



KenGen

Kenya Electricity Generating Company Limited

KGN-ADM-10-2016

**OPEN NATIONAL TENDER FOR DESIGN
AND FIT-OUT OF TRAINING FACILITY
ON KenGen PENSION PLAZA 2**

**Kenya Electricity Generating Company Limited,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O. Box 47936,
Nairobi, Kenya.**

www.kengen.co.ke

December 2016

SECTION I

INVITATION TO TENDER

KenGen invites sealed tenders from eligible candidates to bid for “Design and fit-out of training facility at KenGen pension plaza 2, on the 11th floor” whose specifications are detailed in the Tender Document. The bidders specialized in interior design and fit-out works may form consortiums or joint venture to bid for this work. 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) 3666230

Email: tenders@kengen.co.ke; c.c - flamba@kengen.co.ke

Where the tender document may be collected upon payment of a non-refundable fee of **KShs.1, 000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke and www.suppliers.treasury.go.ke. **Bidders who download the tender document from the website are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda.** Downloaded documents are free of charge. Bidders are advised from time to time to be checking the website for any uploaded further information on this tender. They are advised to be keen on the information provided under the Appendix to Instructions to Tenderers (A.I.T.T.) and the Special conditions of the Contract (S.C.C.).

Unless otherwise stated, tenders **MUST** be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked “**TENDER FOR DESIGN AND FIT OUT OF TRAINING FACILITY ON KenGen PENSION PLAZA 2**” and addressed to:-

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

On or before: **Wednesday, 11th January 2017, at 10.00 a.m.**

Bidders are required to make a mandatory site visit to the location of the training facility fit-out project on the 11th floor of RBD building, on any working days at 10.00 am and at 3.00 pm. There will be a mandatory **Pre-bid conference on 15th December, 2016 at 2.30 pm** the site proposed for the facility on the **11th floor of KenGen Pension Plaza 2, Kolobot Road Parklands.** Tenders will be opened on **Wednesday, 11th January 2017, at 10.00 a.m.,** in the presence of the candidates’ representatives who choose to attend at 11th Floor conference room of KenGen Pension Plaza 2.

SECTION II

INSTRUCTIONS TO TENDERERS

1. General
 - 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
 - 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) Copies of certificates of registration, and principal place of business;
 - (b) Total monetary value of construction work performed for each of the last five years;
 - (c) Experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
 - (d) Major items of construction equipment owned;
 - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - (g) Authority to seek references from the Tenderer's bankers.
 - 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
 - 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
 - 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
 - 1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/= Downloaded documents will be free of charge. Bidders who download documents shall promptly notify the Procuring Entity.
 - 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

- (a) These instructions to Tenderers
- (b) Form of Tender
- (c) Conditions of Contract and Appendix to Conditions of Contract
- (d) Specifications
- (e) Drawings
- (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
- (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

3.1 All documents relating to the tender and any correspondence shall be in English Language.

3.2 The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;
- (b) Tender Security;

- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
- (d) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

Tender security

3.6. The tenderer shall furnish, as part of its tender, a tender security as prescribed in the appendix below.

The tender security is required to protect Kenya Electricity Generating Company Limited against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7. 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 or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to Kenya Electricity Generating Company Limited and valid for **at least 30 days beyond tender validity**. Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by Kenya Electricity Generating Company Limited as non responsive, pursuant to paragraph 22. Unsuccessful Tenderer's 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 Kenya Electricity Generating Company Limited. The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by Kenya Electricity Generating Company Limited 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

3.7 Tenders shall remain valid for a period of **Ninety (90) days** from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.

3.8 The Tenderer shall prepare one original of the documents comprising the tender documents as

described in these Instructions to Tenderers.

- 3.9 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.10 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.11 The procuring entity shall reply to any written clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled and sealed in an envelope shall;-
- (a) be addressed to the Employer at the address provided in the invitation to tender;
 - [b] bear the name and identification number of the Contract as defined in the invitation to tender; and
 - [c] provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- 4.4 Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.5 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.6 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Procuring Entity. Minutes of the tender opening, including the information disclosed to those

present will also be prepared by the Procuring Entity.

- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within fifteen (15) days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.

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

5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%

5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract 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 action.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

6.5 Within fifteen (15) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

6.6 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.

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

7. Corrupt and fraudulent practices

7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for procurement of small works shall complement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers (Reference)	Particulars of appendix to instructions to tenderers
1.4	There will be daily opportunities for compulsory site visits during working hours at the project site on 11 th floor of KenGen Pension Plaza 2.
3.6	The amount of tender security/bid bond shall be KES. 150, 000 , valid for a period of 120 days from the date of opening of the bids.
3.7	Tender validity shall be a period of 90 days from the date of opening of the bids.
5.1	The tender closes on Wednesday,11th January 2017 at 10 a.m.

5.10	<p>Evaluation criteria:</p> <p>(a) Mandatory requirements:</p> <p>(b) Certificate(s) of Registration or Incorporation.</p> <p>(c) Valid business permit.</p> <p>(d) Valid current Tax compliance certificate.</p> <p>(e) Dully filled, signed and stamped form of tender.</p> <p>(f) Bid bond/tender security worth KES.150, 000, valid for 120 days.</p> <p>(g) Dully filled, stamped and signed confidential business questionnaire as provided.</p> <p>(h) Joint venture agreement indicating the roles of each party and the Power of attorney (in case of joint venture/consortium) as provided.</p> <p>(i) NCA 7 Certificate for building contractors.</p> <p>(j) Registration and practicing certificate for interior designers from the relevant regulatory and professional body(ASK).</p> <p>(k) Sequential pagination/serialization of all pages of the bid document.</p> <p>(l) Certificate of site visit attendance. Bidders are required to make a mandatory site visit to the location of the training facility fit-out project on the 11th floor of RBD building, on any working days at 10.00 am and at 3.00 pm.</p> <p>(m) The price read out from the form of tender during tender opening shall be final and NOT subject to any amendment. Any arithmetic error will be deemed as a major deviation and shall result to disqualification.</p> <p>(b) Technical evaluation: See the Evaluation criteria details below.</p>
6.5	The amount of performance security shall be 10% of the contract sum.
6.3	The Notification of Award shall be sent to the successful tenderer immediately upon award accompanied with the draft letter of acceptance and draft contract form. The successful tenderer shall sign and return the letter of acceptance and contract for within 15 days.
7.1	See the attached mandatory confidential business questionnaire.

TECHNICAL EVALUATION CRITERIA:

S.No.	Evaluation Dimensions	Maximum	Considerations
1.0	Architectural design concept and approach to the Site	10%	Demonstrates a coherent conceptual approach and orientation that meets the requirements of the design guidelines.
1.1	Design report detailing the functional content of the conceptual design	10%	Sufficient detail and adequate rationale is provided to support the proposed design in relation to: a) Project planning; b) Design concepts and approach; c) Project environment; d) Functional and adaptable design
1.2	Floor plans.	10%	Functional, accurate and complete drawings are provided and should comply with minimum requirements specified in the design guidelines.
1.3	Innovative use of Key materials and schedule of finishes. Demonstrate use of low cost maintenance materials and green technologies	5%	Detailed and accurate schedule provided, supported by explanations.
1.4	Construction works specifications	10%	Sufficiently detailed written description adequately addressing: a) construction method statement; b) Project management plan; c) impacts on existing engineering services and buildings; d) key materials and products; fit out within the overall construction; e) health and safety strategies; f) quality control; g) utilities and building services strategies

S.No.	Evaluation Dimensions	Maximum	Considerations
1.5	Schedule of Accommodation	10%	Bidder is to provide the detailed Schedule of Accommodation with all functional units in accordance with the requirements of the design and overall technical proposal
1.6	Electrical and electronic design system	10%	Sufficiently detailed written description and proposed design to be provided.
1.7	Mechanical services Design system	10%	Sufficiently detailed written description and proposed design to be provided.
1.8	Methodology	10%	<p>Site Organization</p> <p>Method Statement</p> <p>Detailed Design, Mobilization and Construction Schedule based on the critical path network.</p> <p>Equipment schedule and optimization plan</p> <p>Health and safety Plan</p> <p>Others as will be proposed.</p>
1.10	Team composition	15%	<p>Bidders are to provide the Project Team Organization chart and CVs for the project Architectural firm, Quantity Surveying firm, Engineering and Construction firms.</p> <p>Proposed lead personnel for each project design team member should have a minimum experience of ten years post-registration experience in handling similar projects.</p>
	Total	100%	

