



KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-GDD-031-2017

**TENDER FOR SUPPLY OF ASSORTED ELECTRICAL MATERIALS AND
INSTRUMENTATION SPARES
FOR OLKARIA POWER PLANTS**
*(Electrical Materials, Infra-Red Camera, Protective Relays complete with Battery, Numerical
Feeder Protection & Control Relays)*

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

TABLE OF CONTENTS

		PAGE
SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	4
	Appendix to Instructions to Tenderers	19
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	29
SECTION V	TECHNICAL SPECIFICATIONS.....	30
SECTION VI	PRICE SCHEDULE FOR GOODS.....	46
SECTION VII	STANDARD FORMS.....	51
8.1	FORM OF TENDER.....	51
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	52
8.3	TENDER SECURITY FORM.....	55
8.4	CONTRACT FORM.....	56
8.5	PERFORMANCE SECURITY FORM.....	57
8.6	MANUFACTURER'S AUTHORIZATION FORM.....	58

SECTION I INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the **Tender for Supply of Assorted Electrical Materials and Instrumentation Spares for Olkaria Power Plants** 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;

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.

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 Electrical and Instrumentation Spares for Olkaria Power Plants**” and addressed to:

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

On or before: **15th May 2017 at 10.00AM**

Tenders will be opened on **15th 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.

N/B: KenGen adheres to high standards of integrity in its business operations.

Report any unethical behavior immediately to the provided anonymous hotline service.

- 1) Call Toll Free: 0800722626***
- 2) FreeFax: 00800 007788***
- 3) Email: kengen@tip-offs.com***
- 4) Website : www.tip-offs.com***

SUPPLY CHAIN DIRECTOR

SECTION II

INSTRUCTIONS TO TENDERERS

Table of Clauses

- 2.1 Eligible tenderers
- 2.2 Eligible goods
- 2.3 Cost of tendering
- 2.4 Contents of Tender document
- 2.5 Clarification of documents
- 2.6 Amendment of documents
- 2.7 Language of tender
- 2.8 Documents comprising the tender
- 2.9 Tender forms
- 2.10 Tender prices
- 2.11 Tender currencies
- 2.12 Tenderers eligibility and qualifications
- 2.13 Goods' eligibility and conformity to tender documents
- 2.14 Tender security
- 2.15 Validity of tenders
- 2.16 Format and signing of tenders
- 2.17 Sealing and marking of tenders
- 2.18 Deadline for submission of tender
- 2.19 Modification and withdrawal of tenders
- 2.20 Opening of tenders
- 2.21 Clarification of tenders
- 2.22 Preliminary examination
- 2.23 Conversion to single currency
- 2.24 Evaluation and comparison of tenders
- 2.25 Contacting the procuring entity
 - (a) Award of contract
 - (b) Post qualification
 - (c) Award criteria
 - (d) Procuring entity's right to vary quantities
 - (e) Procuring entity's right to accept or reject any or all tenders
- 2.26 Notification of award
- 2.27 Signing of contract
- 2.28 Performance security
- 2.29 Corrupt or fraudulent practices

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 its tender is accepted.

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for

workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of *(Specify the amount)*.

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, **15th 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 **15th 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 **15th May 2017 at 10.30AM** and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) **Award Criteria**

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

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

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

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

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

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

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

2.31 Corrupt or Fraudulent Practices

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

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

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

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This Invitation for Tenders is open to all Tenderers as described in the Invitation to Tender.
2.10.2	KenGen shall arrange for insurance of all imports with local underwriter against loss or damage from the point of origin to final destination.
2.14.2	The tender security shall be in the amount of Kenya Shillings Four Hundred Thousand (KShs. 400,000.00) or equivalent in a freely convertible currency.
2.18.1	<p>Tender closing Date: 15th May 2017 at 10.00AM</p> <p>Tender opening Date: 15th May 2017 at 10.30AM</p>
2.22.2	No correction of errors. 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.
	<ul style="list-style-type: none"> • <i>Sequential pagination/serialization of all pages in the tender documents</i> • <i>The delivery period shall be within 3 months after the date of signing the Contract.</i>

