

## KENYA ELECTRICITY GENERATING COMPANY LIMITED

# KGN-ADM-12-2016

# TENDER FOR PROVISION OF SANITARY SERVICES FOR KENYA ELECTRICITY GENERATING COMPANY FOR TWO YEARS

**EXCLUSIVE TO REGISTERED ENTITIES OF WOMEN** 

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

Website: www.kengen.co.ke

December, 2016

## SECTION I INVITATION TO TENDER

Kenya Electricity Generating Company Limited (KenGen) invites sealed tenders from eligible candidates for the Provision of sanitary services whose specifications are detailed in the Tender Document. Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director Tel: (254) (020) 3666000

Email: <u>tenders@kengen.co.ke</u>; 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 <a href="www.kengen.co.ke">www.kengen.co.ke</a> and <a href="www.kengen.co.ke">www.kengen.co.ke</a> and <a href="www.suppliers.treasury.go.ke">www.kengen.co.ke</a> and <a href="www.suppliers.treasury.go.ke">www.suppliers.treasury.go.ke</a> Bidders who download the tender clarifications and addenda. Bidders 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.). They are also advised from time to time to be checking the website for any uploaded further information on this tender.

Unless otherwise stated, tenders MUST be accompanied by a duly filled, signed and stamped Tender Securing Declaration form in the format specified in the tender document and must be submitted in a plain sealed envelope and marked ""TENDER FOR SANITARY SERVICES FOR KENGEN PREMISES AND POWER STATIONS FOR TWO YEARS" and addressed to:

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

On or before: Monday, 23rd January 2017, at 10.00 a.m.

Site visit is mandatory and bidders must ensure the visit all the areas of interest as listed on the price schedule on official working days and hours before tender closure. Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, and 7th Floor. The company reserves the right to vary the quantities.

#### **SUPPLY CHAIN DIRECTOR**

# SECTION II INSTRUCTIONS TO TENDERERS

## TABLE OF CONTENTS.

2.30 Performance security

Corrupt or fraudulent practices

2.31

2.1	Eligible Tenderers
2.2	Cost of tendering
2.3	Contents of tender documents
2.4	Clarification of Tender documents
2.5	Amendment of tender documents
2.6	Language of tenders
2.7	Documents comprising the tender
2.8	Form of tender
2.9	Tender prices
2.10	Tender currencies
2.11	Tenderers eligibility and qualifications
2.12	Tender security
2.13	Validity of tenders
2.14	Format and signing of tenders
2.15	Sealing and marking of tenders
2.16	Deadline for submission of tenders
2.17	Modification and withdrawal of tenders
2.18	Opening of tenders
2.19	Clarification of tenders
2.20	Preliminary Examination
2.21	Conversion to other currencies
2.22	Evaluation and comparison of tenders
2.23	Contacting the procuring entity
2.24	Post-qualification
2.25	Award criteria
2.26	Procuring entities right to vary quantities
2.27	Procuring entities right to accept or reject any or all tenders
2.28	Notification of award
2.29	Signing of Contract

## 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- **2.1.4.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## 2.2 Cost of tendering

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

#### 2.4 The Tender documents

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

- x) Tender security form
- xi) Performance security form
- 2.4.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

#### 2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than **seven** (7) **days** prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within **3 days** of receiving the request to enable the tenderer to make timely submission of its tender

#### 2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## 2.6 Language of tender

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

## 2.7 **Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b)Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

#### 2.8 Form of Tender

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

#### 2.9 **Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

#### 2.10 **Tender Currencies**

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

#### 2.11 Tenderers Eligibility and Qualifications.

- **2.11.1**Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 **Tender Security**

- 2.12.1The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2The tender security shall be in the amount not exceeding 0.5 2 per cent of the tender price. (Indicate Specific Amount)
- 2.12.2The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
  - a) A bank guarantee.
  - b) Such insurance guarantee approved by the Public Procurement Oversight Authority.
- 2.12.4Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
  - (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

Or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) To sign the contract in accordance with paragraph 30

Or

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

## 13 Validity of Tenders

- 2.13.1Tenders shall remain valid for **Ninety** (90) days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender

- 2.14.1The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.15 **Sealing and Marking of Tenders**

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

The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE Monday,23<sup>rd</sup> January 2017, at 10.00 a.m.

- 2.15.3The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## 2.16 **Deadline for Submission of Tenders**

- 2.16.1Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than Monday, 23<sup>rd</sup> January 2017, at 10.00 a.m.
- 2.16.2The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 2.17 Modification and withdrawal of tenders

- 2.17.1The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3No tender may be modified after the deadline for submission of tenders.
- 2.17.4No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7

- 2.17.5The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.18 **Opening of Tenders**

- 2.18.1The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Stima plaza**, **ground floor** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## 2.19 Clarification of tenders

- 2.19.1To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2Any 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.

