



# **KenGen**

**Kenya Electricity Generating Company Limited**

**KGN-GDD-067-2017**

**TENDER FOR CONSTRUCTION, TESTING AND  
COMMISSIONING OF WELLHEAD SILENCER FOR  
EBURRU POWER PLANT**

Kenya Electricity Generating Company Limited,  
Stima Plaza Phase III, Kolobot Road, Parklands,  
P.O. Box 47936,  
Nairobi, Kenya.  
[www.kengen.co.ke](http://www.kengen.co.ke)

**June, 2017**

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# SECTION I

## INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the “Tender for **Construction of wellhead Silencer for Eburru Power Plant**” 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](mailto: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](http://www.kengen.co.ke) and [www.suppliers.treasury.go.ke](http://www.suppliers.treasury.go.ke). Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded documents are free of charge.

Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.

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 “**KGN-GDD-067-2017-TENDER FOR CONSTRUCTION OF WELLHEAD SILENCER FOR EBURRU POWER PLANT**” and addressed to:

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

**Mandatory Site Visit shall take place on Monday 10<sup>th</sup> July 2017 at Geothermal Complex Starting at 10:00am and proceed to Eburru site after pre-bid conference.**

On or before: **17<sup>th</sup> July 2017 at 10.00am**

Tenders will be opened on **17<sup>th</sup> July 2017 at 10.30am** in the presence of the candidates’ representatives who choose to attend at KenGen Pension Plaza III, Tender Opening Room, Ground Floor.

*. KenGen adheres to high standards of integrity in its business operations.*

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

1) *Call Toll Free: 0800722626*

2) *Free-Fax: 00800 007788*

3) *Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com)*

4) *Website : [www.tip-offs.com](http://www.tip-offs.com)*

## **SUPPLY CHAIN DIRECTOR**

## SECTION II

### INSTRUCTIONS TO TENDERERS

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

- 1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/= Downloaded documents will be free of charge. Bidders who download documents shall promptly notify the Procuring Entity.
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2. Tender Documents**

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-
  - (a) These instructions to Tenderers
  - (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

### 3. Preparation of Tenders

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

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

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

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

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

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

#### **Tender security**

3.6. The tenderer shall furnish, as part of its tender **a tender security in amount of Kenya Shillings Two Hundred Thousand only (KES. 200,000.00).**

The tender security is required to protect Kenya Electricity Generating Company Limited against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to Kenya Electricity Generating Company Limited and valid for **at least 30days beyond tender validity**

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Any tender not secured in accordance with paragraph 14.1 and 14.3 will be

rejected by Kenya Electricity Generating Company Limited as non responsive, pursuant to paragraph 22.

Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Kenya Electricity Generating Company Limited.

The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by Kenya Electricity Generating Company Limited on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30 or
  - (ii) to furnish performance security in accordance with paragraph 31

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

3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

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

#### 4. Submission of Tenders

4.1 The tender duly filled and sealed in an envelope shall;-

- (a) be addressed to the Employer at the address provided in the invitation to tender;

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

## 5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Procuring Entity. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Procuring Entity.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for



any arithmetic errors. Errors will be corrected as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
  - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
  - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within fifteen (15) days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%

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

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

## 6. Award of Contract

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

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

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

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

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

6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

## 7. Corrupt and fraudulent practices

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

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

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

## Appendix to Instructions to Tenderers

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

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

### Appendix to Instructions to Tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
Tender security and validity	Tender Security validity of 120 days from tender closing date.
Tender validity	<i>The Tender validity period shall be 90 days from the date of tender closing.</i>
Tender closure	<b>17<sup>th</sup> July 2017 at 10.00am</b>
Site visit	<b>Mandatory SITE VISIT on 10<sup>th</sup> July 2017 at 10.00am at Geothermal Complex, Naivasha-Olkaria.</b>
Evaluation criteria	<p>A) <b><u>Mandatory requirements</u></b></p> <ul style="list-style-type: none"> <li>• Duly completed Price Schedule</li> <li>• Duly completed Tender Form</li> <li>• Signed Mandatory site visit certificate</li> <li>• Tender validity of 90 days from tender opening date</li> <li>• Tender security of 120 days from tender opening date</li> <li>• Tender security of KES. 200,000/= (Kenya Shillings, Two Hundred Thousand)</li> <li>• Duly Completed Confidential Business Questionnaire</li> <li>• Copy of Certificate of Incorporation / Registration</li> <li>• Copy of Valid Tax Compliance Certificate</li> <li>• Duly completed Declaration of bidder's knowledge of both sites</li> <li>• Copy of Registration with National Construction Authority, Class; - <b>NCA 8 and above</b> (Buildings and Civil Contractors)</li> <li>• Must have a Civil Engineer (attach CV &amp; Certificates).</li> </ul>

**B) Technical Evaluation Requirements**

The Tenderer shall furnish evidence to meet the following technical criteria. The technical criteria will be evaluated on point basis and any tenderer scoring less than 70 points shall be disqualified.