NOTE: BIDDERS ARE REQUIRED TO PROVIDE DOCUMENTARY EVIDENCE FOR ALL THE ABOVE INFORMATION. SOME FORMATS HAVE BEEN PROVIDED BELOW FOR USE TO PROVIDE SOME OF THE SAID INFORMATION.

NOTE: Under evaluation criterias 1.0, 1.1, 1.2 and 1.5 - Bidders MUST score a combined score of at least 25 out of the total 40 marks for those for parameters.

The aggregate pass mark for the whole technical evaluation shall be 75 %. Those who will qualify shall have their prices evaluated.

(c) Financial evaluation: the lowest evaluated price shall be recommended for award.

SECTION III
GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Notification of award.

“Days” are calendar days; “Months” are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” means Kenya Electricity Generating Company Limited and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“ A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“ A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

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

- (1) Contract Agreement,
- (2) Notification of award
- (3) Letter of Acceptance,
- (4) Conditions of Contract
- (5) Technical Specifications
- (6) Drawings,

- (7) Bills of Quantities or Schedule of Rates [whichever is applicable)
- (8) Contractor's Tender,
- (9) Applicable Addenda and Clarifications

3. Employer's Representative's Decisions

3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place

where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

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

9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) Force majeure, or
- (b) Reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) Reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) Reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

- (i) Reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

11 Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of 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 Bills of Quantities/Schedule of Rates 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 Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- (i) Advance payment _____ (percent of Contract Price, [after Contract execution] to be inserted by the Employer).
- (ii) First stage (define stage) _____
- (iii) Second stage (define stage) _____
- (iv) Third stage (define stage) _____
- (v) After defects liability period .

14.2 Upon deciding that Works included in a particular stage are

complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the

Employer's Representative issuing a Certificate of Completion.

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount

which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (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 dis-favour to any person in relation to this or any other contract with the Employer.
- (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.

21. Settlement of Disputes

21.1 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.

22 Taxes

22.1.1 "**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.

22.1.2 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.

22.1.3 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.

22.1.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

Tax Deduction

22.1.5 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.

22.1.6 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

22.1.7 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.

22.1.8 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.

22.1.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: KENGEN

Address: PO BOX 47936-00100 NAIROBI, Tel 3666000

Name of Employer's Representative: Mr. Fredrick Lamba.

Title: ADMINISTRATION MANAGER.

Telephone: 0723 848 900.

The name (and identification number) of the Contract is KGN-ADM-10-2016.

The Works consist of: Design and fit-out of training facility at KenGen pension plaza 2

The commencement Date shall be the date of contract signature

The contract duration shall be six (6) weeks.

The Site is located at 11th floor of KenGen RBS building.

14.3 The Defects Liability Period is three months.

Amount of Performance Security is 10% of the contract sum

Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Electricity Generating Company Limited the performance security in the amount specified in Special Conditions of Contract. The proceeds of the performance security shall be payable to Kenya Electricity Generating Company Limited as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited, in the form provided in the tender documents. The performance security will be discharged by Kenya Electricity Generating Company Limited and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

10.1 – Management review meetings shall be held on weekly basis or as agreed during the project implementation.

13.1 – No price or quantity variation will be allowed under this contract.

14.1 – Payment shall be made upon completion and final joint inspection of the works. There will therefore be NO advanced or interim payments.

SECTION IV

SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES

I.SPECIFICATIONS

II. DRAWINGS

III.BILL OF QUANTITIES/SCHEDULE OF RATES

THE PROJECT:

Kenya Electricity Generating Company Limited wishes to set up a training facility within its office premises located on the 11th floor of KenGen Pension Plaza 2 along Kolobot Road, Parklands. The facility will be fitted out and equipped with modern furniture fittings and training equipment including modern Audio Visual aides. In order to effectively meet training needs, KenGen intends to carry out fit-out of a training facility located at the 11th Floor of KenGen Pension Plaza 2. The Offices cover a total of nine floors – Ground to 8th. The objective is to modernize the offices to meet our current and future spatial requirements.