## 2.20 Preliminary Examination and Responsiveness

- 2.20.1The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.4Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

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

## 2.22 Evaluation and comparison of tenders.

- 2.22.1The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
  - (a) Operational plan proposed in the tender;
  - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4Pursuant to paragraph 22.3 the following evaluation methods will applied:

be

## (a) Operational Plan.

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

#### (b) Deviation in payment schedule.

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

11

- 2.22.5The tender evaluation committee shall evaluate the tender within fifteen (15) days from the date of opening the tender.
- 2.22.6To qualify for contract awards, the tenderer shall have the following:-
  - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
  - d) Shall not be debarred from participating in public procurement.

## 2.23. Contacting the procuring entity

- 2.23.1Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

#### 2.24 Award of Contract

## a) Post qualification

- 2.24.1In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## b) Award Criteria

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

- 2.24.4The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## 2.25 **Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 **Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.
- 2.26.3The parties to the contract shall have it signed within **30 days** from the date of notification of contract award unless there is an administrative review request.

## 2.27 **Performance Security**

- 2.27.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## 2.28 Corrupt or Fraudulent Practices

- 2.28.1The Procuring entity requires that tenderers observe the highest standard of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to instructions to tenderers

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

Instruction	Particulars of appendix to instructions to tenderers			
clause				
Eligibility	The tender is exclusive to Registered Entities owned by women			
Clarification by	Clarification period for bidders is not later than 5 days prior to tender closure.			
bidders	Clarification request should be sent to tenders@kengen.co.ke and copied to			
	flamba@kengen.co.ke			
	The client shall respond to clarification request not later than 5 days to tender			
	closure Bidders are advised to be checking KenGen website from time to time			
	for any uploaded information on the tender			
Tender Security	No tender security payable will be furnished.			
	However, notwithstanding the above, bidders in the target group shall fill, sign			
	and stamp tender securing declaration form herein the tender.			
Submission of	Number of copies to be submitted is One Original and Two copies of the bid			
bid document	documents correctly labelled as Copy and Original in outer envelope labelled			
	and marked as "TENDER FOR PROVISION OF SANITARY SERVICES"			
Site visits	Site visit is mandatory and bidders must ensure the visit all the areas of interest			
	as listed on the price schedule on official working days and hours before tender			
	closure.			
Tender closing	Tender closing date: 23 <sup>rd</sup> January 2017, at 10.00 a.m.			
date and	Tender Opening date: 23 <sup>rd</sup> January 2017, at 10.30 a.m.			
opening				
Evaluation of	Mandatory requirements			
bids	i) Submission of Original & ONE Copy of the bid document.			
	ii) Business Registration Certificate/ Certificate of Incorporation.			
	iii) Proof of bank account bearing the name of the business. (Not			
	statement)			
	iv) Confidential Business questionnaire.			
	v) Valid Certificate of Registration in the Target Group.			
	vi) Proper organization of bid document – the bid document must be			
	organize, serialized and paginated			
	vii) Duly signed, filled and stamped tender securing declaration form.			
	viii) National Environment Management Authority(NEMA) License for			
	transport and waste disposal			
	(Failure to submit any of the above requirements shall lead to automatic			
	disqualification from further evaluation). Any inconsistencies noted in any of the			
	above requirements shall lead to automatic disqualification. KENGEN reserves			
	the rights to verify and authenticate above information with the relevant			
	Authority and any forgery in any one of the above lead to disqualification and			
	render the tenderer's bid non-responsive. Further, note that you may be required			
	to produce original Certificates for ease of verification. The procuring entity			
	to produce organical continuous for case or remineuron. The producing onliny			

	reserves the right to carryout independent investigations to verify the accuracy
	of information provided.
	Technical Evaluation.
	Bidder must fulfil the following conditions
	-Bidders must provide work plan and methodology of how the contract will be carried out.
	-Bidder must provide a copy of certified Environmental Safety and Health Policy related to the service tendered for.
	- bidders must provide evidence of availability of finances to execute the subsequent contract, in form of a letter of credit facility from a reputable
	financial institution like bank,Sacco,Youth/Women enterprise funds and Micro-finance institutions.
	Financial Evaluation
	- The lowest evaluated bidder per schedule / site will be considered for the award.
Performance	Performance security may be requested from successful bidders and
security	value will be 1% of the contract value.

#### **SECTION III**

## GENERAL CONDITIONS OF CONTRACT

#### 3.1 **Definitions**

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

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

## 3.2 **Application**

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

#### 3.3 Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications

## 3.5 **Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

## 3.6 **Performance Security**

- 3.6.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the Performance security where applicable in the amount specified in Special Conditions of Contract
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
  - a) A bank guarantee.
  - b) Such insurance guarantee approved by the Public Procurement Oversight Authority.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

## 3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## 3.8 Payment

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

#### 3.9 Prices

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

#### 3.10 **Assignment**

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

## 3.10 Termination for Default

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

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

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

## 3.12 Termination of insolvency

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

#### 3.13 Termination for convenience

3.13.1The procuring entity by written notice sent to the contractor may terminate the contract

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

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

#### 3.14 Resolution of disputes

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

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

## 3.15 Governing Language

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

## 3.16 Force Majeure

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

## 3.17 Applicable Law.

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

#### 3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

#### **3.19** Taxes

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

#### 3.19.2 Local Taxation

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

- 3.19.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.
- 3.19.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.19.2 above.

