



KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-BDD-07-2017

**TENDER FOR SUPPLY OF LABORATORY EQUIPMENTS AND THE PROVISION
OF CIVIL WORKS FOR OLKARIA CIVIL ENGINEERING LABORATORY
(Open National Tender)**

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

Website: www.kengen.co.ke

April, 2017

Tender for Supply of IP PHONES

**SECTION I
INVITATION TO TENDER**

The Company invites sealed tenders from eligible candidates for **Supply of Equipment for the Civil Engineering Materials Laboratory at Olkaria** 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: tenders@kengen.co.ke; cbarasa@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 also advised to be keen on the information provided in the appendix to Instructions to tenderers (I.T.T.) and the special conditions of the contract (S.C.C.). Unless otherwise stated, tenders MUST be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked “**Supply of Equipment for the Civil Engineering Materials Laboratory at Olkaria**” and addressed to:

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

Tenders must be dropped in the tender box located at ground floor of Stima plaza iii on or before: **16th May 2017 at 10.00am**

There shall be a mandatory pre-bid conference on **9th May 2017 at 10.00am** at Olkaria Geothermal complex at **10.00am**

Tenders will be opened on **16th May 2017 at 10.30am** in the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor. The company reserves the right to vary the quantities.

SUPPLY CHAIN DIRECTOR

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 **90 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 it's 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 be in the amount specified in the appendix

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 **90 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," **16th May 2017 at 10.00am**
- 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 **16th May 2017 at 10.00am**

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 not 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 **10.30am, 16th May 2017** 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
Eligibility	This invitation to tender is open to all suppliers of civil engineering laboratory equipment registered in Kenya or authorized agents of internationally renowned laboratory equipment manufacturers.
Clarification request.	Bidders with Clarification request must send the issue to tenders@kengen.co.ke and copy to nngeno@kengen.co.ke and must be received not less than 7days prior to tender closure. All issued clarifications/additional information will be uploaded on KenGen website.
Tender Security	Tender Security The amount of Tender Security shall be Ksh. 500, 000.00 (Kenya shillings Five Hundred Thousands) which must be valid for at least 30days beyond tender validity. Tender security may be furnished in the form of cash, Letter of credit, bank guarantee or through approved insurance company.
Tender validity	Tender validity is 90days
Tender closing time	16 th May 2017 at 10.00am and will be opened immediately thereafter in the presence bidders representatives who choose to attend.
2.24.4	<p>1. The evaluation Criteria for construction works:</p> <p>A) Mandatory requirements</p> <ul style="list-style-type: none"> (c) Legal status of firm-Company Registration Certificates (d) Valid Tax Compliance Certificate (e) Tender Form duly signed and filled (f) Valid Tender Security (g) All schedules duly filled (h) Manufacturer’s Authorization to Supply and Install laboratory Equipment and warranty (i) Write up or brochure with a detailed description of the essential technical and performance characteristic of each of the laboratory equipment to be supplied. (j) Evidence of ISO certification (k) Registration with National Construction Authority as Building Works contractor in Class seven (NCA 7) Building Category (l) Attach audited accounts for the last two years (2014 and 2015) <p>B) Technical evaluation criteria</p> <ul style="list-style-type: none"> (m) Total monetary value of construction work performed for each of the last three years; of a minimum of Kenya Shillings Fifty Million (KES. 50,000,000.00) for each