DESIGN GUIDELINES:

➤ **The proposed design must take into account the following factors:-**

1. Optimised use of the available space.
2. Energy-efficiency.
3. Water-efficiency.
4. Optimized use of materials.
5. Design for durability.
6. Design for future re-use and adaptability.
7. The aesthetics of the fit-out must reflect a modern and enticing working environment.
8. Fire safety considerations.

➤ **The Graphical proposal shall include at least the following:-**

1. An overall description of the works: the artistic concept, the internal environmental setting, the exploitation of the space, etc.;
2. Detailed description of the works with its components, their features, their distribution in space, their functional links and the convivial character of the whole; Economy of energy and ease of maintenance
3. Concept of green design
4. Description of the proposed materials and utilization of locally available materials
5. Justification of the basic technical and artistic choices
6. Main advantages of the chosen technical options
7. An electronic copy (soft copy) of the presentation either on CD or memory stick shall be included in the proposal on submission.
8. A general scaled layout plan.

9. Scaled Plans, sections, facades.
10. Explanatory perspective views.

➤ **Bidders are required to submit their design and fit-out proposals that ensure the following objectives are satisfactorily met:-**

1. Modern training facility design.
2. Redesign of floor layouts to reflect more functional and adaptable layouts that provide conducive training atmosphere.
3. Two large training rooms each of sitting capacity of 120 pax facing a presentation screen in conference formation.
4. The two training rooms be separated by a sound proof collapsible wall made of hardwood which when opened will provide a large conference facility of 240 pax sitting capacity.
5. Effective sound proofing of all spaces to ensure there is no sound penetration between the training rooms and to the outside.
6. Two utility break out rooms each of 10 pax sitting capacity 4 X 5 sq.mtres
7. Provide for effective access to the main corridor and access to washrooms.

➤ **The draft layout plan for the concept is attached for ease of reference.**

➤ **The Bidders are expected to prepare the following:-**

1. Detailed architectural drawings for all project items;
2. Detailed structural design for all structural members;
3. Detailed design of services namely: electrical, mechanical, Local Area Network, access controls, CCTV, fire, public health systems;
4. Interior designers 3-dimension drawings and details of the following:-

a) Furniture

Appropriate furniture will be acquired for the facility including:-

- i. Custom conference & training facility chairs.
- ii. Rectangular desks to provide for desired training sitting arrangement. Foldable to allow for easy storage.
- iii. Round desks to provide for round table training requirements. Foldable to allow for easy storage.
- iv. Custom moveable presentation stands.
- v. Eight seater meeting tables for the break out rooms.
- vi. The interior designer shall provide a complete schedule of fixed and loose furniture for the facility.
- vii. The interior designer shall provide a complete schedule of fixed and loose furniture for the facility.

The interior designer shall provide a complete schedule of the fixed and loose furniture requirements.

b) Floor finish

- i. The floor finish should be of high quality carpet tiles in colors that provide conducive atmosphere for training as advised by an interior designer and approved by KenGen.

- ii. Provide a moveable 3500X2500X150mm presentation podium made of camphor hardwood covered by carpet tiles to match the floor tiles in the two training rooms.

c) Sound management

The walls should be sound proofed to effectively manage sound within the rooms.

d) Collapsible partition

The two large training rooms should have a high quality wooden collapsible partition, which should be sound proof to effectively manage sound within the two separate rooms.

e) Lighting

Lighting should be designed to suit training as well as conferencing requirements. This should have the provision for light intensity adjustment to suit presentations.

f) Audio Visual presentation system

The Audio visual system should have both the monitor and drop down white screen projection provisions with WiFi enhancements to optimize cable management. The monitor presentation system should be coupled with a smart touch screen board from which a presenter may scribble illustrations which project to the monitor. The audio system should be embedded within the training room to optimize sound effects. The Audio Visual system must be compatible with the existing KenGen network (Cisco) and should be integrated.

g) Facility ventilation

The facility should be effectively ventilated both naturally and artificial conditioning to ensure the facility provides conducive environment for users at all times.

h) Power and data connectivity

The facility should provide power and data connectivity to optimally support training requirements. Data connectivity should be both physical as well as WiFi enhanced.

i) Window blinds

Appropriate window blinds should be fitted that will provide conducive training and conferencing environment.