#### **Tax Deduction**

- 3.19.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.
- 3.19.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

## **Tax Indemnity**

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

- 3.19.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.
- 3.19.9 Where the amount in 3.19.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

## **SECTION IV**

## SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract	Special conditions of contract		
3.1	,	Specify definitions	
	i.	"Schedule of Rates" means the priced Schedule of Rates forming part of the tender [where applicable].	
	ii.	"The Completion Date" means the date of completion of the Services as certified by the KenGen's Representative.	
	iii.	"A Defect" is any part of the Services not completed in accordance with the Contract.	
	iv.	<b>"Equipment"</b> is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Services.	
	v.	"Site" means the place or places where the Services are to be carried out.	
	vi.	"Unit" means area of assignment.	
	vii.	"Rates" means the costs and charges of the services the Contractor shall provide to KenGen as provided for in the Second Bill of this Agreement;	
	viii.	"The Contractor" refers to the person or corporate body who's tender to carry out the Services has been accepted by the Employer.	
	ix.	"The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.	
	х.	Days" are calendar days; "Months" are calendar months.	
	xi.	"Specification" means the Specification of the Services included in the Contract.	

3.1	xii.	"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 this Contract "KenGen's Representative" is the person appointed by KenGen and notified to the Contractor for the purpose of supervision of the			
	xiv.	Services.  xiv. "A Variation" is an instruction given by the KenGen's Representative that varies the Services.			
	<ul> <li>xv. "Poor performance" fumigation service which does not eliminal bait or repel targeted rodents, pests or insects</li> <li>xvi. "Sanitary services" means the provision of sanitary bins, changing and sanitizing them and the contracted frequency.</li> </ul>				
	xvii.	<b>"Foot pedal type bin"</b> means that the bin shall have foot pedal for opening.			
	xviii.	"Agreement" means this Agreement made between KenGen and the Contractor including the First and second schedules and to other document forming the Agreement;			
	xix.	"Effective Date" means the date that the services shall commence as stipulated in the Agreement. "Party" means either KenGen or the Contractor			
	xxi.				
3.3	Specify Standards				
3.3.1	Instructions  The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the contract.				
3.3.2	The C	Assignment  The Contractor shall not assign or sub-contract any of its rights under this Agreement.			
3.3.3	Mana	Management Meetings			
	Management Meetings  A Contract management meeting shall be held periodically and attended by KenGen's Representative and the Contractor. Its business shall be to review the work progress. KenGen Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and KenGen. The responsibility of the parties for actions to be taken shall be decided by KenGen's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.				

3.3.5	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.
3.3.6	Staff Identification and Protective Wear
	The contractor shall provide branded uniforms and name tags which shall be worn all the time and protective gear as shall be appropriate. Uniforms refer to shirt/blouse, pair of trouser/skirt or dress, and shoes/gumboots. The brand name/label MUST be conspicuously displayed on the uniforms for easy identification. Braded T-shirts is optional.
3.3.7	Performance Appraisal
	After every time service has been provided the employer's representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the Bill of Quantities. Such records shall form part of performance evaluation during and at the end of the probation period, subsequent deliberations and or action as stipulated in above clauses. The performance evaluation form is attached. This form will be customized to reflect the scope derived from the Bills of Quantities in the various locations.
3.3.8	Confidentiality
	The Contractor, its staff and agents shall not at anytime 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 o KenGen.
3.3.9	Contract Documents The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority; (1) Agreement, (2) Contractors Tender (3) Letter of Award and Acceptance, (4) Special and General Conditions of Contract, (5) Technical Specifications, (6) Schedule of Rates (7) Service Level Requirements (8) Performance Bond

3.3.10	Standards
	1. Item
	2. Description
	3. Duration
	4. Quarterly unit price
	5. Total annual cost
3.3.11	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 by Kengen's authorised representative thereof, the Agreement may be confirmed or terminated in writing at the discretion of KenGen as stipulated in clause 6, 7, 8 and 9. The minimum performance score mark shall be 70% based on joint periodical evaluations by the employer and contractors representatives.
3.3.12	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 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.
3.3.13	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

3.3.14	Employer's Representative's Decisions	
	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	
3.3.15	Duration Of Contract (GCC)	
	This duration of the contract shall, unless extended or terminated by both parties, last for a period of twelve (12) months and shall be renewed for a further period of twelve (12) months, subject to satisfactory performance.	
3.3.16	Tender Prices (GCC )	
	The contract price will be fixed during the term of contract and not subject to variation on any account.	
3.3.17	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 servants 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.	
3.3.18	Payment Terms (GCC)	
	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.	

