bidders that pass and conform to preliminary mandatory requirements shall be considered in the technical evaluation.</p> <p>2Technical Evaluation Requirements</p> <ul style="list-style-type: none"> - Bidder must provide documentary evidence that he has complied with all our technical requirements. - Provide Brochure /Descriptive literature of what is being quoted. - Provide manufacturers authorization for dealership for models being

	<p>sold.</p> <ul style="list-style-type: none"> - - The warranty period must be specified - Provision of Back up service and after sale technical support <p>3 Financial Evaluation</p> <p>(a) Average turnover for the last 2 financial years 2013 – 2015 must be above Ksh. 10 M / letter from a bank /Financial institution to guarantee in case the threshold is not met</p> <p>(b) Duly completed price schedule</p> <p>(c) The unit prices read out during the opening of the bids shall be absolute and final and not subject to any amendment. Errors deemed as substantial will result to disqualification at this stage.</p> <p>(d) The lowest evaluated bidder per item will be considered for award</p>
2.27.7	KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.

SECTION C

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) “The Contract” means the agreement entered into between KenGen 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.
- (a) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (b) “The Supplier” means the individual or firm supplying the goods under this Contract.
- (c) “The Goods” means Motor vehicle Workshop Tools, which the Supplier is required to supply to KenGen under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by KenGen for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods were manufactured or produced.

3.2 The origin of the Goods is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of Contract Documents and Information

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

5.2 The Supplier shall not, without KenGen’s prior written consent, make use of any document or information enumerated in Clause 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of KenGen and shall be returned (all copies) to KenGen on completion of the Supplier’s performance obligations under the Contract if so required by KenGen.

6. Patent Rights

6.1 The tenderer shall indemnify KenGen against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya.

7. Performance Security

7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KenGen the performance security in the amount specified in Special Conditions of

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Contract.

- 7.2 The proceeds of the performance security shall be payable to KenGen as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KenGen and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KenGen, in the form provided in the tender documents.
- 7.4 The performance security will be discharged by KenGen and returned to the tenderer not later than thirty (30) days following the date of completion of the tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

- 8.1 KenGen or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. KenGen shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to KenGen.
- 8.3 KenGen's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by KenGen or its representative prior to the Goods's delivery.
- 8.4 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9 Packing

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

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by KenGen in its Schedule of Requirements and the Special Conditions of Contract.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special Conditions of Contract

12. Payment

12.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of Contract.

12.2 Payments shall be made promptly by KenGen as specified in the Contract.

13. Prices

13.1 Prices charged by the Supplier for Goods delivered under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Supplier in its tender.

14. Assignment

14.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with KenGen's prior written consent.

15. Subcontracts

15.1 The Supplier 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 Supplier from any liability or obligation under the Contract.

16. Termination for Default

16.1 KenGen may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part:

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

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

17. Liquidated Damages

17.1 If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, KenGen shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods for each week of delay until actual delivery, up to a maximum deduction of 10% of the delivered price of the delayed Goods. After this KenGen may consider termination of the Contract.

18. Resolution of Disputes

18.1 KenGen and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to formal mechanisms. These mechanisms include, but are not restricted to, conciliation by a third party, adjudication in an agreed national forum.

19. Language and Law

19.1 The language of the Contract and the law governing the Contract shall be English language and the

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Laws of Kenya respectively unless otherwise stated.

20. Force Majeure

20.1 The Supplier 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.

SECTION D**SPECIAL CONDITIONS OF CONTRACT****1. Definitions**

The Purchaser is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, and P.O. BOX 47936 - 00100 GPO, Nairobi. Kenya** and includes its legal representatives, successors or assigns.

2. Application

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

7. Performance Security

The Performance Security shall be **10% of the contract price.**

8. Inspection and testing of the tools

Inspection of the tools will be conducted by KenGen representatives at Stima Plaza Nairobi

The specified performance parameters will be tested for 3 months after delivery to verify their accuracy. Untruthfully stated parameters will lead to encashment of the performance security

9. Packing

Package shall be supplied in a non-returnable wooden or plastic crate or any other packaging that will protect the Goods from damage and interference by other parties.

12. Method of Payment

a) Payments shall be made within 30 days after receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the Contract.

13. Prices

Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.

14. Delivery period

The successful bidder must deliver the items within 8 weeks after contract signing.

SECTION E

TECHNICAL SPECIFICATIONS

Notes

1. Award may be for complete schedule or partial.
2. The tools shall be as per tender specifications.
3. Manufacturers Authorization **MUST** be submitted for each brand offered. Failure to submit will lead to disqualification.