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

**(a) Organization Structure and Key personnel. - 30 Points**

- i Contractors organization structure clearly showing the reporting relationship – (10 Points)**
- ii Project manager with university level education in Civil or Mechanical Engineering and at least 4 years of work experience (attach CV and copies of academic qualification) – (5 Points)**
- iii A Site Manager with a minimum of a diploma certificate in Civil Engineering with at least three years' experience (attach CV and copies of academic qualification)- (5 Points)**
- iv Two (2) Site Supervisors ( one mechanical and one civil) with a prove of technical, vocational, trade qualifications with at least two year experience (attach CV and copies of academic qualification);**
  - Mechanical site supervisor – (2.5 Points)**
  - Civil site supervisor – (2.5 Points)**
- v A welder with a prove of technical , vocational, trade qualifications and at least two years' experience in a busy welding and fitting environment (attach CV and copies of academic qualification)- (5 Points)**

**(b) Proof of Ownership or lease of major construction plant and equipment (attach copies of ownership documents or lease commitment) –(15 Points)**

- At least One (1) No. Concrete mixers - (3 Points)
- At least One (1) No. Pick-up vehicle -(3 Points)
- At least One (1) No. Concrete Vibrators -(3 Points)
- At least One (1) No. Concrete Dumpers -(3 Points)
- At least one (1) Portable/mobile welding machine-(3 points)

**(c) Adequacy of the work Program providing specific and achievable milestones with durations- (15 Points)**

**(d) Adequacy of the Method statement for concrete works for the silencer. The method statement should take into account the specific conditions at the site- (10 Points)**

**(e) Evidence of having undertaken at least two construction projects of a minimum value of KES 3 million each in the last ten years (10 Points).**

**(f) Financial Capacity -20 Points**

Provide the latest audited financial statements. A minimum annual turnover of KES 3 million is required to prove financial capacity to undertake the project. Alternatively, the bidder may provide valid financing commitment for that specific procurement issued by a

	<p>recognized financial institutions (Including SACCOs, Deposit taking Micro-finance and Women Enterprise fund) addressed to KenGen.</p> <p><b>Total Points: 100</b></p> <p><b>The minimum technical score required to pass: 70 Point</b></p>
	<p><b><i>D)Financial Evaluation</i></b></p> <p>Award shall be based on the total lowest evaluated bidder in price. All bidders scoring 70% and above in technical will be evaluated financially where the lowest financial offer will win.</p>
Performance security	<p><b>Shall be 10% of the contract sum.</b></p>
Notification of Award and Signing of Contract	<p>The Notification of Award shall be sent to the successful tenderer immediately upon award accompanied with the draft letter of acceptance and draft contract form.</p> <p>The successful tenderer shall sign and return the letter of acceptance and contract for within 15 days.</p>

## **SECTION III**

### **CONDITIONS OF CONTRACT**

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Contract Documents

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

- (1) Contract Agreement,
- (2) Notification of award



- (3) Letter of Acceptance,
- (4) Conditions of Contract
- (5) Technical Specifications
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]
- (8) Contractor's Tender,
- (9) Applicable Addenda and Clarifications

### 3. Employer's Representative's Decisions

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

### 4. Works, Language and Law of Contract

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

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

### 5. Safety, Temporary works and Discoveries

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

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

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

### 6 Work Program and Sub-contracting

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

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

## 7 The site

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

7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## 8 Instructions

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

## 9 Extension of Completion Date

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

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

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time

necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

## 10 Management Meetings

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

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

## 11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## 12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

## 13 Variations

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

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

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

#### 14 Payment Certificates and Final Account

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

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

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects

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

- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

## 15. Insurance

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

## 16. Liquidated Damages

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

## 17. Completion and Taking Over

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

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

## 18. Termination

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

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

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

## 19. Payment Upon Termination

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

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

19.3 Until after completion of the Works under this clause, the Employer

shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

## 20. Corrupt Gifts and Payments of Commission

### 20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or dis-favour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## 21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

## 22 Taxes

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



accordingly.

### **22.1.2 Local Taxation**

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

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

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

### **Tax Deduction**

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

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

### **Tax Indemnity**

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

22.1.8 The Contractor warrants to pay the Employer (within fourteen (14) days

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

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

## **APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name: **KENYA ELECTRICITY GENERATING COMPANY**

Address: **P.O. BOX 47936 00100 GPO, NAIROBI, KENYA**

Name of Employer's Representative: **\_ GEOTHERMAL DEVELOPMENT DIRECTOR**

Title; \_\_\_\_\_

Telephone: \_\_\_\_\_

The name (and identification number) of the Contract is \_\_\_\_\_

The Works consist of **DEMOLITION OF THE EXISTING SILENCER AND CONSTRUCTION OF A NEW ONE FOR EBURU POWER PLANT.**

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The commencement Date shall be **\_ "The Contractor shall commence the execution of the Works as soon as is reasonably practicable after signing of the Contract Agreement and the order to commence Works but not later than 28 days after receipt of such order and Contract Agreement whichever is later, The Contractor shall then proceed with the Works with due expedition and without delay."**

The contract duration shall be **3 Months**

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The Site is located at **EBURRU IN GILGIL SUB CUONTY OF NAKURU COUNTY**

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The Defects Liability Period is **180 DAYS** \_\_\_\_\_ days.