## 3.3.19 Provision and Standard Of Service

- (a) The Contractor shall provide services of acceptable standards as 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 Contractor 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 Contractor's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

## 3.20 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
- (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.

## c) By Insolvency

Either party may at any time terminate the contract by giving written notice to the other party in case of insolvency.

## d) By Bankruptcy

Either party may at any time terminate the contract by giving written notice to the other party in case of bankruptcy

#### **SECTION V**

#### TECHNICAL SPECIFICATIONS

## **Specification Details**

- 1. The contract for provision of sanitary disposal units will include supply and changing sanitary bins fortnightly (twice a month).
- 2. The exchange of the bins shall be done in a hygienic manner and towels disposed off as required by the NEMA regulations and other relevant laws.
- 3. All the bins must be foot pedal type.
- 4. The contract is for two years.
- 5. The Contractor upon receiving the letter of award shall mobilize all materials, goods, tools, equipment and personnel to site ready to commence.
- 6. The Contractor shall perform the services and carry out their obligation with due diligence.
  - A checklist for each Bill must be availed by the Contractor to KenGen's Representative for certification. Format to be discussed after award.
- 7. KenGen will provide a Labour supervisor / foreman to assist the contractor with logistical support during the fumigation exercise.
- 8. KenGen's Representative or his appointee on Site shall verify completeness of each fumigation exercise by the Contractor. A duly filled checklist bearing all the details of the Services as required shall be presented. Upon KenGen Representative or his appointee on site approving the work as meeting the required specification, the approving person shall sign and enter an appropriate remark on the checklist. KenGen shall thereafter treat the area as having been satisfactorily fumigated.

## SECTION VI SCHEDULE OF REQUIREMENTS

For an outline of standards check in special conditions clause 3.3.1.1

## **CENTRAL OFFICE**

## CENTRAL WORKSHOP MOMBASA ROAD

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

ITEM	LOCATION	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1.0	Offices and Block A	2	2
	& B		
		2	2
		Total Number of Bins	4
		Unit Price in KShs. per Bin	
	A	Amount per Change of Bins	
	Total per Month(C	Changing Twice per Month)	
		16% VAT	
	Total Amount per M	onth Inclusive of 16% VAT	
	GRAND T	OTAL in KShs. for 1 (One)	
		riod) Inclusive of 16% VAT	
	GRAND in KShs. for	2 (Two) Years Inclusive of	
		16% VAT	

## **EMBAKASI GAS TURBINE STATION**

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

		NUMBER OF LADIES RESTROOMS	NUMBER OF BINS		
ITEM	LOCATION		REQUIRED		
1.0	Office Block	2	2		
		<b>Total Number of Bins</b>	2		
	Unit Price in KShs. per Bin				
	Amount per Change of Bins				
	Т	Total per Month(Changing Twice per Month)			
	16% VAT				
	Total Amount per Month Inclusive of 16% VAT				
	GRAND TOTAL in KShs. for 1 (One) Year(Contract				
	GRAND in KS	hs. for 2 (Two) Years Inclusive of 16% VAT			

## NGONG POWER STATION

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

1	AREA OF	DESCRIPTION OF	COST PER	TOTAL
	ASSIGNMENT	SERVICES (SCOPE OF	QUARTER	ANNUAL
		SERVICES)		COST
Office a	and Compound -155.5 Squ	are Metres		
1.0	New building offices block	eks	1	
		Total Cost in KShs.	1	
		Total Number of Bins		
		<b>Amount per Change of Bins</b>		
	Total per Month(Changing Twice per Month)			

Total Amount per Month Inclusive of 16% VAT	
GRAND TOTAL in KShs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT	
GRAND in KShs. for 2 (Two) Years Inclusive of 16% VAT	

## **OLKARIA GEOTHERMAL**

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

ITEM	LOCATION	NUMBER OF LADIES WASHROOMS	NUMBER OF BINS REQUIRED
A	LAKEVIEW ESTATE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
1	Mvuke primary school	4	4
2	Mvuke Nursery school	1	1
3	Lakeview social hall	3	3
4	Adm new workshop/offices	1	1
5	Mvuke Dispensary	2	2
6	Geothermal complex & gate	25	21
7	Old & New laboratories	10	10
8	Security gate-lake view	1	1
			43
В	LAKESIDE ESTATE		
1	Geology XRD Lab –S1	1	1
2	Plot 10 camp	4	4
3	Geothermal club	3	3
			8
C	OLKARIA II		
1	Geothermal Training school	2	2
2	Tree Nursery/Environment offices	2	2
3	Project execution offices	1	1
4	Hurlibuton offices	1	1
5	Mitsubishi offices	1	1
6	High lift offices	1	1
7	Olkaria 11 main block offices	2	2
8	Olkaria 11 power house	2	2
9	Candy shop Olkaria 11	4	4
			16
D	OLKARIA I		
1	GRD Prefab Offices	1	1
2	SKM site Offices(KenGen)	1	1
3	H Young site offices(KenGen)	1	1
	Mvuke canteen Olkaria 1	1	1
			4
3	Olkaria I Power Station	2	2
4	General store	1	1
5	Olkaria I Adm block	2	2
6	Measurement lab	1	1