Information on Usage

The tools required shall be of high quality and from reputable manufacturers.

TECHNICAL SPECIFICATIONS COMPLIANCE

The tenderer shall fill the technical schedule below to outline the specifications of the offer against the specifications. Any deviation of your offer should also be indicated in the table below. **This is a MANDATORY requirement and shall be used for evaluation**

Technical Schedule 1

No	Description	Requirement	Bid specification	Make / Model/ Country of origin	Deviations if any (Yes/No &
1	Electro-Hydraulic two post motor vehicle lifts	<ul style="list-style-type: none"> •Type - Electro-Hydraulic •Carrying Capacity 4500 Kg • Motor power - 3 Phase energy efficient •Max. lifting height 2000 mm •Overall height 4200 mm •Drive through width 2600 mm •Basefree, Assymmetric 3 Stage Arms. •Product warranty •Delivery, Installation, training & Commissioning in (Olkaria, Kamburu and Sondu Workshop) •Product warranty 	<ul style="list-style-type: none"> •Type - Electro-Hydraulic Y/N •Carrying Capacity Kg •Motor power ... Kw •Motor type •Max. Lifting height mm •Overall height mm •Drive through width mm •Basefree, Assymmetric 3 Stage Arms.....Y/N •Product warranty.....Y/N •Delivery, Installation, training & commissioning Y/N • After sale service....Y/N • WarrantyY/N 	•	•

2	Impact Wrench Kit with Accessories.	<ul style="list-style-type: none"> • Drive ½” Sq • 1/2” Ten Chrome vanadium impact sockets.(9,10,11,13,14,17,19,22,24,27mm) • Extension bar-125mm • In-line air oiler. • Air tool oil. • Carry-case (mandatory) • Product warranty 	<ul style="list-style-type: none"> • Drive.....” Sq • 1/2” Ten Chrome vanadium impact sockets.(9,10,11,13,14,17,19,22,24,27mm)..... Y/N • Extension bar-.....mm • In-line air oiler. Y/N • Air tool oil. Y/N • Carry-case (mandatory)Y/N • Product warranty.....Y/N 	•	•
3	Auto mechanic tool box with assorted tools.	Tools detailed separately in Technical Schedule 2: Auto mechanic tool box Product warranty	As per Schedule 2.....Y/N Product warranty Y/N	•	•
4	Mechanics creeper	<ul style="list-style-type: none"> • One-piece, moulded, high impact, polymer creeper. • Two integral tool trays. • Padded headrest. • Six 75mm diameter castors. • Low profile for under vehicle clearance. 	<ul style="list-style-type: none"> • One-piece, moulded, high impact, polymer creeper....Y/N • Two integral tool trays.....Y/N • Padded headrest.....Y/N • Number of castors..... • Diameter of castors.....mm • Low profile for under vehicle clearance.....Y/N 	•	•
5	Portable Arc Welding Set	<ul style="list-style-type: none"> • Welding Current: 60 – 180A(230V) • Electrode capacity: 2 – 4 mm • Cooling: Forced air • Output cable: 16 mm² • No load Voltage: 48V • Supply: 240 V (415V) • Absorbed power: 10 Kw • Product warranty 	<ul style="list-style-type: none"> • Welding current:A (230) • Electrode capacity mm • Cooling: Forced air • Output cable: • No load Voltage: V • Supply:V(.....V) • Absorbed power: Kw • Product warranty.....Y/N 	•	•
6	Oil Filter Strap wrench	<ul style="list-style-type: none"> • Diameter range:60-140mm • Drop-forged steel body with hanging hole. • Reinforced and rubberized strap. 	<ul style="list-style-type: none"> • Diameter range:.....mm • Drop-forged steel body with hanging hole.....(Y/N) • Reinforced and rubberized strap.(Y/N) 	•	•
7	Fully Automatic Tyre changer.	<ul style="list-style-type: none"> • Rigid self-centering clamp • Wide clamping range : • 11” -22” external 	<ul style="list-style-type: none"> •Y/N • Wide clamping range ... External 	•	•

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		13'' - 24'' internal <ul style="list-style-type: none"> • with bead breaker • Heavy duty structure. • Delivery, Installation, training & Commissioning (Sondu Workshop) • Product warranty internal <ul style="list-style-type: none"> • with bead breaker....Y/N • Heavy duty structureY/N • Delivery, Installation, training & Commissioning • Product warranty.....Y/N 		
--	--	--	---	--	--