5. Technical specifications and bills of quantities;
6. Cost of works and services;
7. Project scheduling showing all critical design and fit-out activities.

➤ **Project Structure:**

1. Bidders will be expected to provide their best design solutions for the Site and offer competitive prices for their design and build proposals.

2. The bidding parameter will be based on the weighted aggregate score consisting of the Technical Score of the bidders proposal, the Financial Score based on the proposed construction cost and the Period Score based on the proposed completion time.
3. The Contracting Authority will then proceed to enter into a contract with the successful Bidder to undertake the proposed fit-out.

Bidders are required to submit their design and fit-out proposals that ensure the following objectives are satisfactorily met:-

1. Modern training facility design.
2. Redesign of floor layouts to reflect more functional and adaptable layouts that provide conducive training atmosphere.
3. Two large training rooms each of sitting capacity of 120 pax facing a presentation screen in conference formation.
4. The two training rooms be separated by a sound proof collapsible wall made of hardwood which when opened will provide a large conference facility of 240 pax sitting capacity.
5. Effective sound proofing of all spaces to ensure there is no sound penetration between the training rooms and to the outside.
6. Two utility break out rooms each of 10 pax sitting capacity 4 X 5 sq.mtres
7. Provide for effective access to the main corridor and access to washrooms.

The draft layout plan for the concept is attached for ease of reference.

The Bidders are expected to prepare the following:-

1. Detailed architectural drawings for all project items;
2. Detailed structural design for all structural members;
3. Detailed design of services namely: electrical, mechanical, Local Area Network, access controls, CCTV, fire, public health systems;
4. Interior designers 3-dimension drawings and details of the following:-

a) Furniture

Appropriate furniture will be acquired for the facility including:-

(a) Custom conference & training facility chairs.

(b) Rectangular desks to provide for desired training sitting arrangement. Foldable to allow for easy storage.

- (c) Round desks to provide for round table training requirements. Foldable to allow for easy storage.
- (d) Custom moveable presentation stands.
- (e) Eight seater meeting tables for the break out rooms.

The interior designer shall provide a complete schedule of fixed and loose furniture for the facility.

b) Floor finish

- i. The floor finish should be of high quality carpet tiles in colors that provide conducive atmosphere for training as advised by an interior designer and approved by KenGen.
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Lighting should be designed to suit training as well as conferencing requirements. This should have the provision for light intensity adjustment to suit presentations.

f) Audio Visual presentation system

The Audio visual system should have both the monitor and drop down white screen projection provisions with WiFi enhancements to optimize cable management. The monitor presentation system should be coupled with a smart touch screen board from which a presenter may scribble illustrations which project to the monitor. The audio system should be embedded within the training room to optimize sound effects. The AV system must be compatible with the existing KenGen network and should be integrated.

g) Facility ventilation

The facility should be effectively ventilated both naturally and artificial conditioning to ensure the facility provides conducive environment for users at all times.

h) Power and data connectivity

The facility should provide power and data connectivity to optimally support training requirements. Data connectivity should be both physical as well as WiFi enhanced.

i) Window blinds

Appropriate window blinds should be fitted that will provide conducive training and conferencing environment.

5. Technical specifications and bills of quantities;
6. Cost of works and services;
7. Project scheduling showing all critical design and fit-out activities.

PROJECT STRUCTURE:

1. Bidders will be expected to provide their best design solutions for the Site and offer competitive prices for their design and build proposals.
2. The bidding parameter will be based on the weighted aggregate score consisting of the Technical Score of the bidders proposal, the Financial Score based on the proposed construction cost and the Period Score based on the proposed completion time.
3. The Contracting Authority will then proceed to enter into a contract with the successful Bidder to undertake the proposed fit-out.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION IN THE FORMATS PROVIDED.