7	Fuel pump/civil	2	2			
8	Core shed Ablution block	2	2			
9	Transport workshop	1	1			
9	Rig/Central workshop	2	2			
			13			
E	DRILLING RIG SITES CAMP HOUSE AND LIVING QUARTERS:					
1	Drilling Rig site camp (2NO)	3	3			
2	Camp house (1 NO)	2	2			
3	Living quarters(1NO)	8	8			
			13			
F	OW-37 WELL HEAD:					
1	Ladies	2	2			
G	OW-39 WELL HEAD:					
1	Ladies	1	1			
Н	OW-43 WELLHEAD					
1	Ladies	1	1			
Ι	OW 914 WELLHEAD					
	Ladies	1	1			
J	OW 915 WELLHEAD					
	Ladies	1	1			
K	OW 905 WELLHEAD					
	Ladies	1	1			
L	OW 919 WELLHEAD	1	1			
			8			
M	OLKARIA I ADDITIONAL U	NITS 4 & 5:				
1	Workshop	1	1			
2	Stores	1	1			
3	Offices	2	2			
			4			
N	OLKARIA IV POWER STAT	OLKARIA IV POWER STATION:				
1	Workshop	1	1			
2	Office	2	2			
			3			
0	OLKARIA DIRECT USE CEN	TER (SPA):				
1	Kitchen ladies	1	1			
2	Physically challenged ladies	1	1			
3	Restaurant and meeting rooms	4	4			
	ladies					
			6			
		Total Number of Bin	as			
		118				
	Unit Price in KShs. per Bin					
	Amount now Change of Ding					
	Amount per Change of Bins					

Total per Month(Changing Twice per Month)	
16% VAT	
Total Amount per Month Inclusive of 16% VAT	
GRAND TOTAL in KShs. for 1 (One) Year(Contract	
Period) Inclusive of 16% VAT	
GRAND in KShs. for 2 (Two) Years Inclusive of 16%	
VAT	

## EBURRU POWER STATION

Eburru Geothermal Power Plant is about One hundred and twenty (120) kilometers from Nairobi and Thirty-six (36) kilometers from Naivasha town off Naivasha/Nakuru highway branching at Morendat junction. The Administrative Offices are located at Olkaria East Power Station, which is within the KWS area.

ITEM	LOCATION	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1.0	Power House		
1.1	Power Plant and Control	1	1
	Building		
		Total Number of Bins	1
	Unit Price in KShs. per Bin  Amount per Change of Bins  Total per Month(Changing Twice per Month)		
		16% VAT	
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KSI		
	P		
	GRAND in KShs. for 2 (Two) Years Inclusive of 16%		
		VAT	

## **EASTERN HYDROS**

## SAGANA FALLS POWER STATION

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1	Social Hall Washroom	3	3
2	Mechanical Washroom	1	1
3.	Station Washroom	1	1
	Total Number of Bins		
	Unit price In Kshs. Per Bin		
	Amount per charge of Bins		
	Total Number of Bins		5
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice per Month)		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT		
	GRAND in KShs. for 2 (Two) Years Inclusive of 16% VAT		

## WANJII & MESCO POWER STATIONS & MATHIOYA DAM

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1	Social Hall Washroom	1	1
2	East &West Wing Office Blocks	2	2
3	Wanjii Power house	1	1
4	Newly constructed visitors Toilets	2	2
5	Mathioya Dam camp	1	1
6	Mesco	1	1
7	Servant quarter	1	1
8.	Staff Camp	3	3
	Total Number of Bins	12	
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice per Month)		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT		
	GRAND in KShs. for 2 (Two) Years Inclusive of 16% VAT		

## TANA POWER STATION

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1	Staff Camp Washrooms	2	2
2	Community centre	1	1
3	Nursery School	1	1
4	Guest houses	2	2
5	New power house washrooms	1	1
6	New constructed washrooms	1	1
7	Farab (one for each block &canteen	3	3
8	Merila Dam	1	1
9	Social Hall	1	1
	<b>Total Number of Bins</b>	13	<u> </u>
	Unit Price in KShs. per Bin  Amount per Change of Bins		
	Total per Month(Changing Twice per Month		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT		
	GRAND in KShs. for 2 (Two) Years Inclusive of 16% VAT		

# MASINGA POWER STATION

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1.0	Station building	2	2
2.0	Station Main gate	2	2
3.0	Social hall	1	1
4.0	Nursery School	1	1
5.0	Police canteen	1	1
6.0	Guard House (new)	1	1
	Total Number of Bins		8
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice per Month)		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1 (One)		
	Year(Contract Period) Inclusive of 16%		
	VAT		
	GRAND in KShs. for 2 (Two) Years		
	Inclusive of 16% VAT		

