



KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-ADM-12-2017

**TENDER FOR SUPPLY AND DELIVERY OF BRANDED
MINERAL WATER, FOR KENYA ELECTRICITY
GENERATING COMPANY.**

(Reserved for the Registered Youth Groups only)

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

Website: www.kengen.co.ke

December, 2017

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SECTION I

INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates to tender for **Supply of Branded Mineral Water for Kenya Electricity Generating Company.**

Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director
Tel: (254) (020) 3666000
Email: tenders@kengen.co.ke;
flamba@kengen.co.ke

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

Bidders are advised from time to time to be checking the website for any uploaded further information on this tender. Bidders are required to fill and sign the tender securing declaration form. Unless otherwise stated, Tenders **MUST** be submitted in a plain sealed envelope clearly labelled and marked “**Supply of Branded Mineral Water, for Kenya Electricity Generating Company**” **KGn-ADM-12-2017** and addressed to:

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

On or before: ***9th January, 2018 at 10.00 A.M***

Tenders will be opened on ***9th January, 2018 at 10.30. A.M*** in the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor.

KenGen adheres to high standards of integrity in its business operations. Report any unethical Behavior immediately to any of the provided anonymous hotline service.

**Call Toll Free: 0800722626
Free Fax: 00800 007788
Email: kengen@tip-offs.com
Website: www.tip-offs.com**

SUPPLY CHAIN DIRECTOR

SITE VISIT SCHEDULE

NO	SITE	SITE VISIT DATE
1	Stima plaza RBS Silo(KenGen Plaza 2)	<p data-bbox="997 449 1529 701">Any working day from the date of advert ,5th December to 20th of December 2017 and then on Tuesday, 2nd of January 2018, between 9.30 a.m. and 3.30 p.m.</p> <p data-bbox="997 743 1520 911">Report to the administration Officer on the ground. Bidders shall be issued with a site visit certificate</p>
2	C/workshop Embakasi Gas Turbine	
3	Ngong Power Station	
4	Kamburu Power Stations, Matendeni Camp KSSC & Maintenance Workshop and Masinga Power Station Start point will be Matendeni Camp – Kamburu Senior Staff Club.	
5	Gitaru, Kiambere and Kindaruma Power Stations	
6	Tana Power Station & Wanjii Power Station	
7	Kipevu Power Station	

SECTION II

INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements (Section VI).

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document collected from the Procuring Entity shall not exceed Kshs.1,000/=. Downloaded copies are free of charge.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Manufacturer's Authorization Form
 - (xii) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than **seven (7) days prior to the deadline for the submission of tenders**, prescribed by the

procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have Received the tender document.

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

2.6 **Amendment of Documents**

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in email and will be binding on them.

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

2.7 **Language of Tender**

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **120 days after** the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity (*if applicable*); and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall not be applicable in this tender.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.

The Tender Security may also be in the form of an on-demand guarantee issued by a reputable insurance company approved by the Authority and in the form provided in the tender documents or another form acceptable to the Procuring entity.

The tender security must be valid for at least thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
 - (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for **120 days after** the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Tenderer shall prepare **two copies of the tender**, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER**,” as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE, **9th January, 2018 at 10.00 a.m**”

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **9th January 2018 at 10.30 a.m.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **9th January, 2018 at 10.30 a.m)** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation,

provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within **30 days** of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within **fifteen (15) days** from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This invitation for tender is open to registered youth firms as described in the invitation to tender.
2.10.4, 2.14.1, 2.14.2	Bidders are required to fill and sign the tender securing declaration form.
2.16.1	The tenderer shall prepare two copies of the tender , clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate.
2.17.2, 2.18.1, 2.20.1	Tender Closing Date:9th January 2018 at 10.00 A.M Tender Opening Date:9th January 2018 at 10.30 A.M
2.24.3	<p><i>The following shall be the evaluation Criteria</i></p> <p><i>A) Mandatory Requirements may include but not be limited to the following:</i></p> <ul style="list-style-type: none"> i. Business Registration Certificate/Certificate of Incorporation ii. Evidence of Registration as a Special Category by either Treasury or County government iii. Duly filled and signed Tender Declaration Form iv. Duly filled tender form and Price schedules v. Site Visit Certificate for the area of interest. vi. Duly completed and signed Confidential Business Questionnaire as provided ix. Bidders who are not manufacturers/ dealers of Mineral water must attach Manufacturers authorization specifying the type of water to be supplied. x. Attach Valid Kenya Bureau of Standards (KEBS) certification. xi. Bidders who have arrangements with the manufacturer or dealer in Mineral water must be facilitated by the Manufacturer to attach the KEBS certificate plus water chemical analysis report – Bidder must indicate whether they are manufacturers/Dealers or not. xii. Bidders must state the Brand of water being quoted for – indicating details of the mineral content (submit a clear brand label sample or photo of the brand.) <p><i>N.B KenGen shall carry out due diligence on the source and authenticity of the certificate.</i></p>

ii. Youth Bidders who may not have capacity as defined by this tender are allowed to form a joint venture with manufactures /dealers/ established entities to meet the requirements.

Under this arrangement the following conditions must be met.

- i) A formal partnership agreement /Joint venture Agreement.
- ii) The roles of each party must be defined in the arrangement the lead however must be occupied by the youth firm.
- iii) Not more than one agreement among youth bidders for this tender will allowed.

Only bidders who fulfill the mandatory requirements will qualify for Technical evaluation

B) Technical Evaluation Requirements

TECHNICAL EVALUATION SCORE SHEET

No.	Description of Criteria	Comments Responsiveness (pass or fail)
1	<p>Distribution Capacity</p> <p>Work plan and Methodology Demonstrate how the water will be distributed i.e.transportation and logistical effectiveness and efficiency. Give evidence in case of joint-venture or Sub-contracting arrangements. This must be comprehensive, efficient</p>	
2.	<p>Transport and logistics: Confirm fleet capacity to execute the tender as require. Attach log book copies for owned or for hired/leased/JV vehicles if applicable. If Other modes are proposed, specify.</p>	

	<table border="1"> <tr> <td data-bbox="565 195 626 632">3</td> <td data-bbox="626 195 1226 632"> <p>Response time to replenish calls per area. (Indicate contacts details and submit proposed delivery Schedules (day) per area. Nairobi area (Stima Plaza, RBS Silo Offices, Coast area – Kipevu Power Station Eastern Hydros - Tana, Kamburu, Kindaruma Power Stations, and Gitaru Central Office</p> </td> <td data-bbox="1226 195 1518 632"></td> </tr> <tr> <td data-bbox="565 632 626 909">5</td> <td data-bbox="626 632 1226 909"> <p>Detailed water treatment and bottling procedures Type of water Type of facilities and equipment Purification plant Production unit capacity Hygiene standards Quality standards</p> </td> <td data-bbox="1226 632 1518 909"></td> </tr> <tr> <td data-bbox="565 909 626 997">7</td> <td data-bbox="626 909 1226 997"> <p>Commendation letters from three (3) current or previous major clients with work of equivalent nature.</p> </td> <td data-bbox="1226 909 1518 997"></td> </tr> <tr> <td data-bbox="565 997 626 1203">8</td> <td data-bbox="626 997 1226 1203"> <p>Document presentation ❖ The document should be logically arranged, neat and give ample evidence in terms of contents Table of content –Reference attachment – to facilitate evaluation</p> </td> <td data-bbox="1226 997 1518 1203"></td> </tr> </table> <p><u>Bidders must pass on all the above 6 technical evaluation parameters to be considered for price evaluation.</u></p> <p>C)Price Evaluation The lowest evaluated bidder per schedule /site / Area will be considered for the award.</p>	3	<p>Response time to replenish calls per area. (Indicate contacts details and submit proposed delivery Schedules (day) per area. Nairobi area (Stima Plaza, RBS Silo Offices, Coast area – Kipevu Power Station Eastern Hydros - Tana, Kamburu, Kindaruma Power Stations, and Gitaru Central Office</p>		5	<p>Detailed water treatment and bottling procedures Type of water Type of facilities and equipment Purification plant Production unit capacity Hygiene standards Quality standards</p>		7	<p>Commendation letters from three (3) current or previous major clients with work of equivalent nature.</p>		8	<p>Document presentation ❖ The document should be logically arranged, neat and give ample evidence in terms of contents Table of content –Reference attachment – to facilitate evaluation</p>	
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2.24	<p><i>Particulars of award of contract</i></p>												
2.24.7	<p><i>KenGen reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Bill of requirements without any change in unit price or other terms and conditions</i></p>												