Technical Schedule 2: Auto mechanics tool box

No	Description	Size	Qty	Brand / Country of origin	Material
1.	Socket spanners Material: Chrome vanadium steel (Mandatory)	10,11,12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30, 32,	20		
2.	Ring Spanners Material: Chrome vanadium steel (Mandatory)	6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22, 21x23, 24x27, 25x28, 30x32.	12		
3.	Open Spanners Material: Chrome vanadium steel (Mandatory)	6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22, 21x23, 24x27, 25x28, 30x32.	12		
4	Combination spanners Material: Chrome vanadium steel (Mandatory)	6,7,8,9,10,11,12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30, 32,	24		
5	Double flex-head socket spanners	8x9, 10x11, 12x13, 14x15, 16x17, 18x19	6		
6	Obstruction spanner Material: Chrome vanadium steel (Mandatory)	8x10, 11x13, 14x15, 17x19, 21x22	5		
7	Plug Spanner socket spanner Material: Vanadium steel (Mandatory)	16, 20.8 mm	2		
8	Screw driver sockets Material: Vanadium steel (Mandatory)	4, 5, 6, 8, 10, 12, 14x52 mm	7		
9.	Allen Keys Material: Protanium high torque Steel (Mandatory)	1 – 10 mm	8		
10.	Adjustable Spanner Material: Chrome vanadium steel (Mandatory)	155, 205 mm	2		
11	Ratchet wrench comfort grip, flip reverse Material: Chrome vanadium steel (Mandatory)	½ '' square drive, 250 mm	1		
12	Sliding T/Handle Material: Chrome vanadium	½ '' square drive, 300 mm	2		

	steel (Mandatory)				
13	Offset Handle Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 200 mm	1		
14	Speed brace Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 400 mm	1		
15	Extension bar set Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 75, 125, 250 mm	2		
16	Universal joint Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 45 mm	1		
17	Self-adjusting multi-grip pliers Chrome vanadium steel (Mandatory)	Maximum jaw capacity and length 35x175 , 60x250 mm	2		
18	Combination Pliers Material: Drop forged Chrome vanadium steel, gripping and cutting. By-material handles with anti-slip guard (Mandatory)	175, 190, 205 mm	3		
19	Long Nose Pliers Material: Drop forged Chrome vanadium steel, gripping, Serrated jaws and hardened cutting. By-material handles with anti-slip guard (Mandatory)	170, 215 mm	2		
20.	Side Cutter pliers Material: Drop forged Chrome vanadium steel, gripping and hardened cutting jaws. By-material handles with anti-slip guard (Mandatory)	160 mm	1		
21.	Water pump Pliers Material: Drop forged Chrome vanadium steel, grove joint adjustable head, By-material handles with anti-slip guard (Mandatory)	250 mm	1		
22.	Circlip pliers set Material: Hardened and tempered Chrome vanadium steel, spring loaded jaws, forged non slip tips, phosphate finish for non-corrosive resistance, vinyl tipped handles	Nose type: Bent-external 19-60 mm Straight-external 19-60 mm Bent-internal 19-60 mm Straight-internal 19-60 mm Length: 180 mm	4		

23	Locking pliers Material: heat treated Chrome molybdenum and vanadium steel,	Curved jaw 45x230 mm Long nose 60x210 mm Straight jaw 45x230 mm	3		
24	Screw drivers set Material: Hardened Chrome vanadium steel with magnetized tip, impact resistant hexagonal handle with ribbed profile	Phillip: #2x38 mm, #2x100 mm, #3x150 mm Slotted: 6x100 mm, 6.5x150 mm, 8x150 mm TRX Star: T8x60 mm, T10x80 mm, T30x 100 mm	9		
25.	Pipe Wrench Material: cast steel with dropped forged carbon steel jaws (Mandatory)	9- 45 x300 mm 13-63 x 450 mm	2		
26.	Scraper Material: hardened, tempered and polished Chrome vanadium steel (Mandatory)	Triangular: 55x100x185 mm Gasket scraper: 15x175x100x185 mm	2		
27.	Punch and Chisels set Material: hardened, tempered and polished Chrome vanadium steel (Mandatory)	Cold chisel: 12x9.5x130 mm Centre punch: #2x9.5x120 mm Taper pin punch: Dia. 3x9.5x120 mm Utility Chisel: 5x9.5x130 mm Parallel pin punch: Dia. 4x9.5x150 mm	5		
28.	Hammers Material: Dead hammer with rubber grip handle. Ball pain hammer drop forged steel heads fitted with straight grained hickory shaft (Mandatory)	Brass faced dead blow: 680g Copper faced: 800 g Ball pain set: 340, 450, 680 g	2		
29	Adjustable hacksaw frame Material: Chrome plated	300 mm	1		
30.	Filler Gauge set Material: nickel polished plated dual marked	0.05-1 mm	1		
31.	Heavy duty steel construction empty tool ches to accommodate all listed tools.		1		

SECTION F

PRICE & SCHEDULE OF REQUIREMENTS

Bidders are required to complete the table below.