2.24.4	<p><i>The following shall be the evaluation Criteria</i></p> <p>A) Mandatory Requirements</p> <ul style="list-style-type: none"> • <i>Duly completed price schedules.</i> • <i>All items in the schedule must be quoted to be considered responsive.</i> • <i>Filled, signed and stamped tender form.</i> • <i>Duly filled and signed complete technical schedules.</i> • <i>Valid Tax Compliance Certificate issued by Kenya Revenue Authority (K.R.A).</i> • <i>Evidence of certificate of Incorporation/ Registration.</i> • <i>Tender Security amount of KShs. 400,000.00 or equivalent in a freely convertible currency.</i> • <i>Tender validity shall be 120 days from the tender opening date.</i> • <i>The Tender validity period of 90 days.</i> <p>B) Technical Evaluation Criteria</p> <ul style="list-style-type: none"> • <i>Manufacturer’s authorization for all schedules must provided.</i> • <i>Audited financial statements for the past two (2) years</i> • <i>Financial Ratio: Quick/Acid test Ratio of 1:1</i> • <i>Compliance to the technical specifications of the tender.</i> • <i>Provide documentary evidence to prove materials offered comply with the Technical Specifications of the tender.</i> <p>C) Financial Evaluation</p> <ul style="list-style-type: none"> • <i>To determine the tenderer is substantially responsive and offered the lowest evaluated bid for each schedule.</i> • <i>Award shall be based on the total lowest evaluated bid per schedule.</i>
2.27.7	<p><i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i></p>
2.31	<p>Corrupt or Fraudulent Practices Reporting</p> <p><i>KenGen adheres to high standards of integrity in its business operations.</i></p> <p><i>Report any unethical behavior immediately to any of the provided anonymous hotline service.</i></p> <ol style="list-style-type: none"> 1) <i>Call Toll Free: 0800722626</i> 2) <i>Free-Fax: 00800 007788</i> 3) <i>Email: kengen@tip-offs.com</i> 4) <i>Website : www.tip-offs.com</i>

SECTION III:
GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all

copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within **fifteen (15) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to

drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.9 Packing

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

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

3.10 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
3.7.1	<i>The performance security shall be in the amount of 10% of the Contract Price.</i>
3.8.5	<i>The supplier shall be required to expressly confirm that the goods supplied shall be under at least 12 months warranty.</i>
3.11.1	KenGen shall arrange for insurance of all imports with local underwriter against loss or damage from the point of origin to final destination.
3.12.1	<p>Payment Terms and Conditions</p> <p>Local Suppliers</p> <p>KenGen’s payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.</p> <p>Payment shall be made through KenGen’s cheque or telegraphic transfer for the amount of contract. The terms shall be strictly Delivered and Duty Paid (DDP) to Olkaria.</p> <p>Advance Payment not applicable</p>
3.18.2	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i>

SECTION V

TECHNICAL SPECIFICATIONS

GENERAL

1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

SCHEDULE A: ELECTRICAL MATERIALS FOR OLKARIA II POWER PLANT

(i) WIRING ACCESSORIES

ITEM		DESCRIPTION	COMPLIANCE Tick (YES/NO)
1	11 pin plug-in relay complete with base	11 pin plug-in relay <ul style="list-style-type: none"> • General purpose • Coil supply: 110V DC • Contact rating: 5A, 110V DC/AC 	
2	Four position rotary selector switch	Four position rotary selector switch <ul style="list-style-type: none"> • NO Break before make contacts [Each for every selection] Contact rating: 5A, 110 V DC	
3	Synch check relays	<ul style="list-style-type: none"> • Nominal voltage 110 V DC • Allowable adjustable voltage $\pm 10\%$ • Contact rating 110 V DC/AC 5A • Operating temperature : -20°C to $+70^{\circ}\text{C}$ • Installation : standard DIN rail 	
4	Phase failure relays	<ul style="list-style-type: none"> • Supply voltage 110 V DC $\pm 10\%$ • Output contact : a minimum of 2 NO and 2 NC • Undervoltage adjustment: $\pm 20\%$ in steps of 5 • Main features: <ul style="list-style-type: none"> • Over-/undervoltage monitoring • Phase failure detection • Phase unbalance monitoring • Phase sequence monitoring • Nominal voltage..... 	
5	Push button	Push button Momentary operated switch 2NO,2NC; Rating 5A, 110 V DC	

6		1.5mm ² flexible single core cable 100m roll, yellow in colour	
7		1.5mm ² boot lace insulated cable lugs	
8		Standard DIN mounting rail	
9		Cable markers for 1.5mm ² conductor: Letter A to Z [except O and I]	
10		Numerals 0 to 9	
11		Cable glands complete with shroud • 25 small	
12		Cable glands complete with shroud • 25 large	
13		Thermal Label Printer complete with software, accessories and wire marking sleeves	
14		PVC wiring duct/Trunking complete with covers • [D X W] 75mm x 75mm	
15		Cable ties; 300mm-5 packets	

(ii) **FERRULE PRINTING MACHINE COMPLETE WITH SOFTWARE, ACCESSORIES AND WIRE MARKING SLEEVES**

It shall have built-in advantages of high speed marking, cutting depth adjustment, Easy access to direct PC and USB, large and backlit LCD display, heat-shrinkable tubes and economical refill-type ink ribbon.

