



# KenGen

**KENYA ELECTRICITY GENERATING COMPANY PLC**

**KGN-GDD-085-2018**

**TENDER FOR SUPPLY OF 20 KVA MOBILE DIESEL ELECTRIC  
GENERATING SETS COMPLETE WITH LIGHT TOWER FOR  
GEOTHERMAL DEVELOPMENT DIVISION**

**(RESERVED TO ENTERPRISES OWNED BY YOUTH)**

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

**Website: [www.kengen.co.ke](http://www.kengen.co.ke)**

DECEMBER, 2018

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**SECTION I:  
INVITATION TO TENDER**

The Company invites sealed tenders from **Registered Enterprises owned by YOUTHS** for the **Supply of 20kVA Mobile Diesel Electric Generating set complete with Light Tower** 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); cc [WNYangweso@kengen.co.ke](mailto:WNYangweso@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).

Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda.**

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 signed tender securing Declaration form in the format specified in the tender documents and must be submitted in a plain sealed envelope and marked **“KGN-GDD-085-2018 - TENDER FOR SUPPLY OF 20 KVA MOBILE DIESEL ELECTRIC GENERATING SETS COMPLETE WITH LIGHT TOWER FOR GEOTHERMAL DEVELOPMENT DIVISION (RESERVED TO ENTERPRISES OWNED BY YOUTH)**, 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**

On or before: **8<sup>TH</sup> JANUARY 2019 at 10.00AM.**

Tenders will be opened on **8<sup>TH</sup> JANUARY 2019 at 10.30AM** in the presence of the candidates' representatives who choose to attend at KenGen Pension Plaza II Ground Floor, Tender Opening Room.

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

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

**Call Toll Free: 0800722626 Free Fax: 00800 007788**

**Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com) Website: [www.tip-offs.com](http://www.tip-offs.com)**

**SUPPLY CHAIN MANAGER**

## EXECUTIVE ORDER NO.2 OF 2018

### Following the Executive Order No.2 of 2018 issued by The Presidency

THAT effective the 1st of July 2018, all Public Procuring Entities shall maintain and continuously update and publicize (through the websites of the Public Procuring Entity, e-Citizen, Public Procurement Regulatory Authority platforms, public notice boards and/or official government publications):

- 1) Full Particulars of the awarded Bidder (Supplier, Contractor or Consultant);
- 2) Specification of goods and services, scope and schedule of works and contract value;
- 3) Technical and financial capacity of the awarded bidder (Supplier, Contractor or Consultant) and summary of reasons for the award;
- 4) Award Date and Contract Period;
- 5) Current market price of the specific goods, works or service, as well as price guidelines as published by the Public Procurement Regulatory Authority with regard to that specific item (where applicable);

**In furtherance to above, the list of the awarded suppliers/contracts/consultants shall include the following information:**

- a) Name of Supplier
- b) Registration Details (ID/Registration/Incorporation Number
- c) PIN Number
- d) List of Directors, Shareholders and Beneficial Owners (in case of a company)
- e) Name of Proprietor (for sole Proprietor and Business name)
- f) Name of Partners (for Partnerships)
- g) Business Contacts Information (telephone and email address)
- h) Postal address
- i) Physical address
- j) Tax Compliance Status
- k) Business Permit/License Number
- l) County of operation

In compliance to the executive order, the above details shall form part of mandatory requirement in the tender documents submitted.

## **SECTION II:**

### **INSTRUCTIONS TO TENDERERS**

#### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements (Section VI).
- 2.1.2 KenGen's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KenGen to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the Tenderer.

## **2.3 Cost of Tendering**

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KenGen, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document collected from KenGen shall not exceed Kshs.1,000/=. Downloaded copies are free of charge.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## **2.4. The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

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

## **2.5 Clarification of Documents**

2.5.1 A prospective Tenderer requiring any clarification of the tender document may notify KenGen in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the

tender documents, which it receives not later than **seven (7) days prior to the deadline for the submission of tenders**, prescribed by the

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

2.5.2 KenGen shall reply to any clarifications sought by the Tenderer **within 3 days** of receiving the request to enable the Tenderer to make timely submission of its tender.