	<p>of the three years. This will be verified through award letters and completion certificates.</p> <ul style="list-style-type: none"> (n) Experience in supply and installation of civil engineering materials laboratory equipment over the last three years, and clients who may be contacted for further information on these contracts; (o) Qualifications and experience of key site management and technical personnel proposed for the Contract; <ul style="list-style-type: none"> (i) Minimum staffing as follows: (ii) Project Manager, 5 years min Experience. (iii) Site Foreman for civil works, Diploma holder in Civil Engineering and 3 years relevant experience. (iv) Equipment Installation Technologist with 3 years relevant experience. (p) Detailed Programme of Works <ul style="list-style-type: none"> (i) Implementation period not more than 5 months (ii) Bar Chart of detailed activities and logic <p>Laboratory Equipment Technical Evaluation criteria: Evaluation of the following technical information against Tender Requirements and Specifications:-</p> <ul style="list-style-type: none"> (q) For goods manufactured outside Kenya, applicable relevant valid ISO 9001 certification (r) For goods manufactured in Kenya - valid KEBS Mark of Quality Certificate or KEBS Standardization Mark Certificate (s) Manufacturer's Authorization (t) Manufacturer's Warranty (u) Catalogues and or Manufacturer's drawings. (v) Bidder's proposal on training of laboratory six (6) personnel on use and maintenance of the supplied laboratory equipment. <p>Any bidder not meeting any of the above stated criteria shall be considered Non Responsive and will not proceed to Financial evaluation.</p> <p><i>Bidder are encouraged to form JV to meet the tender requirements. There must be Agreement detailing the role of each party in the JV. Jointly the JV entity must fulfil the requirements to be considered for award.</i></p> <p>D)Financial Evaluation</p> <p>a) Ascertaining the financial capability through Last Financial Year's audited financial statements. The statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as follows; The acceptable ratios to the Employer are as follows:-</p>
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	<p>Current ratios i.e. current assets: current liabilities should meet the threshold of at least 1</p> <p>ii) Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1</p> <p>iii) Turnover in the Last Financial Year i.e. twelve months of at least 75% of the total tender value.</p> <p>(w) Evidence of access to credit lines of Kenya Shillings Ten Million (KES 10,000,000.00) from a reputable bank in Kenya. This will be through commitment letters written to the Employer with regards to this contract.</p> <p>Any bidder not meeting any of the above financial evaluation criteria shall be considered non responsive and shall be disqualified. The Successful Tenderer shall be the one with the lowest evaluated price. This award shall be subject to the outcome of due diligence on the bidder's tender presentations to be undertaken by the Employer.</p>
2.27.7	<p>JOINT VENTURES</p> <p>For bidders who have the capacity to supply the civil equipment with little or no contractual capacity for civil works are allowed to form a joint venture agreement with civil contractors who must fulfil the tender requirements</p>
2.27.8	<p>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</p>
Corruption & fraudulent practice	<p>KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately to the provided anonymous hotline service: Call Toll Free: 0800722626 Free Fax: 00800 007788 Email: kengen@tip-offs.com Website: www.tip-offs.com</p>

SECTION III:
GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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- 3.3 Country of Origin
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- 3.20 Force Majeure
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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
- 3.10 **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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.5	<p>The amount of Performance Security shall be 10% of the accepted contract value in form of a Bank Guarantee from a reputable Bank in Kenya OR PPOA Approved Insurance Company which is acceptable to the Employer.</p> <p>Within fifteen (15) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to Kenya Electricity Generating Company Limited the performance security in the amount specified.</p> <p>The proceeds of the performance security shall be payable to Kenya Electricity Generating Company Limited as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.</p> <p>The performance security will be discharged by Kenya Electricity Generating Company Limited and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.</p>
3.7.6	The supplier shall be required to expressly confirm that the goods supplied shall be under 24 month's warranty.
3.11.2	Proof of Insurance shall be provided to KenGen on demand
3.12.3	Terms of payment shall be:

	<p>Minimum Amount of Interim Payment Certificate will be 10% of contract price.</p> <ul style="list-style-type: none"> - No Advance Payment, For Laboratory Equipment; - 70% upon delivery of Laboratory Equipment to site with 10% retention, 30% upon successful Installation, Testing and Commissioning. <p>Civil Works</p> <ul style="list-style-type: none"> - This shall be paid on a remeasure basis of completed works with 10% retention. For both Laboratory equipment and civil works. - 5% Retention monies to be released upon issue of Takeover Certificate - 5% at end of Defects Notification Period. - The employer shall pay within 45days after issuance of the Engineers certificate.
3.18.3	<p><i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i></p>

SECTION V

TECHNICAL SPECIFICATIONS

1. GENERAL

The works at Olkaria Geothermal Power Station, Naivasha, approximately 130km from Nairobi.






2. SCOPE OF WORKS

2.1. Description of the Works

The scope will include but not limited to:

1) Laboratory Building Extension Works;

The building extensions shall be to specifications provided in Annex I (Drawings 1-5) under Section IV of the Tender. The building dimensions and structural details shall be as per drawing specifications.

-  1 Main Building Extension
-  2 Existing Roof Details
-  3 Typical Structural Details 1 of 2
-  4 Typical Structural Details 2 of 2
-  5 Electrical fittings

The building shall be constructed of machine dressed masonry stones.