(A) Methodology

- Site Organization

- Method Statement

- Mobilization Schedule

- Construction Schedule

- Equipment schedule and optimization plan

- Health and safety Plan

- Others

(B) Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating

	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

(C) Personnel

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
-----------	---------------------------

Design and building of training facility at KenGen plaza 2.

	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

***As listed in Section III.**

(D) Resume of Proposed Personnel

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

(E) BIDDER’S INFORMATION SHEET

Date:

Applicant’s Legal Name:
In case of BC, legal name of each party:
Applicant’s Actual Country of Constitution:
Applicant’s actual or year of Constitution:
Applicant’s legal address in country of constitution:

Applicant's authorized representative information: Name:
Address:

Telephone/Fax No:

E-mail address:

Attached are copies of original documents of:

- Certificate of Registration / Incorporation and Articles of Association or Documents of Constitution of the Legal Entity named above.
- In case of BC, a Joint Bidding Agreement, in accordance with attached form.
- In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

(F) INFORMATION SHEET FOR THE BIDDING CONSORTIUM (BC) PARTY

Date:

Each Applicant that is a BC Party must submit this information.

BC Applicant Legal Name:
BC party / Sub-Contractor's Legal Name: [insert full legal name of JV party]:
BC Party's Country of Registration: [indicate country of registration]:
BC party's year of constitution: [indicate year of constitution]:
BC party's Legal address in country of constitution: [insert street/ number/ town or city/ country];
BC party authorized representative information Name: [insert full legal name] Address: [insert street/ number/ town or city/ country] Telephone/Fax numbers: [including country and city codes] E-mail address: [indicate e-mail address]
Attached are copies of original documents of: <ul style="list-style-type: none">• Articles of Incorporation or Documents of Constitution of the legal entity named above.• In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.
<i>Design and building of training facility at KenGen plaza 2.</i>

(G) CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that

[M/s] Being the authorized representative/Agent of

participated in the organized inspection visit of the site of the works for the

.....

held on

..... Day of 20

Signed

[KENGEN’s Representative]

.....

NOTE: This form is to be completed whether the site visit is made at the time of the organized site or privately organized.

(H) FORMAT OF POWER OF ATTORNEY FOR DESIGNATING LEAD CONSORTIUM MEMBER

(each firm to designate LCM on separate sheet)

POWER OF ATTORNEY FOR DESIGNATING LEAD CONSORTIUM MEMBER

Whereas the Kenya Electricity Generating Company ("KENGEN") has invited proposals from interested parties for the **Fit-out of KenGen Offices at Stima Plaza** on design and build basis,

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (Tender document) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the Tender document Document for the Consortium Member to designate the Lead Consortium Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (Consortium Member) (the respective names and addresses of the registered office) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Consortium Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with KENGEN, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with KENGEN.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Consortium Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us / Consortium.

Dated this _____ day of _____, 20_____

Signed & Stamped:

(I) FORMAT OF POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

We _____ do hereby constitute, appoint and authorize Mr. _____ of _____ who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project _____, including signing and submission of all documents and providing information / responses to the Kenya Electricity Generating Company ("KENGEN"), representing us in all matters before KENGEN, and generally dealing with KENGEN in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

..... (Signature)

Accepted

..... (Signature)

(J) FORMAT FOR JOINT BIDDING AGREEMENT

THIS Joint Bidding Agreement executed on this day of Two thousand and between M/s, a incorporated **under the laws of** _____ and having its Registered Office at (hereinafter called the "Lead Consortium Member", which expression shall include its successors, executors and permitted assigns) and M/s _____, a _____ incorporated _____ and having its Registered Office at _____ (hereinafter called the "Technical Consortium Member", which expression shall include its successors, executors and permitted assigns) for the purpose of making a Proposal and entering into the Development Agreement (in case of award) to be hereinafter referred to as the Contracts, against Request for Proposal of the Kenya Electricity Generating Company, or its authorized representative (hereinafter referred to as KENGEN).

WHEREAS KENGEN desires to select a Contractor for, WHEREAS, KENGEN had invited tenders its Tender document Document; AND WHEREAS the Instructions to Bidders in this Tender document document stipulates that the Bidder qualifying on the strength of a Bidding consortium to submit a legally enforceable Joint Bidding Agreement in a format specified by KENGEN wherein the Consortium Members have to set out their roles and responsibilities for the implementation of the Project.