Amount of Performance Security is 10% of the contract sum

Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Electricity Generating Company Limited the performance security in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to Kenya Electricity Generating Company Limited as compensation for any loss resulting from the Tenderer's failure to complete its obligations

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Tender for Construction, Testing and Commissioning of Wellhead Silencer for Eburru Power Plant

under the Contract.

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

The performance security will be discharged by Kenya Electricity Generating Company Limited and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.2 – Specify the Employers Representative

- **Geothermal Development Director**

10.3 - Specify how often Management meetings will be held

- **Regular progress meetings after every two weeks**

12 Bills of Quantities/schedule of rates

- **Bidders will use site visit information and drawings**

**Provided in the tender to prepare their own bills of quantities and schedule of Rates which should cover the entire scope of the works.**

14.5 – Define the terms of payment and advance payment if applicable

- **There will be no advance payment**
- **The contractor will be advised to apply for payment on monthly basis.**
- **The employer will prepare valuation and certificate of payment according to works done.**

## **SECTION IV**

### **SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES**

#### **I. SPECIFICATIONS**

##### **1.0 PROJECT DESCRIPTION**

The works in this project will involve demolition of an existing concrete muffler and construction of a new one complete with necessary pipework in the same position at the Eburu Geothermal project. Construction of the new silencer will include but not limited to supply of materials, construction, testing and commissioning of the silencer. A schedule of the contract drawings is provided in the **Section IX** of this tender document. The Eburu Geothermal project is located in the Kenyan Rift Valley, about 130 Km from Nairobi and about 30 Km from Naivasha town. The concrete silencer should be able to withstand a high velocity two phase geothermal fluid at a pressure of up to 10 bar. All the potential tenderers will attend the mandatory site visit on the day and time specified in the tender during which they will get an over view of what is expected of them.

##### **2.0 SITE CONDITIONS**

The following site conditions shall be assumed. However, the bidders should confirm these conditions before entering into agreement with the employer: Elevation at the site 2000masl Ambient pressure 0.80 bar absolute, Extreme dry bulb temperature Minimum 10° C Maximum 30° C Wind speeds 36m/s Rainy Season: April-July.

##### **3.0 METHODOLOGY**

The contractors are required to prepare their own methodology for the construction of the silencer complete with related pipework and submit it as part of the tender. The contractor and the Employer will agree on the time and duration of connecting the discharge system to the new constructed system.

##### **4.0 SHUT-DOWN**

The silencer is to be connected to a power plant of capacity 2.3MW. The connection of the new silencer to the system should therefore take as short time as possible so as to minimize under generation of the plant.

##### **5.0 CONTRACTORS SCOPE**

The scope of work includes but not limited to the following activities-:

- 1) Demolish the existing concrete silencer.
- 2) Cart away the debris and dispose them as approved by the employer.
- 3) Study the silencer drawing provided in the tender and quantify materials (ballast, cement

reinforcement bars etc).

- 4) Prepare Bills of Quantities and price them.
- 5) Construction of the new silencer
- 6) Connect the silencer to the well blowing system of the well.
- 7) Testing and commissioning of the silencer.

All works and services associated with the above scope will be carried out by the contractor except what has been outlined below (part 6.0) as Employer's scope.

## **6.0 EMPLOYERS SCOPE**

The following services and/or materials will be provided by the employer

- 1) Design drawings
- 2) Operation of the well to enable connection of the silencer to the wells.
- 3) Access to site, lay down area for the contractor and non-portable raw water for construction.
- 4) Supply and installation of Pipes and fittings for connection of the silencer to the well.
- 5) Insulation and cladding of pipework
- 6) Steamfield personnel during testing and commissioning of the new Silencer.

## **7.0 TECHNICAL SPECIFICATIONS**

### **7.1 Materials and Manufacturing Test Certificates**

Material test certificates and manufacturing test certificates (where applicable) are required to be delivered to the Engineer for all certified items supplied under this contract.

### **7.2 Excavation**

Structure excavation shall consist of performing all operations necessary to excavate earth and rocks regardless of character and subsurface conditions. The contractor may assume that only minor breaking of hard rock will be required during execution of these works. In the event that other than minor breaking out of hard rock is required the engineer shall make an appropriate adjustment to the contract price. The contractor shall remove all water which may accumulate in the excavations so that all work may be done dry. Excavations shall be kept free of water during concrete placement and water control shall continue as necessary to prevent damage to the rock. Care shall be taken during excavation to avoid disturbing the foundation. If suitable foundation has been disturbed by the contractors operations, has been damaged by water or has been removed for contractor's convenience, the foundation shall be restored by the contractor at his own expense to a condition at least equal to undisturbed foundation as determined by the Engineer. Over excavated areas shall be filled with lean

concrete. Material generated by foundation excavation shall be transported to a disposal site as shall be directed by an Engineer.