Internal Wall Finishes shall be three coats of gloss paint on 12mm cement and sand screed, similar to existing. External Finishes shall be finished to match existing.

The floor finish for the **main building extension** shall be 12mm thick ceramic floor tiles to match existing. The floor finish for the **drying shed** shall be epoxy finish on 38mm thick cement sand screed.

Curing tanks shall be adequately waterproofed. Each tanks shall be of capacity not less than 2cubic meter with two compartments and effective depth of 750mm.

The contractor shall be responsible for supply of material and installation works for all building services to match existing services.

Layout for electrical fittings shall be as per drawing specifications to match existing installations. All electrical wiring must be in PVC to Applicable standards. All cable shall conform to standards and no cable diam. shall be less than 1.5sqmm for light. Installations for power shall be concealed in wells and floors in PVC conduits. All electrical installations shall be earthed.

2) Supply of additional Equipment

A list of additional Equipment and consumables to be supplied under the contract is provided in BOQ 2 under Section IV of the Tender.

The scope of this component shall include Procurement and Delivery to site at the contractors cost and Testing of the equipment as applicable.

Documentation on the country of origin of the goods, essential technical and performance characteristic of the equipment shall be provided.

The Employer or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Employer.

Should any inspected or tested equipment fail to conform to the Specifications, the Employer 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 Employer.

Such inspection shall in not be construed to release the Tenderer from any warranty or other obligations under this Contract.

Payment for the equipment supplied shall only be made upon testing and acceptance by the Employer.

The contractor shall supply steel storage cabinets each volume not less than two cubic meters.

3) Calibration of all Laboratory Equipment (Existing and New Supplies).

A list of all Existing Equipment is provided under Annex II under Section IV of the Tender. The contractor shall arrange for calibration of this equipment as relevant in agreement with the Employer.

2.2. Employer Supplied Items

The employer shall provide construction water and construction power for the works.

KenGen shall make available to the contractor drawings required for interface with existing building and any other information as may be necessary and as available.

KenGen shall provide necessary interface support for all connection works.

The contractor is expected to arrange for security of the site during execution of his works.

2.3. Connection to existing Services

The contractor is expected to connect all building services to existing main lines within a radius of 30m.

Will be required to excavate trenches and bury the connection pipes as is the case for the existing pipeline. The connection pipes above the surface will be PPR while underground pipes could be PVC. Rain water goods shall be to match existing.

2.4. Mobilization, demobilization and site restitution

All machinery, equipment and materials to carry out the works are to be mobilized to the site at the contractor's cost.

2.5. Taking Over of the Works

Taking over of the works by the Employer shall only be accepted upon satisfactory completion of all works and submission of relevant documentation.

2.6. Cleaning and Clearing up of site

The Works shall be handed over in a neat, clean, and aesthetically acceptable condition to the satisfaction of Employer. All excess materials shall have been removed from site or handed over to Employer and stored away, as appropriate. Packaging, trimmings, debris and the like shall have been disposed of; covers, surfaces etc restored, wiring and cables bunched and put out of normal view where appropriate and the Works generally handed over in a condition which would be indicative of reasonable workmanship.

2.7. Training of operational personnel

The contractor shall arrange for a five day classroom and practical training on Materials Testing and interpretation of results for a maximum of Six (6 No.) persons. This shall be carried out by a reputable and accredited trainer approved by the Employer. The training shall cover Laboratory and Field Investigation Techniques.

This cost shall include the trainer's costs and training material. The Employer shall provide the venue and cater for logistical costs for its staff.

2.8. Training on Use of Laboratory Equipment.

The bidder shall include as part of his price and in his technical proposal, adequate training of six (6) laboratory personnel on the use of laboratory equipment supplied by the bidder.

2.9. Communication






The Contractor shall provide for communication and communication equipment as instructed by the Engineer.