AND WHEREAS the Proposal has been submitted to KENGEN vide letter no. dated in accordance with the relevant provisions of Tender document. NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this consortium do hereby mutually agree as follows:

- 1) In consideration of the award of the Contract by KENGEN to the Consortium, we, the members of the Consortium and partners to the Joint Bidding Agreement do hereby unequivocally agree that partner, M/s (name of Lead Consortium Member), shall act as the Lead Consortium Member as defined in the Tender document for self and agent for and on behalf of the Consortium Members.
- 2) Notwithstanding anything contrary contained in this Joint Bidding Agreement, all the Consortium Members shall be jointly and severally responsible for the execution of the Project in accordance with the terms of the Joint Venture Agreement.
- 3) The roles and responsibilities of the Lead Consortium Member are as follows:
 - a. Project coordination and negotiations
 - b. Management of the Technical team members
 - c. Liaison with the Kenya Electricity Generating Company and other project Stakeholders

4) The roles and responsibilities of the Consortium Members are as follows:

- i. _____
- ii. _____
- iii. _____

5) The Lead Consortium Member is hereby authorized by the Consortium Members to bind the Bidding Consortium and receive instructions for and on their behalf. It is further understood that the execution of the Contract shall be done exclusively by the Lead Consortium Member.

6) The Lead Consortium Member shall be jointly liable and responsible for ensuring the individual and collective commitment of each of the members of the consortium in discharging all their respective obligations. Each Consortium member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged.

7) The Lead Consortium Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure and implementation of the Project on behalf of the Consortium.

8) This Joint Bidding Agreement shall be construed and interpreted in accordance with the Laws of Kenya and shall have the exclusive jurisdiction in all matters relating thereto and arising hereunder.

9) It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by KENGEN.

10)The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Tender document and for the purposes of the project.

11)It is hereby expressly understood between the partners to this Joint Bidding Agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of KENGEN.

12)This Joint Bidding Agreement

- a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;

- c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of KENGEN.

IN WITNESS WHEREOF, the partners to the Joint Bidding Agreement have, through their authorized representatives, executed these present and affixed the Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For and on behalf of Lead Consortium Member by:

For and on behalf of the Consortium Member by:

(Signature)

(Name)

(Designation)

APPENDIX – PICTORIAL APPERANCE OF TRAINING FACILITY CONCEPT



SECTION V STANDARD FORMS

(A) FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings
_____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender **until the expiry of the 90 days tender validity period**, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. 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 authorised to sign on behalf of

Name of bidder: _____

[Address of Tenderer] _____

Witness; Name _____ Signature _____

(B) CONTRACT FORM

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered
office is situated at] _____
(hereinafter called “the Employer”) of the one part AND
_____ of [or whose registered
office is situated at] _____
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (name and identification number of Contract) (Hereinafter called “the Works”) located at
[Place/location of the Works] and the Employer has accepted the tender submitted by the
Contractor for the execution and completion of such Works and the remedying of any defects therein
for the Contract Price of Kshs _____ [Amount in figures], Kenya Shillings
[Amount in words].

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract
 - (iv) Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby

covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

**(C) FORM OF TENDER
SECURITY**

(On bank letterhead)

WHEREAS(hereinafter called “the Tenderer”) has submitted
his tender dated for the construction of
.....
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered
office at(hereinafter called “the Bank”), are bound unto
.....(hereinafter called “the Employer”) in the sum of
Kshs..... for which payment well and truly to be made to the said Employer, the
Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of
the said Bank this Day of
.....20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

(D) PERFORMANCE BANK GUARANTEE

(On bank letterhead)

To: _____(Name of Employer) _____(Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee: NOW THEREFORE

we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as

aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid 30 days after the end of defect liability period marked by issuance of Certificate of completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

(E) **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 - as per the CRI2 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 of2015.

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 of2015.

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 of2015.

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 of2015

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) – 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 of2015.

Suppliers' / Company's Official Rubber Stamp

.....