### **7.3 Backfilling**

Backfilling materials shall be placed in uniform layers and shall be brought up uniformly on all sides of the structure. The thickness of each layer shall not exceed 150mm before compaction and each layer shall be compacted until the density reaches 95% of the maximum dry density as measured in accordance with BS 1377, Test 12 and shall be compacted at optimum moisture content. The contractor shall allow in his price for the cost of adjusting the moisture content of the backfill material as required. Backfill shall not be placed until the footings or other portions of the structure have been inspected by the Engineer and approved for backfilling. Compaction equipment or methods which may cause excessive displacement or may damage structures shall not be used. Backfill shall not be placed against cast-in-place concrete structures until the concrete has developed sufficient strength to support the backfill loads imposed. Damage to cast-in-place structures as a result of backfilling shall be repaired by, and at expense of the contractor to the satisfaction of the Engineer. Backfill materials shall be free of wood, vegetable matter and other deleterious materials. It shall have a sand equivalent of not less than 20 and shall conform to the following grading. Sieve Size Percentage passing 75mm 100 NO. 4 35-100 No. 30 20-100

### **7.4 Concrete Work**

Unless otherwise specified or otherwise shown on the drawings, all reinforced concrete work shall be carried out in accordance with BS 8110 “The structural use of concrete”. The source and properties of all materials necessary in producing the finished concrete work shall be submitted with the tender.

#### **7.1 Base Preparation**

Immediately after the sub-grade materials underneath each concrete footing and/or structure have been approved by the Engineer a 50mm layer of low grade concrete (minimum 10MPa) shall be placed directly on the ground. ‘Excavation level’ is the level at the bottom of this screed. Any concrete screed that has been placed on the sub-grade materials before being approved by the Engineer shall be rejected and removed.

### **7.6 Formwork**

Forms shall be constructed to the lines and grades shown, and shall be of sufficient strength and braced to preclude deflection during placing of concrete. Deflection of individual form components under expected loads shall be not more than 1/500 of the span length. Forms shall be free of loose material and ponded water prior to placing concrete. Facing of formwork shall be constructed of steel, 10mm marine-ply or 10mm ply fully painted to seal all surfaces and edges. The resulting concrete shall not deviate from true lines and grades by more than 6mm in a 3M length of straight or curved surfaces. Form and foundation surfaces shall be wetted just prior to placing concrete. Materials used for concrete forms shall be such as to produce exposed concrete surfaces of smooth, uniform appearance. All exposed corners shall be formed with 25mm minimum chamfers. Formwork shall be inspected by the Engineer prior to placing concrete.

## **7.7 Reinforcement**

### **7.7.1 Materials**

All reinforcing bars shall comply with BS 4449 or BS 4461 unless otherwise shown on the drawings all deformed bars shall be high yield and all plain bars shall be plain mild steel rods. All welded steel wire fabric shall comply with BS 4483. Test certificates in duplicate shall be supplied to the Engineer when each batch of reinforcement shall show compliance with the BSI standards in all respects and be issued by an independent testing laboratory acceptable to the Engineer.

### **7.7.2 Reinforcement fabrication**

All reinforcement shall be cut and bent to the required lengths and shapes shown on the drawings. Any bending shall comply with the requirements of BS 4466 and BS 8110. After fabrication bundles of bars shall be clearly identified with the bar marks shown on fully detailed bending schedules which the contractor shall have prepared and provided to the bar benders in advance. Reinforcements used shall be fusion bonded epoxy coated with 2 coats of Armatec 108 or Armatec 110 Epocem or approved equivalent applied in accordance with the manufacturer's instructions to a minimum dry film thickness of 0.2mm. Any field damaged epoxy coating shall be repaired using an approved epoxy coating. The reinforcement should have sand blasted rust or acid cleaned free surface before applying epoxy coating.

### **7.7.3 Storage**

Reinforcing steel shall be carefully handled and stacked on supports clear of the ground. It shall be protected from contamination by dirt, mud, oil, paint etc and shall be free from loose flaky or soft rust.

### **7.7.4 Placing and Protection of Reinforcement**

All reinforcement shall be placed in accordance with drawings and to the requirements of BS 8110. In addition to BS 8110 the accurate positioning of reinforcing bars shall be achieved by means of:

- a) Plastic supports, manufactured for the correct bar diameter and cover, under bottom slab steel and in walls for internal concrete not in contact with the ground, water or other liquids.
- b) Concrete spacer blocks of an appropriate size to suit the required cover under all beam steel. They shall be manufactured from concrete with a minimum 28 day cube compressive strength of 30MPa and of a shape that ensures it will be stable during concreting operations.
- c) Steel saddles and spacers between top and bottom steel in the slabs and between double layers of steel in walls. They shall be fabricated from 6mm minimum diameter plain round reinforcement and shaped to ensure they will remain stable during concreting operations.
- d) Steel saddles manufactured for correct covers, to support top steel in slabs. They shall be fabricated to the requirements of (c) above.

The spacing of the above bar support devices shall depend on bar sizes and bar spacing but shall be sufficient in every case to ensure the reinforcement rigidity and shall not be more than 1800mm in each of two main directions at right angles. The Engineer will not tolerate any relaxation of the above



specified systems unless he has given his written approval.

Under no circumstances shall reinforcement be displaced by workmen during concreting operations. To avoid this happening, the contractor shall supply planks and supports to provide working platforms which are supported independently of the reinforcement.