2.10. As built Documentation

Upon the completion of the works, the contractor must submit the following:

- 1) Operation and maintenance manuals and Warranty Documents for supplied equipment
- 2) 1 No. set of as built drawings

ANNEX I: DRAWINGS

-  1 Main Building Extension
-  2 Existing Roof Details
-  3 Typical Structural Details 1 of 2
-  4 Typical Structural Details 2 of 2
-  5 Electrical fittings

ANNEX II-LIST OF EXISTING EQUIPMENT TO BE CALIBRATED

Item	Unit	Qty
Concrete Testing Equipment	no	3
Procter Penetrometer Test Set	Set	1
Portable Compression Machine (100tonnes Capacity)	No	3
Michalis Cement Flexure Tester	No	1
Mortar Compression Testing Machine. (20 ton Capacity.)	No	1
Platform Scale (100kg Capacity 50g sensitivity)	No	1
Platform Scale (20kg capacity 10g sensitivity)	No	2
Precision Balance (2kg capacity, 0.1 g sensitivity)	No	12
Aggregate Soundness Test Set.	Set	1
Analytical Balance (200g Capacity and 0.01 g sensitivity)	Set	3
CBR Test set and Dial rings.	Set	5
Dial Gauge	No	16

BILL OF QUANTITIES

Preamble to Bills of Quantities

- 1) The objective of these Bills of Quantities is to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- 2) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.
- 3) Tenderers should as much as possible ascertain the correctness of the measurements given by visiting the site. All the rates or tender sum shall cover for all the costs necessary for the functional execution and completion of the works.
- 4) Tenderers should include in the rates all costs necessary for the execution of the works including but not limited to Insurance, Security, and Statutory Obligations among others.
- 5) Tenderers should familiarize themselves with the conditions relating to working in hazardous areas, the Safety Permit system, and requirement for adherence to existing Safety Regulations of KenGen.
- 6) Payment shall be made periodically for works executed and re-measured. There shall be no Advance Payments for this contract.
- 7) All provisional sums to be approved by Employer before expenditure. Profit on provisional sums will be based on actual cost

SUPPLY AND INSTALLATION OF EQUIPMENT FOR CIVIL ENGINEERING MATERIALS TESTING LABORATORY AT OLKARIA

No.	Item	Unit	Qty	Rate (KES)	Total (KES)
BOQ 1-BUILDING WORKS					
1.1	Mobilisation, hoarding, security signage and site managment.	Sum	1.00		
1.2	Provisional Sum of Kshs. 500,000.00 for communication as in the specifications.	Sum			
1.3	Profit on Provisional for Employer Supplied Items	%			
1.4	Provisional Sum of Kshs. 2,500,000.00 for Chemicals Supplied Items	Sum	1.00		
1.5	Profit on Provisional for Employer Supplied Items	%			
1.6	Demobilization works including site clean up	Sum	1.00		
1.7	Carefully remove existing services (both electrical and plumbing) Demolish existing 200mm thick masonry partition walling, Dispose debris not more than 500m away from site as directed by the Engineer	SM	40		
1.8	Allow for topsoil removal not exceeding 150mm from the existing surface.	SM	176		
1.9	Excavate n.e 1500mm from reduced level. Rate to include, Planking and strutting and dewatering.	CM	60		
1.10	Supply of material and installation of foundation substructure components (Reinforced concrete, strip foundation and Foundation walling) to drawing typical foundation detail in drawing specification.	Item	1.00		
1.11	Supply of material and installation of 150mm thick floor slab concrete class 20	CM	20		
1.12	Supply and place approved hardcore fill to 300mm thick, 50mm thick murrum blinding, DPM, DPC, BRC, Anti-termite treatment and concrete etc. as to drawing specification	CM	40		

1.13	Supply of material and installation of finishes to main building extension (ceramic tiles)	SM	38.5		
1.14	Supply of material and installation for finishes to drying shed building (epoxy paint on cement screed finish)	SM	60		
1.15	Supply of material and installation of superstructure walling to main building extension to drawing specification comprising 200mm thick masonry with hoop iron at alternate courses and RC ring beam.	SM	112.5		-
1.16	Supply of material and installation of superstructure walling to drying shed building to drawing specification comprising 1.5m high, 200mm thick masonry with hoop iron at alternate courses, BRC Meshing and including 600x200mm RC ring beam	SM	103.3		
1.17	12mm plaster and paintwork (3 coats gloss paint) to all internal walls to match existing	SM	112.5		
1.18	Finish to external walls to match existing	SM	112.5		
1.19	Supply and installation of Aluminum frame casement windows to match existing	No	5.00		
1.20	Supply and installation of Flush double doors to match existing	No	3.00		
1.21	Supply and installation of Flush single doors	No	2.00		
1.22	Supply of material and installation of concrete work benches with granite top as drawing specification (bench 1 -5m length x1.5m and bench 2-6m x0.6m)	Sum	1.00		
1.23	Supply of material and installation of lockable block board cabinets beneath all the concrete work benches	Sum	1.00		
1.24	Supply of material and installation of concrete sink on one bench as drawing specification with necessary plumbing fittings for water supply and waste water	No	1.00		