## KAMBURU POWER STATION

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

Item	Location (Area of Assignment)	Number of	Number of bins
	_	Ladies	required
		Restrooms	_
1.0	Station building	1	1
2.0	New visitors Ablution block	4	4
3.0	Station Ablution Block	1	1
4.0	Social hall	1	1
5.0	Transport Workshop	1	1
6.0	New dispatch Office	1	1
7.0	New Station Store	1	1
	Total Number of Bins	10	
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice per Month)		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1 (One)		
	Year(Contract Period) Inclusive of 16% VAT		
	GRAND in KShs. for 2 (Two) Years Inclusive		
	of 16% VAT		

## GITARU POWER STATION

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1.0	Mukui Plaza-	1	1
2.0	Station Ablution Block	2	2
3.0	Social hall	1	1
4.0	Central Office	1	1
5.0	Dispensary	1	1
6.0	Police Ablution Block	1	1
7.0	Primary School	7	7
8.0	Gitaru Gate	2	2
9.0	Gitaru Central Office Ablution (New)	1	1
10.0	Gitaru Western Gate (New)	1	1
	<b>Total Number of Bins</b>		18
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice per Month)		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1 (One) Year(Contract Period)		
	Inclusive of 16% VAT		
	GRAND in KShs. for 2 (Two) Years Inclusive of 16% VAT		

## MATENDENI STAFF CAMP

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
Supply	and change sanitary bins twice a month		
1.0	KSS Club	3	3
2.0	Nursery School	1	1
3.0	Junior Staff Canteen	1	1
4.0	Main gate	1	1
5.0	Block G Houses	2	2
6.0	Guest Houses – 1,3,5 and 2	5	5
6.0	Guard Houses at the 2 main gates(new)	2	2
	Total Number of Bins		
			15
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice per Month)		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1 (One)		
	Year(Contract Period) Inclusive of 16%		
	VAT		
	GRAND in KShs. for 2 (Two) Years		
	Inclusive of 16% VAT		

## KINDARUMA POWER STATION

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
Supply	and change sanitary bins twice a mon	th	
1.0	Station building	1	1
2.0	Station Main gate	2	2
3.0	Lower camp social hall	1	1
4.0	Kenyatta Social hall	1	1
5.0	New Store Block	1	1
6.0	New Office Consultant	1	1
7.0	New Guest Houses K- Camp	8	8
8.0	Guest House	1	1
	Total Number of Bins		16
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice per Month)		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1		
	(One) Year(Contract Period)		
	Inclusive of 16% VAT		
	GRAND in KShs. for 2 (Two)		
	Years Inclusive of 16% VAT		

# KIAMBERE POWER STATION

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

ITEM	LOCATION (AREA OF	NUMBER OF	NUMBER OF BINS
	ASSIGNMENT)	LADIES	REQUIRED
		RESTROOMS	
Supply	and change sanitary bins twice a mor	nth	•
1.0	Station building	1	1
2.0	Station Main gate	3	3
3.0	Club	2	2
			6
	Total Number of Bins		
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice		
	per Month)		
	16% VAT		
	<b>Total Amount per Month Inclusive</b>		
	of 16% VAT		
	GRAND TOTAL in KShs. for 1		
	(One) Year(Contract Period)		
	Inclusive of 16% VAT		
	GRAND in KShs. for 2 (Two)		·
	Years Inclusive of 16% VAT		

#### THERMAL PROJECT

#### KIPEVU POWER STATION

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

ITEM.	LOCATION	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED.
1.0	Diesel Administration Block	4	4
2.0	Bulk Store	1	1
3.0	Steam Plant Administration Block	2	2
4.0	Social Hall	2	2
5.0	Diesel Plant-Workshop	1	1
6.0	Diesel Plant-Control Room	1	1
7.0	Training center	1	1
	Total Number of Bins		12
	Unit Price in KShs. per Bin		
	Amount per Change of Bins		
	Total per Month(Changing Twice per Month)		
	16% VAT		
	Total Amount per Month Inclusive of 16% VAT		
	GRAND TOTAL in KShs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT		
	GRAND in KShs. for 2 (Two) Years Inclusive of 16% VAT		

#### WESTERN HYDROS

## TURKWEL POWER STATION

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER LADIES RESTROC	S	NUMBER OF BINS REQUIRED
1.	Control Building	3		3
2.	Mess	1		1
3.	Dispensary	1		1
4.	Kitale Office.	1		1
5.	Permanent Camp- Office Block (four guest houses & two ladies quarters)	6		6
6.	Primary/secondary schools	2		2
	Unit Price	Number of Bins in KShs. per Bin r Change of Bins wice per Month)	14	
		16% VAT		
	Total Amount per Month Inclus			
	GRAND TOTAL in KShs. for 1 (One) Year(Contra Period) Inclusive of 16% VA			
	GRAND in KShs. for 2 (Two) Years	Inclusive of 16% VAT		