## **7.8 Construction Joints**

In addition to the details in BS 8110 the following shall apply, Construction joints in beams, slabs and columns shall be formed at approximately right angles to their length and shall be located where shown on the positions of joints are not defined or the contractor wants to relocate them, their proposed positions shall be submitted to the Engineer for his approval at least 7 days before placing any concrete. In walls, construction joints shall only be made in the horizontal or vertical direction unless otherwise approved.

Concreting shall be carried out continuously in sections between indicated or approved construction joints. If in an emergency it is necessary to stop placing concrete before a section is completed, bulkheads shall be placed at right angles to the long axis of the section and the concrete shall be squared up to this bulkhead and the resulting joint treated as construction joint. Construction joints shall not be stripped and prepared for adjoining pours for at least 24 hours after the completion of the pours in which they occur.

Before fresh concrete is deposited against any that has already hardened, the hardened surface shall be thoroughly prepared by chipping back over the whole surface to a uniform finish and shall be washed clean and allowed to dry. Immediately before fresh concrete is placed the joint shall be coated with a layer of freshly mixed cement and water grout of thick consistency and the fresh concrete placed on this grout before it has dried. Alternatively an approved epoxy tie coat may be used.

## **7.9 Concrete Supply**

### **7.9.1 Cement**

All cement shall be sulphate resisting Portland cement to BS 4027 pt2

### **7.9.2 Aggregates**

Fine aggregates shall consist of clean natural or manufactured sands and coarse aggregates shall consist of clean crushed stone, crushed gravel, all with maximum nominal size of 40mm. The aggregates shall have a low drying shrinkage and absorption, as measured in accordance with BS 812, generally not greater than 3%. The fine and coarse aggregates shall comply with BS882 and they shall each be obtained only from a single approved source. Once the engineer has approved the source shall not be varied unless the Engineer's re approval has been obtained in writing. At least three weeks

before pouring of any concrete, the contractor shall submit to the Engineer comprehensive details about each of his proposed source of aggregates.

The details shall consist of at least:

- i) Location of aggregate sources and route and means of transport to the construction site.
- ii) Certification by an independent laboratory that the aggregates comply with BS 882 and giving details about their geological origins.
- iii) Details of the crushing and screening plant to be used to produce the crushed course aggregates.
- iv) A 5kg representative sample of each of the aggregates proposed to be used. Each sample shall be individually bagged in a clear strong plastic bag and clearly identified. If the Engineer approves the source and supply of the aggregates, then those details and the specification will be used as a basis for quality control of aggregates used in the contract. Should any aggregate supplied to the site fail the quality test it shall be rejected and removed from the site, all at the contractor's cost.

### **7.9.3 Water**

All water used to mix the concrete shall comply with BS5328. Water used for curing the concrete after placements shall be free from substances that will cause permanent staining.

### **7.9.4 Admixtures**

No admixture shall be added to any concrete mix unless specified elsewhere or the prior approval of Engineers has been obtained in writing. Any request for approval of use of admixture shall be accompanied by comprehensive documentation setting out the particular benefits and effects of the product on the concrete mix that is intended to be used.

### **7.9.5 Storage of materials**

#### **a) Cement**

Cement shall be stored in a suitable weather-tight enclosure on a platform raised off the ground. The enclosure should be such that free circulation of air around the bags of cement is kept to a minimum. Any cement that has become damp, caked or lumpy shall not be used. Concrete batching operations shall be organized so that cement that has been longest on site is used first. In no case however it shall be used if an elapsed period of more than 6 months from manufacture has occurred.

#### **b) Aggregate**

Aggregate shall be stored so that they are kept clean and free from contamination and are not subjected to segregation. Where a clean hard surface is not available for the stockpiles the bottom 150mm of the aggregate piles which are in contact with the ground shall not be used. Aggregate stockpiles of the various sizes shall always be kept separate from each other.

### **7.9.6 Mix Design**

Full details of each of the required mixes proposed to be used by the contractor shall be submitted to the Engineer for his assessment at least four weeks before any concrete placement is due to commence. The concrete mixes shall be designated by an independent testing laboratory and their submission shall include the following information:

- a) Source and grading of both the fine and coarse aggregates.
- b) Type and supplier of the cement to be used.
- c) Proportions by weight of both the fine and coarse aggregates.
- d) Weight of cement per cubic metre of concrete
- e) Water-cement ratio by weight
- f) Slump of the mix
- g) Compressive strength of the mix based on 7days and 28days cube compression tests.

Any admixtures specified for inclusion in the concrete mixes or for which the contractor has obtained the engineer's written approval to use, shall be included in these trial mixes. The ratio of the weight of fine aggregate to the total weight of aggregates shall be between 0.35 and 0.50. The contractor shall allow in his rates for the cost of all such testing during the contract period, as any further testing and additional reporting that the Engineer may require.

### **7.9.7 Concrete Grade**

The properties of the concrete grades shall be as listed below:

Minimum cube strength = 25MPa at 28 days

Minimum cement content = 350 Kg/M<sup>3</sup>

Compacting Factor (Small apparatus) = 0.9

Maximum Aggregate = 20mm

Maximum slump at point of placement = 125mm

For the purpose of site control the 28 days compression strength can be based on either a 150mm diameter x 300mm high cylinder, or a 150mm cube. For this contract to convert all cylinder strengths to equivalent cube strengths the cylinder strength shall be multiplied by a factor of 1.22.