It shall have 4 in 1 features:

1. It can be used directly with the PC as a printer.
2. It can also be used through Pen Drive.
3. It can also be used manually.
4. Its internal memory is 100,000 (One Lakh) Characters.

It shall have a hard carrying case (which is fitted with foam cushions inside it) with the machine.

Display shall be wide and backlit

Speed shall be 35mm/sec very high

Tube shall be from from 2.5mm to 8.00 mm ID

Font size and density of printing shall be changeable.

Shall be Very much easy to operate.

Shall be possible to print on PVC and Heat Shrinkable Tube and Self Adhesive Label with this machine.

Technical data sheet:

Parameter	Specification	Bidder's offer
Printing method	Thermal transfer method(300dpi)	
Display	LCD dot matrix : 64 x 160Pixel (Backlit)	

Printing speed	35mm/s(Standard) 20mm/s(Low temperature mode)	
Character size	2, 3, 4 or 6 mm	
Usable tube size	Ø 2,5 ~ 6,5 mm ((PVC, Shrinkable tube)	
Usable tape size	Width 5,9,12mm (MAX genuine tape)	
Internal memory	100.000 characters per file (max. 5000 per folder; max. amount of folders: 50)	
External memory	USB memory	
Interface	USB 2.0 full speed	
Power supply	DC 12V, 3.3A [Use only specified AC adapter(100V-240V) included in the package.]	
Power consumption	max. 16W	
Operating environment	10 to 35 degrees celcius	
NOTE: Manufacturer's Authorization must be provided.		

SCHEDULE B: INFRA-RED CAMERA FOR GEOTHERMAL POWER PLANTS

	DESCRIPTION	DATA
1	Imaging Performance	
	IR resolution	320 X 240 pixels Infrared resolution
	Spatial resolution	1.36 mrad
	Thermal sensitivity	50mK
	Zoom	1-4x continuous digital zoom
	FOV/Minimum focus distance	25° x 19° /0.4m
	Spectral range	7.5 – 13µm
	Image frequency	50 – 60Hz
	Focus	Manual/Automatic
2	Image presentation	
	Picture in Picture	Scalable IR area in visual image
	Thermal fusion	Yes
	Display	Built-in 3.5" LCD touch screen, 320 x 240 pixels
	Image modes	IR image, thumbnail gallery
3	Measurement	
	Object temperature range	-20°C to +650°C
	Accuracy	+/-2°C or +2% of reading

4	Measurement analysis	
	Spotmeter	5
	Area	5 boxes with min/max/average
	Difference temperature	Delta temperature between measurement functions or reference temperature
	Automatic hot/cold detection	Auto hot or cold spot meter markers within area
	Emissivity correction	Variable from 0.001 to 1.0 or selected from list of material
	Measurement corrections	Reflected temperature, optics transmission and atmospheric transmission
	Isotherm	Detect high/low temperature/interval
5	Reporting	
	Instant report	Yes
6	Digital Camera	
	Built-in digital camera	3.1 Mega Pixel (2048 x 1536 pixels), and video lamp
7	Image annotations	
	Voice	60 seconds
	Text	Text from predefined list or soft keyboard on touch screen
8	Image storage	
	Type	IR/visual images; simultaneous storage of visual and IR images
	Format	Standard JPEG – including measurement data on SD memory card
9	Data communication interfaces	
	Interfaces	USB-mini, USB-A, Composite video
	USB	USB-A; Connect external USB device – USB – mini-B; Data transfer to and from PC / Streaming MPEG 4
10	Laser pointer	
	Laser	Position displayed on the IR image
11	Environmental specifications	
	Operating temperature	-15 to +50 ⁰ C
	Storage temperature range	-40 to +70 ⁰ C
	Humidity	IEC 60068-2-30/24 h 95% relative humidity +25 ⁰ C to +40 ⁰ C / 2 cycles
	Encapsulation	IP 54 (IEC 60529)
12	Power	
	Battery type	Lithium-Ion (field replaceable), rechargeable, and at least 4 hours of continuous use

	Charging system	In camera, AC adaptor, 2-bay charger or 12V from vehicle
	Power management	Automatic shutdown (user selectable)
	AC operation	100-260V AC
	Adaptor voltage	12V output to camera
13	Rotating and interchangeable lens	
	Lens	Convenient rotating lens detents up to 120 ⁰ C for easy viewing angle. Should also be interchangeable.
14	Accessories	Quick report software, USB mini-B cable, video cable, sun shield, stylus pen & headset, camera lens cap, transport case.
NOTE: Manufacturer's Authorization must be provided.		