SECTION III:

GENERAL CONDITIONS OF CONTRACT

Table of Clauses

- 3.1 Definitions
- 3.2 Application
- 3.3 Country of Origin
- 3.4 Standards
- 3.5 Use of Contract documents and information
- 3.6 Patent Rights
- 3.7 Performance security
- 3.8 Inspection and Tests
- 3.9 Packing
- 3.10 Delivery and documents
- 3.11 Insurance
- 3.12 Payment
- 3.13 Price
- 3.14 Assignments
- 3.15 Sub contracts
- 3.16 Termination for default
- 3.17 Liquidated damages
- 3.18 Resolution of Disputes
- 3.19 Language and law
- 3.20 Force Majeure
- 3.21 Taxes

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

- 3.7.1 Within **fifteen (15) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of

completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.9.3

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

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

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

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

3.21 Taxes

3.21.1 "**Taxes**" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

3.21.2 Local Taxation

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.21.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.21.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to

constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

Tax Deduction

3.21.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.21.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

Tax Indemnity

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.21.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

1. DEFINITIONS

“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 Services as certified by the Employer’s Representative.

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

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

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

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

“Site” means the place or places where the Services are to be carried out.

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

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

“Branding” means labelling half litre water bottle with approved label by the procuring entity representative.

“KEBS” means Kenya Bureau of Standards

“KS 05 459-7 or KS EAS 13:2000” are the KEBS code for mineral water

“Diamond mark” is KEBS mark for specified standards.

“Agreement” means this Agreement made between KenGen and the Contractor including the First and second schedules and to other document forming the Agreement;

“Effective Date” means the date that the services shall commence as stipulated in the Agreement.

“Party” means either KenGen or the Contractor

“Both Parties” means KenGen and the Contractor

“Rates” means the costs and charges of the services the Contractor shall provide to KenGen; as provided for in the Second Schedule of this Agreement;

“Duties” means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Contractor to KenGen as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order.

2. CONTRACT DOCUMENTS

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

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

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. INSTRUCTIONS

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

5. MANAGEMENT MEETINGS

5.1 An informal meeting between the supervisor of the contract and KenGen representative shall be held when deemed necessary.

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

6. DURATION OF CONTRACT (GCC)

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

7. NON PERFORMANCE PENALTY

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

8. TERMINATION

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

(a) By Breach of Contract

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

(b) By Agreement

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

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

10. CONFIDENTIALITY

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

11. ASSIGNMENT

The Contractor shall not assign or sub-contract any of its rights or duties under this Agreement

12. SUB-CONTRACT

The contract shall not be sub-contracted under this agreement.

13. PAYMENT TERMS (GCC 8)

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

14. PROVISION AND STANDARD OF SERVICE

- (a) The Contractor shall provide services of acceptable standards set by KenGen in the performance of this Agreement and unacceptable performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of KenGen;
- (b) Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by KenGen
- (c) If at any time during the performance of this Agreement the Contractor encounters conditions affecting timely provision of services, the service provider shall immediately and without any delay notify KenGen in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable KenGen shall evaluate the condition and may, at its sole discretion, waive the Mineral water suppliers obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

15. PERFORMANCE SECURITY

The Contractor shall within fourteen (14) days from the date of executing this Agreement furnish KenGen with a Performance security whose value shall be equivalent to **one per cent (1%) of the annual Contract Value**. The performance security will have a one year value, renewable three months before the expiry of each year of the contract period.

16. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

The Contractor shall not;

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

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

17. PROBATION PERIOD

The Contractor shall provide the services to KenGen on a probationary basis during the first Three (3) months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed or terminated in writing at the discretion of KenGen as stipulated in clause 6, 7, 8 and 9

18. NOTICE ADDRESSES

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

19. TENDER PRICES (GCC 9)

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

20. INDEMNITY

The Contractor shall indemnify and keep indemnified KenGen, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Supplying Officers whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by KenGen, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Contractor its servants or agents.

21. CLAIMS

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

22. LIQUIDATED DAMAGES

If the contractor fails to provide any or all of the services within the period(s) specified in the contract, KenGen shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services, per day until actual delivery of services, up to a maximum education of 10% of the unperformed services. After this KenGen may consider termination of the contract.

23. PACKAGING

Cartons of 24pcs 500ml.

24. STANDARD SPECIFICATIONS

Must have the diamond standardization mark from Kenya Bureau of Standards (KeBS). This standardization certificate must be provided during tendering failure to which will result in disqualification of the tender. KEBS standards for mineral water chemical analysis coded as KS 05-459 part 7 or KS EAS 13:2000 (depending on the date of certification and validity period) shall apply.

25. DELIVERIES AND INTERVAL OF REPLENISHMENT.

Deliveries of the bottled water will be to various stations stores as indicated. The interval of replenishment will be determined by the consumption. The Chief Administration Officer or his/her representative shall advise the supplier on the quantity and times of delivery.

26. METHODOLOGY OF DISPOSAL.

The successful bidder shall take the water bottles away for effective disposal as per NEMA requirements in a hygienic manner when need be. KenGen shall not be held responsible for disposal that does not conform to the acceptable standards.

27. SITE MEETING DURING SERVICE

KenGen shall schedule site meetings on quarterly basis to review performance, and shall call other meetings on short notice, if the situation warrants so. The expenses shall be the responsibility of the bidder.

28. PAYMENT

Payment shall allow 30 days credit from the date of invoice. The successful bidder will issue a delivery for the number of mineral water bottles supplied and sign our register each time a delivery is made. At the end of each month, only one invoice will be issued that tally with deliveries made.

SECTION V

TECHNICAL SPECIFICATIONS

SPECIFICATIONS AND SCOPE OF MINERAL WATER SUPPLIES.

The objective of the specifications is to provide sufficient information to enable the Tenderer prepare their tenders accurately, especially the Price Schedules, for which a form is prepared.

PURE MINERAL WATER.

- a) The Water supplied shall be pure mineral water bearing Kenya Bureau of Standards diamond mark.
- b) The mineral water shall be packaged in clean and new bottles.
- c) The source must be certified by the Kenya Bureau of Standards (KEBS. A copy of the Certification must be provided and KenGen shall verify its authenticity from the relevant authorizing body).
- d) KEBS standards for mineral water and chemical analysis KS 05-459 part 7 or KS EAS 13:2000 shall apply.

SUPPLY BRANDED MINERAL WATER 500ML.

NO	LOCATION	Estimated No. of 500ml {packaged in cartons}
1.	Stima Plaza Head Office: - Drop off point RBS Silo(KenGen Plaza II & Stima Plaza III	80 cartons per month
2.	Kipevu Power Station – Drop off point Supply of 500ml carton of mineral water for	20 cartons per month
3.	Easter Hydros: Drop off point - Gitaru Power Station Supply of 500ml carton of mineral water for Gitaru Office, Masinga, Kiambere, Kindaruma and Kamburu Power Stations	25 cartons per month
4.	Drop off Point: Tana Power Station Wanji Power Station Sagana Power Station Tana Power Station	10 cartons per month

One carton must contain 24 pieces of 500ml water bottles

NOTE: Bidders must indicate their quoted prices in the provided format. No arithmetic error should be made on unit or total costs. Any error deemed as major shall result to disqualification of the bidder at price evaluation.