### **7.9.8 Batching plant**

The contractor shall submit with his tender full details of the type and capacity of the concrete plant and associated equipment he proposes to use on this contract. He shall also allow for adequate standby equipment to prevent delays in concrete production. The mixer specs should be given to the Engineer

at least two weeks prior to concrete mixing. The mixers should be of sufficient capacity to ensure that during construction no delays occur between batches.

**7.9.9 Batching and mixing Concrete**

a) General

All the concrete manufacturing materials shall be accurately measured to ensure the production of uniform batches of concrete and each of the materials shall be proportioned separately by weight.

The cement shall be weighted or if a measurement volume system is to be used details to be supplied to the Engineer at least two weeks before mixing. Water may be measured either by volume or weight and the device used shall be readily adjustable for different quantities and so arranged that variations in water pressure will not affect the accuracy of measurement.

If batching plant is to be used it shall be so designed that materials flow efficiently and freely from bins or bulkheads into weighing hoppers. Means of control shall be provided so that the flow of material may be shut off with precision. Weighing hoppers shall discharge efficiently so that not more than 0.25 percent of batch weights shall be retained in the hopper in the case of aggregates, nor more than 1 percent in the case of cement. All weighing hoppers shall be equipped with a tare device, and for cement, the residual amounts shall be allowed for subsequent weighing. The equipment shall allow for accurate introduction of concrete additives.

All concrete shall be mixed for a minimum of one and a half minutes from the time the last of the materials have been placed in the mixing drum. The mixing shall continue until the materials are thoroughly and uniformly mixed and the concrete is uniform in colour and texture. The entire batch shall be discharged from the mixer before recharging. Each batch of concrete shall have a similar appearance.

The total interval between the time water is initially added to the concrete mix and the time the concrete is in place shall not exceed one hour. Retempering (remixing) of concrete which has started to set shall not be permitted. Unplaced concrete which has started to set shall be discarded. Personnel in charge of the concrete batching operations shall be experienced and competent in this method of concrete production.

b) Measurement of Materials

Materials shall be weighed within the following tolerance inclusive of scale error and operating error:

- i) Cement 1 percent
- ii) Fine Aggregate 1 percent
- iii) Any one size range of coarse aggregates 2 percent
- iv) Overall combined weight of all aggregates 1 percent

**Note:** In all batches due allowance shall be made for the free moisture in aggregate.

c) Scales

Cement scales shall be in divisions of not more than 2 kg and aggregate scales in divisions of not more than 10 kg both readily discernible. Dial-type scales shall have the smallest divisions spaced at not less than 3mm.

At the time of installation, or of reconditioning, the indicated weight at any point of the scales shall not vary from the corrected weight by more than 0.20 percent of the maximum marking of the scale. At anytime of operation, the indicated weight at any point of the scale shall not vary from the correct weight by more than 0.40 percent of the maximum marking of the scale.

d) Scales maintenance

Test weights shall be available at 24 hours' notice for checking the accuracy of scales.

e) Batch Records

The following written, printed or graphic records shall be kept at the plant for each batch:

- i) Weights of aggregates and cement.
- ii) Length of mixing time. The mixing time shall be recorded or alternatively, a timing device shall be used which will not permit discharge until specified mixing time has elapsed.
- iii) Estimated slump.
- iv) Time of the day at which batch is discharged.
- v) Type and amount of admixture
- iv) Accurate location of where the batch was used in the works.

## **7.10 Concrete Placing, Curing and Protection**

### **7.10.1 General**

The contractor shall place and cure the concrete in accordance with BS 8110 and the following requirements. The preferred methods of transporting and placing concrete shall be by mechanical means and the contractor shall state in his tender his proposed methods of transporting and placing concrete.

### **7.10.2 Engineer's Approval Prior to placing concrete**

The Engineer shall be given at least 48 hours written advance notice of any proposed placing of concrete. This will allow the Engineer to check the reinforcement and framework and for the contractor to carry out remedial work if so instructed by the Engineer. Under no circumstances shall

concrete be placed before the Engineers final written approval has been obtained.

### **7.10.3 Conveying and placement of Concrete**

The placing of concrete in its final position shall be completed within 1 hour after the introduction of the mixing water to the cement and the aggregates at the batching plant. Concreting shall be carried out in such a manner as to avoid unnecessary delays in placing a fresh layer of concrete upon a preceding layer. A fresh layer of concrete may not be placed unless vibration of the lower layer causes the concrete in this lower layer to become plastic. Where delays have been too great for the forgoing to be complied with, the surface of the concrete shall be treated as for a construction joint.

### **7.10.4 Consolidation of concrete**

All concrete shall be consolidated in place using high frequency immersion vibrators of an appropriate size to suit the clear spacing between reinforcing bars. The vibration frequency shall be at least 85cycles per second. The vibrator shall be immersed through the entire depth of the fresh concrete and penetrate into the previous layer of plastic concrete each time it is inserted. During concrete placing operations, the contractor shall use at least two immersion vibrators. No concrete placement shall commence unless the full number of vibrators specified are available in usable condition on site. Concrete shall not be permitted to be dropped into position over a height greater than 2 meters. Tremies, trunking and chutes shall be kept clean and used in such a way as to avoid segregation of the aggregate from the mix.