Note:

Attach manufacturers test certificate of analysis confirming the specification.

a. Inspection and testing of the Infra-Red camera

Inspection of the Infra-Red camera will be conducted by two KenGen representatives at the goods country of origin. Training on testing, setting and how to use the equipment will be conducted for the two KenGen representatives by the tenderer or his representative at the goods country of origin and in a high precision laboratory. The training should take three - five days and should lead to level 1 thermography certification. The total contract price should thus include training costs (exclusive of accommodation and travel costs) for the two KenGen engineers.

- b. Warranty 10 years.
- c. The items shall be as per tender specifications
- d. The bidder must show manufacturer's authorisation
- e. The bidder must attach a catalogue or brochure indicating the item they intend to supply that meet the specifications, and clearly indicate the period it will take to supply and install the equipment.

**SCHEDULE C: PROTECTIVE RELAYS FOR OLKARIA WELLHEADS
POWER PLANTS**

(i) GENERATOR MANAGEMENT PROTECTIVE RELAY SPECIFICATIONS – TYPE A

The relay should be fully microprocessor based with the following protection functions:

- Current differential protection 87G
- Stator earth fault protection non directional/directional 59N/64G

- Sensitive earth fault protection 50/51N (64R)
- Stator overload protection 49
- Definite-time over-current protection with undervoltage seal-in
- Definite-time over-current protection, directional
- Inverse-time over-current protection
- Overvoltage protection
- Under voltage protection
- Frequency protection
- Reverse-power protection
- Over-excitation protection (Volt/Hertz)
- Fuse failure monitor
- External trip coupling
- Trip circuit supervision
- Forward-power protection
- Under-excitation protection (loss-of-field protection)
- Negative-sequence protection
- Negative-sequence protection
- Breaker failure protection
- Rotor earth-fault protection (f_n , R-measuring)
- Inadvertent energization protection
- 100 % stator earth-fault protection with 3rd harmonic
- Impedance protection with ($I>+V<$) pickup
- Inter-turn protection
- DC voltage / DC current time protection
- Over-current protection during startup
- Earth-current differential protection
- Out-of-step protection/pole slipping
- Rotor earth-fault protection (1-3 Hz square wave voltage)
- 100 % stator earth-fault protection with 20 Hz voltage
- Rate-of-frequency-change protection
- Vector jump supervision (voltage)
- Threshold supervision
- Supervision of phase rotation
- Undercurrent via CFC
- External temperature monitoring via serial interface
- Back up impedance
- Loss of field

The relay should be a 1/5 amp relay with auxiliary supply voltage of 110V DC and should be able to fit in the existing panel without modifications.

Warranty 10 years

It shall be supplied complete with the necessary software and maintenance tools laptop connection fittings.

(ii) GENERATOR MANAGEMENT RELAY SPECIFICATIONS – TYPE B

The relays should be microprocessor based relay that shall provide a combination of functions including protection, monitoring, control and automation. Relay self-checking functions shall be included. Specific requirements are as below:

- Phase differential (87)
- Ground differential(87N)
- Restricted earth fault (REF)
- 100% Stator ground fault (64G)
- Field ground (64F)
- Loss of field (40)
- Thermal overload (49T)
- Current Unbalance (46)
- Volts/Hz (24)
- Out of step (78)
- Inadvertent Energization
- Compensator Distance (21C)
- Voltage controlled Time over current (51C)
- Voltage restrained Time Overcurrent (51V)
- Ground TOC with directional control (51G)
- Neutral time overcurrent with directional (51N)
- Phase overcurrent
- Negative sequence overcurrent
- Ground overcurrent
- Directional ground overcurrent
- Neutral overcurrent
- Directional Neutral overcurrent
- Under voltage (27)
- Synchronism Under voltage
- Directional power (32)
- Over/under frequency (81)
- Rate of change of frequency (81R)
- Breaker failure (BF)
- Loss of potential (60 LOP)
- Synchronism check (25 GEN)
- Auto-synchronizer
- Off frequency accumulator

In addition to comprehensive protection functions, the relay should offer the following features that add value, including the following:

Monitoring

- Event summaries should contain relay ID, date and time, trip cause, and current/voltage magnitudes.
- Event report should include filtered and raw analog data
- Comprehensive reporting including; Oscillography, Load profiling, and Sequential Event Reporting.
- Generator operating statistics monitoring.
- Breakers wear monitoring.

- Generator automatic synchronization report.
- It should have a built-in automatic synchronizer function, which provides output contact interfaces for the generator field voltage regulator and the prime mover speed control governor; it should also provide generator start reports to record the automatic synchronizing event. The generator synchronization process should be viewed on a PC-based synchroscope with software provided.