TENDERER.....

SIGNATURE.....

DATE.....

LOCATIONS OF THE DELIVERY POINTS

1. Stima Plaza Phase III – Kolobot Road Parklands, Nairobi
2. Tana Power Stations are located along Nairobi - Nyeri highway, approximately 80kms from Nairobi City and 0.3 kms from the main road.
3. Gitaru Power Station is about 180KM away from Nairobi off Thika/Garissa road and along Kangonde/Embu road.
4. Kipevu Power Station is located about fifteen (15) kilometers West of Mombasa town along the Mombasa/Nairobi highway off Changamwe roundabout on the way to the port of Mombasa through kipevu gate.

Note: Bidders must visit and familiarize with the delivery points distance and terrain

SECTION VI

PRICE SCHEDULE FOR GOODS

Location	Estimated No. of 500ml cartons of water supply Per Week	Quoted cost per 500ml carton(Kshs.)	Total cost per week (Kshs.)	Total Amount per month 16% VAT inclusive
Supply of 500lt carton of mineral water for Stima Plaza	30 cartons per week			
Supply of 500lt carton of mineral water for Kipevu Power Station	5 cartons per week			
Supply of 500mlt carton of mineral water for Gitaru Office, Masinga, Kiambere and Gitaru Power Stations	17 cartons per week			
Supply of 500mlt carton of mineral water for Matendeni KSS Club	50 cartons per week			
Kindaruma Power Station	2 cartons per week			
Kamburu Power Station	5 cartons per week			
Tana Power Station	5 cartons per week			
Wanjii Power Station	1 Carton fortnightly			
Sagana Power Station	1 Carton fortnightly			

Signature of tenderer.....

SECTION VIII
STANDARD FORMS
1. FORM OF TENDER

Date _____

Tender No. _____

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

FUMIGATION SERVICES FOR KENGEN PREMISES AND POWER STATIONS

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services (..... *(Supply and delivery of mineral water)*) in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the service delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of **120 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

Note: In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2015**

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

2.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 of your tender or termination of your contract or debarment of your firm 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 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 2015.
In the capacity of
Duly authorized to sign Tender for and on behalf of

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

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

Full Names
Signature
Dated this day of 2015.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

- a)
- b)

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

Signed
For and on behalf of M/s
.....
In the capacity of
.....
Dated this day of 2015.
Suppliers' / Company's Official Rubber Stamp
.....

Part 2 (g) – Conflict of Interest

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

- a)
 - b)
- For and on behalf of M/s
In the capacity of
Dated this day of 2015
Suppliers' / Company's Official Rubber Stamp
.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No

..... (Delete as necessary) Institution

.....
(Title) (Signature) (Date)

Part 2(i) – 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 thisday of2015.

Suppliers' / Company's Official Rubber Stamp

.....

3. CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The tender form and price schedule submitted by the tenderer
 - b) The schedule of requirements
 - c) The technical specifications
 - d) The General Conditions of Contract
 - e) The Special Conditions of Contract, and
 - f) The procuring entity’s Notification of award and the bidders acceptance
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed by _____ the _____ (for the Procuring entity)

Signed by _____ the _____ (for the tenderer)

in the presence of _____.

4. Tender-Securing Declaration Form

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

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

To: [Insert complete name of Purchaser]

We, the undersigned, declare that:

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

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

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

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

Dated on day of, [Insert date of signing]

5. PERFORMANCE SECURITY FORM

(To be on the Banks Letterhead)

To:[Name

of the Procuring entity]

WHEREAS..... [name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No.[Reference number of the contract] dated2017 ___to

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

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

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

NOW THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....
.....

[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 2017

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)