### **7.10.5 Protection and Curing of Concrete after placing**

All concrete shall be protected from the direct rays of the sun and from drying winds. After concrete has set the exposed surfaces and all boxing other than forms of steel or other impervious material, shall be kept continuously damp for not less than seven days. After concrete placing has been completed every care shall be taken to ensure that fittings and reinforcing bars projecting from the concrete shall remain undisturbed for an approved period which shall not be less than 24 hours. All equipment necessary to be satisfy the above curing requirements shall be assembled on site by the contractor prior to commencing any concrete surface has set.

## **7.11 Concrete Sampling and Testing**

### **7.11.1 General**

In addition to the requirements of BS8110 the following shall apply and over-rule where they are in conflict.

### **7.11.2 Testing Requirements**

All concrete samples shall be taken by the engineer or his site representative or only in their presence.

#### **a) Slump Tests**

These shall be taken during all concrete placing operations and any concrete with a slump exceeding the specified maximum may be rejected. The testing shall be carried out in accordance with BS 1881.

b) Compression strength tests shall be carried out on 150mm diameter x 300 mm high cylinder or on 150mm cubes.

A sample for compression strengths tests shall consist of either 3 cylinders or 3 cubes. One of these shall be tested at 7 days to check the rate of gain of compression strength of the concrete in the structure. Samples shall be taken not less than once on each day that concreting occurs, with at least one sample being taken from each concrete pour between construction joints. If the concrete pour exceeds 40M<sup>3</sup> of concrete or 450 M<sup>2</sup> of surface area placed, then one sample shall be taken from each 40M<sup>3</sup> of concrete or 450M<sup>2</sup> of surface area.

### **7.11.3 Cost of Testing**

The contractor allow for the cost in his tender of all testing necessary for on-site concrete production control. This shall include where necessary or instructed by the Engineer testing of all the components used to manufacture the concrete to ensure they conform to the relevant BS standards. All such testing shall be carried out in an approved independent testing laboratory.

The contractor shall also keep permanently on site and make available to the engineer when instructed.

a) Two slump cones and tamping rods.

b) Six steel compression test cylinders or cube moulds including steel base plates.

c) Full record of the cubes that include;

i) Date and time of cube taking

ii) Recorded number of the cubes so that they can be readily identified with where the concrete was used in the works.

iii) All test results including strength and slump

## **7.12 Surface Finishes and Repairs**

### **7.12.1 General**

A good standard of surface finish shall be achieved by the contractor at all times using the specified standard or formwork and a high standard of formwork construction and placing compaction and finishing of the concrete.

### **7.12.2 Exposed formed Surfaces**

All concrete formed surfaces exposed in the completed structures shall be given a good quality “fair face” finish free from defects such as honey-combing, air pockets exceeding 5mm average diameter, or ridges or surface displacements at joints greater than 2mm. All arises, fins and other projections shall be rubbed down or ground flush, and all air pockets larger than 2mm shall be filled with sand-cement filler.

The general appearance of the finished surfaces shall be neat and uniform. All formwork shall be retightened at the joints just prior to commencing a new vertical lift. Unless approved otherwise by the Engineer all “fair face” formwork shall be constructed using facing panels of 2400x1200 dimensions.

### **7.12.3 Unexposed Formed Surfaces**

All unexposed surfaces below final ground level or otherwise hidden after completion of the works, with the exception of the silencer interior, shall be given a good quality “off the boxing” finish free from defects such as honey-combing and air pockets exceeding 5mm average diameter.

The interior surface of the silencers shall be likely sand blasted to expose surface air pockets and other imperfections and then finished as specified in clause 7.12.3 above.

### **7.12.4 Uniformed Surfaces**

All uniformed exposed surfaces shall be screed and finished with steel floats or power floats, without the use of cement driers, to a smooth and dense finish.

### **7.12.5 Repair of Defects**

Where after removing the formwork the concrete is found to be not in accordance with the drawings and specifications, it shall not be plastered or covered in any way. Within seven days the inferior concrete shall be cut back to a good base then the void filled with a concrete consisting of 1 part cement to 3 parts of fine aggregate with a 10mm maximum size. This infilling concrete shall be well compacted in place and at least of the same strength as the surrounding concrete against which it is being placed. It shall be cured in accordance with clause 7.10 of this specification

Before placing this infilling concrete all the existing concrete surfaces shall be thoroughly washed down and all debris and laitance removed. The existing concrete surfaces shall then be coated with an approved epoxy tie coat and the infilling concrete placed before this tie coat has dried.

In the event that the repair work is greater than 10% of the total area of the particular concrete pour, or that the inferior concrete is in such a position that a repair will not fully restore the strength of the structural element had it been placed monolithically in a proper manner, or the appearance of the repair will be to the general detriment of the appearance of the completed structure, then the whole of the concrete placed during that pour shall be demolished and replaced, at the contractor’s expense. Any damaged reinforcing steel shall also be replaced.