Oscillography

- Length: 15, 64, 180 cycles
- Sampling Rate: 32 samples per cycle unfiltered, 4 samples per cycle filtered
- Trigger: Programmable with Boolean expression
- Format: ASCII and Compressed ASCII
- Time-Stamp Resolution: 1 ms
- Time-Stamp Accuracy: ± 5 ms

Sequential Events Recorder

- Time-Stamp Resolution: 1 ms
- Time-Stamp Accuracy (with respect to time source): ± 5 ms
- As many as 1024 time-tagged, most recent input, output, and element transition.

Power Supply

125/250 Vdc or 120/240 Vac

Communications media

- Ethernet 10/100BASE-T, Ethernet 100BASE-FX
- Single or dual Ethernet ports
- EIA-232 serial, EIA-485 serial
- Fiber-optic, serial multimode ST® connectors

Communications Protocols

- IEC 61850, Modbus RTU/TCP, Simple Network Time Protocol (SNTP), DNP3 serial, LAN/WAN, DeviceNet™, Telnet, FTP, Synchrophasors (IEEE C37.118), Mirrored Bits communication

Synchrophasors should include the following features:

- Frequency and df/dt
- 50 messages per second
- 9 currents
- 9 voltages
- 4 math variables
- 16 LOGIC control equation variables
- IEEE C37.118-2005 Level 1 accuracy

The relay should be complete with its cables, RTD module, field ground module, serial transceivers and relay software used to set, monitor and control the relay.

(iii) TRANSFORMER MANAGEMENT RELAY SPECIFICATIONS

The transformer management relay shall provide complete protection and management for small, medium, and large power transformers. The microprocessor-based relay shall provide a combination of functions including protection, monitoring, control, and automation. Relay self-checking functions shall be included.. The relay shall provide options for two or three restraint windings. It shall be equipped with the following protection functions:

1. Transformer Differential.
 - Three restrained differential elements (87R).
 - Three independent unrestrained differential elements (87U)
2. Restricted Earth Fault (REF) Protection.
3. Overcurrent Protection.
 - Four instantaneous phase overcurrent (50P) elements for windings 1 and 2 (eight total).
 - Two instantaneous negative-sequence overcurrent (50Q) elements for windings 1 and 2 (four total).
 - Two residual overcurrent (50G) elements for windings 1 and 2 (four total).
 - Two instantaneous neutral-overcurrent elements (50N) with two levels of neutral-overcurrent detection.
4. Time-Overcurrent Elements
 - Eight phase time-overcurrent (51P) elements operating on the individual phases as well as the maximum of the phase currents for each winding.
 - Two negative-sequence time-overcurrent (51Q) elements operate on the calculated negative-sequence current for each set of three-phase winding inputs of the transformer.
 - Two residual overcurrent (51G) elements.
 - One neutral time overcurrent element (51N).
5. Volts/Hertz Protection element to detect over-excitation and under excitation.
6. Over- and Under voltage Protection
 - Phase under voltage elements 27p
 - Phase overvoltage elements 59p
 - The negative-sequence overvoltage elements
 - All voltage elements provide two pickup levels with definite-time delay settings.
7. Directional Power Element Protection
 - Two directional power elements for detecting real (Watts) or reactive (VARs) directional power flow levels for the transformer winding associated with the three-phase voltage input.
8. RTD Thermal Protection
 - Each RTD input provides an alarm and trip thermal pickup setting in degrees C or F, provides open and shorted RTD detection, and is compatible with the following three wire RTD types:
 - PT100 (100 Ω platinum)
 - NI100 (100 Ω nickel)
 - NI120 (120 Ω nickel)
 - CU10 (10 Ω copper)

The following shall provide enhanced flexibility of the protection system:

1. Synchronized Phasor Measurement.

- The relay shall provide high-accuracy phasor measurements for voltages and currents if an IRIG-B signal is available.

- The relay shall provide a selectable Synchrophasors data update rate of 1–10 times per second.

2. Metering

Metered quantities include phase voltages and currents, neutral currents; sequence voltages and currents; harmonics, power, frequency, and energy; and maximum/minimum logging of selected quantities.