	disposal. Sink to hold a minimum volume of 1.0m ³				
1.25	Plumbing Works connection to existing mains within a radius of 20m. Water connection pipes to be PPR	Sum	1.00		
1.26	Electrical Works (wiring , outlets and accessories) to approved lighting and wiring layout	Sum	1.00		
1.27	Supply and fix 28G galvanized IT5 Iron sheets in roof. Cost to include demolition and fixing to resemble the existing roof with all necessary accessories. Detail of roof to drawing specification	Sum	1.00		
1.28	Supply and fit the rainwater goods to harness the rainwater and connection to existing storm drain channel.	Sum	1.00		
1.29	Supply materials and construct masonry curing tanks for concrete cubes to handle each with two compartments of 2m ³ each. Max depth 750mm.	No.	2.00		
1.30	Supply of material and construction of two toilets and connection to main water supply and disposal lines. Each fitted with WC, Wash hand basin, soap dispenser and hand drying facilities	No.	2.00		
1.31	Supply 2 No. standard office desks Size 1.5m and high back office chairs to the approval of the engineer.	No.	2		
BOQ 1 Amount Carried Forward to Summary Table					

No.	Item	Unit	Qty	Rate (KES)	Total (KES)
BOQ 2-ADDITIONAL EQUIPMENT TO BE SUPPLIED BY CONTRACTOR					
2.01	Heavy gauge steel Riffle box, supplied with three containers. Slot size 7mm, 12 numbers of slots.	Sets	2		
2.02	Vibrating Hammer supplied in case with tools with transformer MH631 and 300mm shank and two tamping feet-98mm dia & 98mm square..	Sets	1		
2.03	Compaction Factor Apparatus	Sets	1		
2.04	Curing tanks each with capacity of 2 cubic meter	Sets	3		
2.05	Ultrasonic concrete tester To be supplied with two 55KHz piezoelectric probes, rechargeable battery, 2cables each 3.5m long, battery charger, calibrating cylinder, tube of Vaseline and carrying	Sets	2		
2.06	Electronic Concrete Test Hammer with a digital read out unit, with integrated conversion tables, data memory and RS232 interface. Supplied with all connection cables and Carboradum stone, housed in case.	Sets	1		
2.07	Cover meter profometer for rebar locator with LCD monitor with an x/y meter scale.	Sets	2		
2.08	Multi speed load frame for CBR, Marshal, and Unconfined, Un-drained, Tri-axial, Duriez and many other tests. The machine to have variable speed control.	Sets	2		
2.09	Core cutter with 6HP petrol engine. Can operate an orientation of 360 ^o C with speed reducers giving coring speeds of between 300 and 600rpm.Can drill cores of 200mm diameter and a depth of 550mm.Supplied complete with water swivel, two base mounted wheels, core bits and expanding adapters and one manual cone penetrometer.	Sets	1		
2.1	Steel balls for Los Angeles abrasion test	Sets	2		

2.11	Linear shrinkage mould to produce specimens 140mm long X 12.5mm radius.	Sets	4		
2.12	Cone penetrometer, Digital Type with an automatic taring of initial penetration reading, Sample detection with penetration cone, Automatic data storage for every tests, Provision for data storage for up to 4000 readings. Variable test time between 0 to 99 seconds, Least count of penetration measurement 0.01mm and suitable for operation on 240V, 50Hz single phase AC supply. To be supplied with spare parts for all replaceable parts; Penetration Test cone and penetration test cup 55mm dia x 40mm deep.	Sets	2		
2.13	High accuracy precision digital thermometer -100-200 ⁰ C in 0.1 ⁰ C resolutions, complete with 100mm needle probe incorporating a screw lock socket.	Sets	2		
2.14	Supply CBR molds with all accessories including extension collar, solid and perforated base plates, split surcharge discs, annular perforated surcharge discs and straight edge.	No.	50		
2.14	Pycnometer	Sets	2		
2.15	Foot Pump	Sets	1		
2.16	Thickness gauge for determination of the flakiness index and elongation.	Sets	2		
2.17	A heavy duty industrial wheel barrow, capacity 3cu ft with pneumatic tire.	Sets	1		
2.18	Polythene bags 12.5 kg capacity 500 gauge (for sampling)	No.	50		
2.19	Calibration of All Equipment both supplied under the contract and Employer Existing as per Annex I under Section VII of the Tender document	Sum	1		
2.20	Uniformly distributed river sand for use in sand replacement field density test.	15m ³ truck load	1		