No	Description	UoM	Qty	Unit Price (Kes) (VAT INCLUSIVE)	Discount(If any)	Other charges (Specify)	Total cost
1	Electro-Hydraulic two post motor vehicle lifts	Set	3				
2	Impact Wrench Kit with Accessories.	Set	3				
3	Auto mechanic tool box with assorted tools.	Set	1				
4	Mechanics creeper	Pc	7				
5	Portable Arc Welding set	Set	1				
6	Oil Filter Strap wrench	Pc	6				
7	Fully Automatic Tyre changer.	Set	2				
				Total cost			
				Delivery Period			

Tenderer's Name: _____

Authorized Signature: _____

Date: _____

Company Rubber Stamp: _____

N/B: Award will be based per item and the lowest per each item will be considered for award

SECTION G

TENDER FORM

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

Ladies and/or Gentlemen:

1. Having examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Motor Vehicle Workshop Tools in** conformity with the said Tender Documents for the sum of.....

.....(*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the Motor Vehicle Workshop Tools **in** accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% (ten percent) of the Contract Price for the due performance of the Contract, in the form prescribed by KenGen.
4. We agree to abide by this Tender for a period of **90 days** from the date fixed for Tender opening under Clause 15.1 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ **2017.**

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of

Supply of Transport Workshop Tools.

SECTION H

TENDER SECURITY FORM
(To be on the Letterhead of the Bank)

Whereas(*name of the tenderer*) (hereinafter called “the Tenderer”) has submitted its tender dated (*Date of submission of tender*) for the supply of **Motor Vehicle Workshop Tools** (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that We(*name of the bank*) of(*address of bank*) (hereinafter called “the Bank”), are bound unto KenGen in the sum of (*2% of tender price*)..... (*amount in words and figures*) for which payment well and truly to be made to the said KenGen, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2014

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to **30days beyond validity** and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

SECTION I
CONTRACT FORM

THIS AGREEMENT made the day of 2017 between **KenGen** of Kenya of the one part and (*name of Supplier*) of (*city and country of Supplier*) (hereinafter called “the Supplier”) of the other part:

WHEREAS KenGen invited tenders for the supply of certain goods, viz., **Transport Workshop Tools** has accepted a tender by the Supplier for the supply of those Goods in the sum of
(*Contract Price in words and figures*) (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Supply of Transport Workshop Tools.

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

COMPANY SECRETARY)

)
)
)
)
)
)
)
)
)
)

WITNESS

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

DIRECTOR

)
)
)
)
)
)
)
)
)
)

SECRETARY

SECTION J

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

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

WHEREAS[*name of Supplier*]
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. dated
.....2017 supply of **Transport Workshop Tools** (hereinafter called "the
Contract").

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

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

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

This guarantee is valid until the day of2017.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SECTION K

MANUFACTURER'S AUTHORIZATION FORM

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

WHEREAS

[name of the Manufacturer]

who are established and reputable manufacturers of

[name and/or description for goods]

having factories at

[address of factory]

do hereby authorize

[name and address of Agent]

to submit a tender, and subsequently negotiate and sign the Contract with you for the above tools manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the '**Motor Vehicle Workshop Tools**' offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the tenderer in its tender.

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 / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (*Full Names*) Direct / Mobile No's.....
Title Power of Attorney (**Yes / No**)
If **yes**, attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
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 - as per the CR12 form)

Private or public
Company Profile (Attach brochures or annual reports in case of public companies)
State the nominal and issued capital of the Company
Nominal KShs
Issued KShs
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

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

Part 2 (d) – Debarment

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

Full Names
Signature
Dated this day of 2017.
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 2017.
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 2017.

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 2017
 Suppliers' / Company's Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

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

 (Title) (Signature) (Date)

Part 2(i) – Experience:

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

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							

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

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

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

Part 2(j or k) – Declaration

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

Full names

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

 Dated this day of 2017.
 Suppliers' / Company's Official Rubber Stamp