## II. DRAWINGS

<b>OLK/R/ENG/253</b>	<b>1</b>	<b>WELL HEAD EXHAUST SILENCER</b>
<b>OLK/R/ENG/254</b>	<b>1</b>	<b>WELL HEAD EXHAUST SILENCER</b>
<b>OLK/R/ENG/255</b>	<b>1</b>	<b>WELL HEAD EXHAUST SILENCER</b>

### **III.BILL OF QUANTITIES/SCHEDULE OF RATES**

The bidders are expected to extract the bills of quantities from the design drawings provided in the tender. Specifications of materials to be used are given in section VI of the tender, additional specifications is also given on the design drawings.

The Contractor will mainly **supply and install the concrete works** including cement, ballast, reinforcement bars etc.

While generating the bills of quantities, bidders must ensure that they cover all items in their scope of work as outlined in section VI part 5.0 and any other items required to construct the silencer or any service that he will offer to the client in the course of executing the works. **If items provided in the bills of quantities are deemed to be insufficient, then the bid will be disqualified during evaluation.**

Supply and installation of pipes and their fittings will be done by the employer.

Supply, install, test and commission all the items given in the Bills below

(To be filled by the contractor)

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QTY</b>	<b>UNIT COST (Kshs)</b>	<b>TOTAL COST (Kshs)</b>
1					
2					
3					
4					
5					
	Provisional sum				500,000.00
<b>SUB-TOTAL</b>					
<b>ADD 16% VAT</b>					
<b>GRAND TOTAL</b>					

Amount in words.....  
.....

\_\_\_\_\_

Signature with date

Company Name in block letters

Seal/Stamp of the company

**SECTION V**

**STANDARD FORMS**

**FORM OF TENDER**

TO: \_\_\_\_\_ [Name of Employer] \_\_\_\_\_ [Date]

\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorised to sign on behalf of

Name of bidder: \_\_\_\_\_

[Address of Tenderer] \_\_\_\_\_

Witness; Name \_\_\_\_\_

Signature \_\_\_\_\_

## CONTRACT FORM

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_20\_\_\_\_  
between \_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_  
(hereinafter called “the Employer”) of the one part AND  
\_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_  
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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Tender for Construction, Testing and Commissioning of Wellhead Silencer for Eburru Power Plant

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

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

# FORM OF TENDER SECURITY

(On bank letterhead)

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

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

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[signature of the Bank]

\_\_\_\_\_  
[witness]

\_\_\_\_\_  
[seal]

# PERFORMANCE BANK GUARANTEE

(On bank letterhead)

To: \_\_\_\_\_ (Name of Employer) \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the Works");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (amount of Guarantee in figures) Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

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Tender for Construction, Testing and Commissioning of Wellhead Silencer for Eburru Power Plant

# BANK GUARANTEE FOR ADVANCE PAYMENT

(On bank letterhead)

To: \_\_\_\_\_ [name of Employer] \_\_\_\_\_ (Date)  
\_\_\_\_\_ [address of Employer]

Gentlemen,

Ref: \_\_\_\_\_ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, \_\_\_\_\_ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. \_\_\_\_\_ [amount of Guarantee in figures] Kenya Shillings \_\_\_\_\_ [amount of Guarantee in words].

We, \_\_\_\_\_ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs \_\_\_\_\_ [amount of Guarantee in figures] Kenya Shillings \_\_\_\_\_ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

---

Tender for Construction, Testing and Commissioning of Wellhead Silencer for Eburru Power Plant



Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

*Name of Applicant(s).....*

**You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.**

**Part 1 – General**

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

**(Applicable to Local suppliers only)**

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

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

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

**Part 2 (b) – Partnerships (if applicable)**

Give details of partners as follows:

**Full Names Nationality Citizenship Details Shares**

1. ....  
2. ....  
Company Profile ..... (*Attach brochures*)

**Part 2 (c) – Registered Company (if applicable - as per the CRI2 form)**

Private or public .....  
 Company Profile ..... (Attach brochures or annual reports in case of public companies)  
 State the nominal and issued capital of the Company  
 Nominal KShs .....  
 Issued KShs .....  
 List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

**Full Names Nationality Citizenship Details Shares**

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

**Part 2 (d) – Debarment**

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

Full Names .....  
 Signature .....  
 Dated this ..... day 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 this .....day of .....2017.  
Suppliers' / Company's Official Rubber Stamp  
.....



## SITE VISIT CERTIFICATE

This is to certify that (IN BLOCK LETTERS)

**Name:** .....

**Cell Phone No:** .....

**Email:** .....

Being the authorized representative of (IN BLOCK LETTERS)

**M/S [Firm/Company]** .....

**Official Tel No** .....

**Official Email:** .....

Participated in the organized inspection visit of the site of the works for:

**TENDER FOR CONSTRUCTION OF WELLHEAD SILENCER FOR EBURRU POWER PLANT**

Held on ..... Day of ..... 20 .....

**To be filled by KenGen Representative** .....

Signed .....

(KenGen's Representative)

.....  
(Name of KenGen's Representative)

.....  
(Designation)

**NOTE:**

1. This form is to be completed at the time of the organized site visit.
2. Bidder to bring along with him duly filled site visit certificate during the site visit