2.21	Sand calibrating cone 150mm and 200mm.	Nr	2		
2.22	Train the staff to use the equipment on the operations and maintenance.	Persons	6		
BOQ 2 Amount Carried Forward to Summary Table					

SUMMARY OF COSTS	Amount (KES)
BOQ 1 Amount Carried Forward to Summary Table	
BOQ 2 Amount Carried Forward to Summary Table	
Sub Total	
16% VAT	-
TOTAL COST OF WORKS (Inclusive of 16% VAT)	-

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

**SECTION VIII
STANDARD FORMS**

Tender for Supply of

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

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 supply deliver, install and commission (..... *(insert equipment description)*) in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum 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 *[number]* 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.

8.2 **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/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation /
Registration No. Location of business premises:
Country Physical address
Town Building.....
Floor.....Plot No.
Street / Road Postal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (*Full Names*) Direct / Mobile No's.....
Title Power of Attorney (**Yes / No**)
If **yes**, attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
Value Added Tax No.....
Value of the largest single assignment you have undertaken to date (*USD/KShs*)
.....
Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)
Name (s) of your banker (s)
.....
Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names
Nationality..... Country of Origin.....
.....
Company Profile (*Attach brochures or annual reports in case of public company*)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
2.

Company Profile (*Attach brochures*)

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public
Company Profile (*Attach brochures or annual reports in case of public companies*)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

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

Part 2 (d) – Debarment

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

Full Names

Signature

Dated this day of 2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

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

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

Full Names

Signature

Dated this day of 2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

a)

b)

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

Signed

For and on behalf of M/s

In the capacity of

Dated this day of 2017.

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

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

a)

b)

For and on behalf of M/s

In the capacity of

Dated this day of 2017

Suppliers' / Company's Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

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

..... (Delete as necessary) Institution

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the last 3 years.

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

Tender for Supply of

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

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

*Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed
OR in the sole proprietor certificate...../.....*

*ID No(s):...../.....Signature and stamp of the authorized Banker
Representative.....Date.....*

Part 2(j or k) – Declaration

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

Full names

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of2017.

Suppliers' / Company's Official Rubber Stamp

8.3 TENDER SECURITY FORM
(To be on the Banks Letterhead)

WHEREAS [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for [name and/or
description of the equipment] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that **WE** of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto the **Kenya Electricity Generating Company
Limited** (hereinafter called “the Procuring entity”) in the sum of for
which payment well and truly to be made to you, the Bank binds itself, its successors,
and assigns by these presents.

Sealed with the Common Seal of the said Bank this _day of _____20

THE CONDITIONS of this obligation are:-

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

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 ____ between
..... [name of **the Employer**] of [country of **the Employer**] (hereinafter
called "**the Employer**") of the one part and [name of **the Supplier**] of
..... [city and country of **the Supplier**] (hereinafter called "**the Supplier**") of the other
part;

WHEREAS the Employer invited tenders for] and has accepted a tender by the
tenderer for the supply of in the sum of [contract
price in words and figures] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract 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 the 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 Tenderer’s Acceptance
 - (g) Applicable addenda and clarifications
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 goods 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
provisions of the goods and the remedying of defects therein, the Contract Price or such
other sum as may become payable under the provisions of the Contract at the times and
in the manner prescribed by the contract.

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

Signed by _____ the _____ (for the Procuring entity

Signed by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

**8.5 PERFORMANCE SECURITY FORM
(To be on the Banks Letterhead)**

To
[*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [*reference number of the contract*] for dated _____ 20 _____ to _____ supply [*description of goods*] (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 figure*] 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 you 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 _____ 20 ____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person authorized.