## SONDU MIRIU POWER STATION

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

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1.	Office Block	2	2
2.	Sondu Power House	2	2
3.	Sondu Miriu Transport Yard	2	2
4.	Motor Vehicle workshop	1	1
5.	Clinic	2	2
6.	Social Hall	2	2
7.	Club House	2	2
8.	Club Manager's Office	1	1
9.	Swimming Pool	2	2
10.	Intake	1	1
11.	Base Camp gate	1	1
12.	Sangoro Power house	1	1
13.	Sentry Guard House at the main gate of Sangoro power house	1	1
14.	Sondu Store	1	1
15.	Sondu Power House - Main Gate	1	1
16.	Servant Quarters House	1	1
17.	Guest House Type A	3	3
18.	Guest House BQ	4	4
		tal Number of Bins Price in KShs. per Bin	30
	Amo	unt per Change of Bins	
	Total per Month(Changing Twice per Month)		
	Total Amount per Month Inclusive of 16% VAT  GRAND TOTAL in KShs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT  GRAND in KShs. for 2 (Two) Years Inclusive of 16% VAT		

## SOSIANI POWER STATION

Sosiani Power Station is located approximately 330kms North of Nairobi and about 24kms from Eldoret town and 10kms interior from Eldoret Webuye Road. The areas where the Tasks and Services will be provided are shown below: -

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1	Washroom near the power Station	1	1
		Total Number of Bins	1
		Unit Price in KShs. per Bin	
		Amount per Change of Bins	
	Total per Month(Changing Twice per Month)		
		16% VAT	
	Total Amount pe	r Month Inclusive of 16% VAT	
	GRAND TOTAL in K	Shs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT	
	GRAND in KShs. for 2 (Two) Years Inclusive of 16% VAT		

#### **GOGO POWER STATION**

Gogo Power Station is located approximately 420Km South-West of Nairobi and about 35Kms from Migori Town and 25Kms Interior from Migori-Kisii Road. The areas where the Tasks and Services will be provided are shown below:-

Location (Area of Assignment)	Number of Ladies Restrooms	Number Of Bins Required
Office Block	1	1
<b>Guest House</b>	1	1
	Total Number of Bins	2
	Unit Price in KShs. per Bin	
	Amount per Change of Bins  Total per Month(Changing Twice per Month)	
	16% VAT	
	Total Amount per Month Inclusive of 16% VAT	
GRAND TOTAL in 1	KShs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT	
GRAN	ND in KShs. for 2 (Two) Years Inclusive of 16% VAT	
	Assignment) Office Block Guest House  GRAND TOTAL in	Assignment) Office Block  Guest House  Total Number of Bins Unit Price in KShs. per Bin  Amount per Change of Bins  Total per Month(Changing Twice per Month)  Total Amount per Month Inclusive of 16% VAT  GRAND TOTAL in KShs. for 1 (One) Year(Contract Period) Inclusive of

#### MUHORONI POWER STATION

Muhoroni Gas Turbine plant is located approximately 300kms West of Nairobi near Muhoroni junction and 30km from Kericho town along the Kericho - Kisumu highway. The areas where the Tasks and Services will be provided are shown below:-

ITEM	LOCATION (AREA OF ASSIGNMENT)	NUMBER OF LADIES RESTROOMS	NUMBER OF BINS REQUIRED
1	Washroom next to	1	1
	Control room		
		Total Number of Bins	1
		Unit Price in KShs. per Bin	
		Amount per Change of Bins	
	Total per Month(Changing Twice per Month)		
		16% VAT	
	Total Amount per	r Month Inclusive of 16% VAT	
	GRAND TOTAL in K	Shs. for 1 (One) Year(Contract Period) Inclusive of 16% VAT	
	GRAND in KShs. for 2	2 (Two) Years Inclusive of 16% VAT	

TENDERER'S NAME:	
TENDERER'S SIGNATURE	
TENDERER S SIGNATORE	_
COMPANY'S RUBBER STAMP	
Unit price assumed to include all Contractors overheads and preliminaries.	

# SECTION VII PRICE SCHEDULE FOR THE SERVICE

AREA OF ASSIGNMENT	QUOTED TENDER PRICE PER QUARTER	QUOTED TENDER PRICE PER YEAR
	INCLUSIVE OF VAT	INCLUSIVE OF VAT
CENTRAL WORKSHOP (MOMBASA ROAD)		
EMBAKASI GAS TURBINE POWER STATION		
GARISSA POWER STATION		
NGONG WIND POWER STATION		
OLKARIA POWER STATION		
EBURRU POWER STATION		
SAGANA POWER STATION		
WANJII, MESCO POWER STATION & MATHIOYA DAM		
TANA POWER STATION		
MASINGA POWER STATION		
KAMBURU POWER STATION		
GITARU POWER STATION		
MATENDENI STAFF CAMP		
KINDARUMA POWER STATION		
KIAMBERE POWER STATION		
KIPEVU POWER STATION		
TURKWEL POWER STATION		
SONDU MIRIU AND SANG'ORO POWER STATIONS		