3. Monitoring and Reporting

- **Load-Profile Monitoring:** Provides periodic snapshot (selectable rate from every 5 to 60 minutes) of as many as 17 selectable analog quantities
- **Metering:** The relay shall include metering capabilities for real-time current, voltage, power, energy quantities, and differential quantities, as well as phase demand and peak demand current values. Harmonic content from the fundamental to the fifth harmonic for all ac current and voltage inputs shall be included. RTD temperature metering, Synchrophasors data metering, and minimum/maximum metering shall also be included.
- **Through-Fault Event Monitor:** The relay shall provide for the capability of reporting fault current level, duration, and date/time for overcurrent events through the differential protection zone. A settable I2t alarm indicates an excess of accumulated through-fault energy.
- **Event Summaries:** Fault type and trip data, including time of tripping
- **Event Reports:** 15-cycle length (as many as 77 reports) or 64-cycle length (as many as 19 reports) with 4 or 16 samples/cycle resolution
- **Sequential Events Recorder (SER):** As many as 1024 time-tagged, most recent input, output, and element transitions. An SER entry helps to monitor input/output change-of-state occurrences, element pickup/dropout.
- **Settings, Event Report, and SER Data:** Stored in nonvolatile, Flash memory

4. Front panel visualization

- The front panel shall be capable of displaying measured values, calculated values, I/O status, device status, and configuration parameters on a front-panel LCD display.
- The display shall have a rotating capability to display custom messages and data. Thirty-two display messages shall be provided.
- The front panel shall also have a minimum of six user-programmable LEDs and four user-programmable pushbutton controls with eight programmable LEDs.

5. Communications/Integration

- The relay shall provide the following communications options: ASCII, Modbus RTU, Device Net, Telnet, FTP, SNTP, Modbus TCP, DNP LAN/WAN, IEEE C37.118 (Synchrophasors data), and IEC 61850 protocols
- One front-panel EIA-232 port and one rear-panel EIA-232 or EIA-485 port, one fiber-optic serial port, and optional single or dual copper or fiber-optic Ethernet port
- Capability for an additional rear-panel EIA-232 or EIA-485 port
- Windows®-based PC software for settings and report retrieval
- MIRRORED BITS Communications

6. Additional Features

- Status and Trip Target LEDs

- Event Messenger Points
- Configurable Labels

7. Hardware

- Operating temperature range of -40° to $+85^{\circ}\text{C}$
- Power supply input operating voltage range of 125/250 Vdc, or 120/240 Vac
- Demodulated IRIG-B time-synchronization input capability
- 1 A, ac current inputs IAW1, IBW1, ICW1, IAW2, IBW2, ICW2, and optional IN input
- Flexible, configurable I/O, including digital I/O and analog I/O
- Opt isolated digital inputs
- Relay front panel shall meet the requirements of IP65

Inspection and testing of the relays

- Inspection of the IEDs for schedule **GENERATOR MANAGEMENT PROTECTIVE RELAY-TYPE A** will be conducted by two KenGen representatives at the goods country of origin.
- Training on testing, setting and configuration of schedule **GENERATOR MANAGEMENT PROTECTIVE RELAY-TYPE A** items will be conducted for the two KenGen representatives by the tenderer or his representative at the goods country of origin and in a high precision laboratory.
- The training should be within five (5) days.
- The total contract price should thus include training costs (exclusive of accommodation and travel costs) for the two KenGen representatives.
- The relay should be a 1Amp relay with either AC or DC auxiliary voltage and should be able to fit in the existing panel without modifications.
- Warranty 10 years.
- All the protection relays should come complete with their respective licensed copies of software to up/down load data to/from the relay to/from the personal computer.
- The Numerical relays should come with an interface cables and other necessary accessories for communication between the relay and personal computer.
- The items shall be as per tender specifications.
- The bidder must submit a catalogue or brochure indicating the items they intend to supply that meet the specifications, and clearly indicate the period it will take to supply and install the equipment.
- **The bidder must submit Manufacturer's Authorization with the bid.**

(iv) BATTERY CHARGERS

1. Rectifier Type: PSR-327/110-25
2. Input Parameters
 - Voltage: 230VAC +/-20%
 - Current: 12.9AAC
 - Frequency: 50Hz
 - Power factor: >0.99
 - Total harmonic distortion: < 5%

- Internal input fusing: 16A
 - Efficiency: $\geq 91\%$
3. Output Parameters
 - Voltage: 108Vdc
 - Current: 25Adc (@ 108V)
 - Nominal output power: 2700W
 - Frequency: DC
 - Default value of the charging voltage: 122.6Vdc
 - Output overvoltage: 135Vdc
 - Output under voltage: 91.8Vdc
 4. Dimensions (Excluding front handling plate)
 - Length: 32.7cm
 - Width: 10.6 cm
 - Height: 13.3cm
 5. Other Details
 - Cooling: Fan cooling (temperature controlled, rpm monitored)
 - Main processor: 16Bit
 6. Quantity Required: 15 units

SCHEDULE C: NUMERICAL RELAYS AND BATTERY CHARGERS
OLKARIA WELLHEADS POWER STATIONS

Item	Description	Quantity	Country of Origin	Delivery Period
(i)	Generator protection relay – type A	1		
(ii)	Generator protection relay – type B	1		
(iii)	Transformer protection relay	1		
(iv)	Battery Charger	15		

NOTE: The bidder must submit Manufacturer’s Authorizations with the bid.