AREA OF ASSIGNMENT	QUOTED TENDER PRICE PER QUARTER INCLUSIVE OF VAT	QUOTED TENDER PRICE PER YEAR INCLUSIVE OF VAT
SOSIANI POWER STATION		
GOGO POWER STATION		
MUHORONI POWER STATION		

Name of Tender	er		
Signature			
Tender number _			

#### **SECTION VIII**

## STANDARD FORMS

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

# **Tender-Securing Declaration Form**

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

Date:	of Bid Submission] Tender No of bidding process]
То:	
We, tl	ne 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 three years upon approval by PPARB 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
4.	<ul> <li>(i) our receipt of a copy of your notification of the name of the successful Bidder; or</li> <li>(i) Twenty-eight days after the expiration of our Tender.</li> <li>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.</li> </ul>
Signe	d: [insert signature of person whose name and capacity are shown] in the
Capac	ity of [insert legal capacity of person signing the Bid Securing Declaration]
	: [insert complete name of person signing the Bid Securing ration]
Duly a	authorized to sign the bid for and on behalf of:
Dated	onday of

# **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.
SANITARY SERVICES FOR KENGEN PREMISES AND POWER STATIONS
Gentlemen and/or Ladies:
1. Having examined the tender documents including Addenda  Nos
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
4. We agree to abide by this Tender for a period of [90] Days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this day of 20
[Signature] [In the capacity of]  Duly authorized to sign tender for an on behalf of  Note: In accordance with Clause 82 of the Public Procurement and Asset Disposal Act 2016  "The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any
person or entity.

# \*MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant(s)
requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your

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					
				ate of Incorporation / Registra	ation No.
	L				
			dress		
			Building		
			Plot No		
Street / Road			Postal Address		
Postal / Country (	Code		Telephone No's		
Fax No's		E-mail a	address		
Website					
			. Direct / Mobile No's		
Title		Power of Atto	orney (Yes / No)		
If Yes, attach wri			,		
		nufacturer, dist	ributor, etc)		
(Applicable to L	ocal suppliers only)				
Local Authority 7	Γrading License No		Expiry Date		
				• • • • • • • • • • • • • • • • • • • •	
Value of the large	est single assignment vo	ou have undertak	ken to date (USD/KShs)		
_			(		
			(If <b>Yes</b> , att	tach reference)	
			your		(s)
					(5)
Branches			. Tel. No's		
Part 2 (a) – Sole	Proprietor (if applicabl	le)			
			Country of Origin		
•					
			res or annual reports in		
Part 2 (b) – Parti	nerships (if applicable)				
Give details of pa	artners as follows:				
Full Names Nati	onality Citizenship De	tails Shares			
	•				
2					
Part 2 (c) - Regis	stered Company (if app	licable)			
	company (ij upp				
Company Profile		(Attach brochus	 res or annual reports in a	case of public companies)	
	and issued capital of th		es or annual reports the	ass of phone companies)	
	and issued capital of th				
				Ciar dataile of all diments were	£_11
List of top ten (10	) snarenoiders and distri	idution of shareh	notaing in the company. (	Give details of all directors as	ioliows:-

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 o
private institutions.
Full Names
Signature
Dated thisday of
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 neithe
are we under receivership:
Full Names
Signature
Dated this
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 o 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
In the capacity of
Dated this
Dated this
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
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:

Suppliers' / Company's Official Rubber Stamp

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(k) – Declaration		
to seek any other references concerni Registrar of Companies, Bankers, etc Full names		
Signature		

.....

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

# **CONTRACT FORM**

TH	IIS AGREEMENT made the Day of 20 between [name of procurement		
the	ity] of		
Viz for	HEREAS the procuring entity invited tenders for certain Services.  [brief description of services] and has accepted a tender by the tenderer the provision of those services in the sum of [contract price in words and figures]		
NC	OW 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.:		
	<ul> <li>a) The tender form and price schedule submitted by the tenderer</li> <li>b) The schedule of requirements</li> <li>c) The technical specifications</li> <li>d) The General Conditions of Contract</li> <li>e) The Special Conditions of Contract, and</li> <li>f) The procuring entity's Notification of award and the bidders acceptance</li> </ul>		
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.		
	<b>WITNESS</b> whereof the parties hereto have caused this Agreement to be executed in cordance with their respective laws the day and year first above written.		
Sig	gned bythe(for the Procuring entity)		
Sig	gned bythe(for the tenderer)		
in t	the presence of		

# PERFORMANCE SECURITY FORM

(To be on the Banks Letterhead)

To:
[Name of the Procuring entity]
WHEREAS [name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No[Reference number of the contract] dated2016to
supply
[Description services](Hereinafter called "the contract")
<b>AND WHEREAS</b> it has been stipulated by you in the said Contract that the tenderer shall furnish you with <i>a</i> 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.
<b>AND WHEREAS</b> we have agreed to give the tenderer a guarantee:
NOW THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [Amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the day of 2016
Signature and seal of the Guarantors
[Name of bank or financial institution]
[Address]
[Date]
(Amend accordingly if provided by Insurance Company)