SCHEDULE D: NUMERICAL FEEDER PROTECTION AND CONTROL RELAYS FOR OLKARIA IV POWER PLANT

GENERAL

3. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
4. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
5. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
4. The tenderers are requested to present information along with their offers as follows:
 - i. Shortest possible delivery period of each product.
 - ii. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses SITE LOCATION.
 - iii. **The bidder must submit Manufacturer's Authorization with the bid.**

NUMERICAL FEEDER PROTECTION AND CONTROL RELAYS

1. General Digital Protective Relay design requirements

The Digital Protective Relay design shall be based on a microprocessor technology and shall accommodate a hardware and software architecture consisting of a multifunction protection and control platform with logic inputs and outputs, including Protections, Metering, Control and Monitoring, User Machine Interface with alphanumeric display, Communication Interface, Network, Machine, Switch gear and relay diagnosis functionalities.

2. Relay general and practical operating requirements

The Protective Digital Relay shall operate according to the following conditions:

Temperature:	- 25°C to +55°C
External auxiliary power supply:	110 V DC
Current sensors:	1A current transformers
Voltage sensors:	100V/ $\sqrt{3}$ voltage transformers

3. Digital Protective Relay description

The numerical protection and control relays for protection, control and measurement and supervision of cable feeders at Olkaria IV power plant should have a minimum of the following functions:

1. 3-phase non-directional over current 50P/51P.
2. 3-phase directional over current 67/51P and 67/50P
3. Non directional ground fault protection 51G.
4. Directional ground fault protection 67/51N
5. Directional ground fault protection 67/50N.
6. 3-phase under voltage 27.
7. 3-phase over voltage 59.
8. Circuit Breaker failure 50BF
9. Negative phase sequence 46
10. Frequency protection 81
11. Voltage per hertz protection 24
12. 3-phase thermal protection for feeders and cables 49
13. 3-Phase inrush detector

3. Control and Monitoring

The Digital Protective Relay shall basically carry out all the ANSI code Control and Monitoring functions necessary to control the Circuit Breaker or Contactor for electrical operations. These operations shall be performed from pre-defined functions using logic inputs/outputs and shall be processed from internal and external data.

3. Metering

The numerical Protection and control Relays shall include accurate measurement processing functions and shall display the metering data on the Human Machine Interface to operate the different applications and carry out commissioning and maintenance.

4. Human Machine Interface (HMI)

The numerical protection and control Relays shall incorporate a User Machine Interface with an alphanumeric graphical LCD and back-light display screen indicating:

- Measurement values
- Operating messages in major international languages
- System maintenance messages
- The HMI shall display clear information of alarm conditions.
- Display metering and operating data, alarms and messages
- Clear alarms and resetting
- Access to protection and parameter settings

5. Setting and configuration software

All necessary setting and configuration software must be included. The software must be delivered together with the protection relays

6. Tender documents

To support its technical offer description, the bidder shall submit the following documents relative to the Numerical Protective and control Relays:

1. Relay architecture single line diagrams
2. Technical data sheets
3. Catalogues
4. User manuals and installation guide
5. Test and conformity certificates
6. Reference lists for similar application

(i) Numerical feeder protection and control relays

	TECHNICAL DESCRIPTION	COMPLIANCE
1	Numerical feeder protection and control relays	

Note:

- Attach manufacturers test certificate of analysis confirming the specifications.

(ii) OMICRON CMC 356 Test Universe Software, CM Control P software and CM Control R software.

No.	TECHNICAL DESCRIPTION	COMPLIANCE
1.	CMC 356 Test Universe Software -Advanced protection software complete with a license	
2.	CM Control P app complete with an activation key	
3.	CM Control R app complete with an activation key	

**SECTION VI
PRICE SCHEDULE FOR GOODS**

SCHEDULE A: ELECTRICAL MATERIALS

No.	Description	Qty	Unit	Unit Price	Total Price
1.	Synch check relays	10	Piece		
2.	11 pin plug-in relay complete with base	25	Piece		
3.	Four position rotary selector switch	10	Piece		
4.	Push button • Momentary operated switch 2NO,2NC; Rating 5A, 110V DC	10	Piece		
5.	Phase failure relays	15	Piece		
6.	1.5mm ² flexible single core cable 100m roll, yellow in colour	5	Roll		
7.	1.5mm ² Bootlace Insulated Cable Lugs	1,000	Piece		
8.	Symmetrical DIN Mounting Rail	10	Piece		
9.	Cable makers for 1.5mm ² Conductor (Alphabets A-Z)	520 (20 of each letter)	Piece		
10.	Cable Markers for 1.5mm ² Conductor (Numbers 0-9)	200 (20 of each number)	Piece		
11.	Cable Glands C/W Shrouds: 20 small	10	Piece		
12.	Cable Glands C/W Shrouds: 25 large	10	Piece		
13.	Cable Glands C/W Shrouds: 20 large	10	Piece		
14.	PVC Wiring Duct/Trunking C/W Covers	6	Piece		
15.	Ferrule printing machine complete with software, accessories and wire marking sleeves (Consider the above describe or give more spec of the desired)	1	Piece		
16.	Cable ties; 300mm	5	Piece		
SUB-TOTAL					
Discount (%) if any					
Other Charges e.g. transport, handling, etc					
Add 16% VAT					
Total Cost Delivery and Duty Paid (DDP) to Olkaria Power Station					
Country of Origin					
Currency of Tender					

Delivery period (in months)

Note: No correction of errors. 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.

TENDERERS NAME: _____

TENDERERS SUGNATURE: _____

COMPANY'S RUBBER STAMP _____

SCHEDULE B: INFRA-RED CAMERA

No.	Description	Unit	Qty	Unit price	Total Cost
1	Infra-Red Thermography Camera	Piece	1		
2	Level 1 thermography training and certification at the factory for 2 KenGen engineers	Activity	2		
SUB-TOTAL					
Discount (%) if any					
Other Charges e.g. transport, handling, etc					
Add 16% VAT					
Total Cost Delivery and Duty Paid (DDP) to Olkaria Power Station					
Country of Origin					
Currency of Tender					
Delivery period (in months)					

No Correction of Errors. 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 or by any person or entity.

Tenderer's Name _____

Tenderer's Signature _____

Company Rubber Stamp _____

**SCHEDULE C: OLKARIA WELLHEADS POWER STATIONS NUMERICAL
RELAYS AND BATTERY CHARGER**

No.	Description	Quantity	Unit price	Total Cost
1	Generator protection relay – type A	1		
2	Generator protection relay – type B	1		
3	Transformer protection relay	1		
4	Battery Charger	15		
SUB-TOTAL				
Discount (%) if any				
Cost of Training cost				
Other Charges (if any-specify)				
Add 16% VAT				
Total Cost Delivery and Duty Paid(DDP) to Olkaria				
Currency of Tender				
Country of Origin				
Delivery Period				

NOTE: No correction of errors. 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.

Tenderer's Name _____

Tenderer's Signature _____

Company Rubber Stamp _____

SCHEDULE D: NUMERICAL FEEDER PROTECTION AND CONTROL RELAYS FOR OLKARIA IV POWER PLANT

No.	Material Description	Quantity	Unit	Unit Price	Total Cost
1	Numerical feeder protection and control relays	4	Piece		
2	CMC 356 Test Universe Software -Advanced protection software complete with a license	1	Piece		
3	CMControl R app complete with an activation key	1	Piece		
4	CMControl P app complete with an activation key	1	Piece		
SUB-TOTAL					
Discount (%) if any					
Other Charges e.g. transport, handling, etc					
Total Cost Delivery and Duty Paid (DDP) to Olkaria Power Station					
Country of Origin					
Currency of Tender					
Delivery period (in months)					

NOTES

- In case of discrepancy between unit and total cost, the unit cost shall prevail.
- Documentary evidence to prove that the items offered comply with the Technical Specifications **must** be provided.
- The bids must as per the Technical Specifications in the Tender Document. Bids that do not conform to the Technical Specifications will be disqualified.

Tenderer's Name _____

Tenderer's Signature _____

Company Rubber Stamp _____

**SECTION VII
STANDARD FORMS**

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

(Applicable to Local suppliers only)

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

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1. 2. Company Profile (Attach brochures)

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

Private or public Company Profile (Attach brochures or annual reports in case of public companies) State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

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

Full Names Nationality Citizenship Details Shares

1.....

2.....

Part 2 (d) – Debarment

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

Full Names

Signature

Dated this day of 2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

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

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

Full Names

Signature

Dated this day of 2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

a)

b)

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

Signed

For and on behalf of M/s

.....
In the capacity of

.....
Dated this day of 2017.

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

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

a)

b)

For and on behalf of M/s

In the capacity of

Dated this day of 2017

Suppliers' / Company's Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

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

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

Part 2 (i 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.