## 2.6 Amendment of Documents

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

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

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

## 2.7 Language of Tender

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

## 2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

- (b) documentary evidence established in accordance with paragraph 2.1 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## 2.9 Tender Forms

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

## 2.10 Tender Prices

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

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

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

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

2.10.5 The prices quoted in the Price Schedule shall be Delivered and Duty Paid (DDP) to Olkaria.

## 2.11 Tender Currencies

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

## 2.12 Tenderers Eligibility and Qualifications

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- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the Tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the Tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;

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

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

## **2.14 Tender Security**

2.14.1 The Tenderer shall furnish, as part of its tender, a tender securing declaration form specified in the Appendix to Invitation to Tenderers.

2.14.2 The tenderer securing declaration form shall be duly signed and stamped

2.14.3 The tender securing form is required to protect KenGen against the risk of Tenderer's conduct

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by KenGen as non-responsive, pursuant to paragraph 2.22

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for **120 days** after the date of tender opening prescribed by the KenGen, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KenGen as non-responsive.

2.15.2 In exceptional circumstances, the KenGen may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 Format and Signing of Tender

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

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

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

## 2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to KenGen at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, **"DO NOT OPEN BEFORE, 8<sup>TH</sup> JANUARY 2019 at 10.00AM**  
"

- 2.17.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, KenGen will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by KenGen at the address specified under paragraph 2.17.2 no later than **8<sup>TH</sup> JANUARY 2019 at 10.00AM**
- 2.18.2 KenGen may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KenGen and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 The Tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by KenGen prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 KenGen may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 KenGen shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any Tenderer.

## **2.20 Opening of Tenders**

2.20.1 KenGen will open all tenders in the presence of Tenderers' representatives who choose to attend, at **8<sup>TH</sup> JANUARY 2019 at 10.30AM** and in the location specified in the Invitation to Tender.

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

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

2.20.3 KenGen will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

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

2.21.2 Any effort by the Tenderer to influence KenGen in KenGen's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

## **2.22 Preliminary Examination**

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

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

security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

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

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

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

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

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

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

## **2.25 Preference**

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

## **2.26 Contacting KenGen**

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

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

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

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

### **(b) Award Criteria**

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

### **(c) KenGen's Right to Vary quantities**

2.27.5 KenGen reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of

requirements without any change in unit price or other terms and conditions

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

2.27.6 KenGen reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for KenGen's action.

**2.28 Notification of Award**

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

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

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

**2.29 Signing of Contract**

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

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

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

**2.30 Performance Security**

2.30.1 Within **fifteen (15) days** of the receipt of notification of award from KenGen, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance



Security Form provided in the tender documents, or in another form acceptable to KenGen.

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

### **2.31 Corrupt or Fraudulent Practices**

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

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

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

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

## Appendix to Instructions to Tenderers

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

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS   |
|-------------------------------------|--|
| 2.1.1                               | <i>The tender is eligible to Registered enterprises owned by Youth.</i>  |
| 2.14.2                              | <i>Duly filled tender securing declaration form.</i>   |
| 2.18.1                              | <p><i>Tender Closing Date: <b>8<sup>TH</sup> JANUARY 2019 at 10.00AM</b></i></p> <p><b>Tender Opening Date: 8<sup>TH</sup> JANUARY 2019 at 10.30AM</b></p>   |
| 2.22.2                              | <p><b>No Correction of Errors.</b> The tender sum as submitted and read out during the Tender Opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way or by any person or entity</p>  |
| 2.24.4                              | <p>The following shall be the evaluation Criteria</p> <p><b>A) Mandatory Evaluation Criteria</b><br/> <i>The evaluation shall be based on <b>Pass</b> or <b>Fail</b> on the following requirements:-</i></p> <ul style="list-style-type: none"> <li>➤ Copy of certificate of Incorporation/Registration.</li> <li>➤ Duly filled, signed and stamped tender form.</li> <li>➤ Duly filled, signed and stamped price schedule.</li> <li>➤ Duly filled, signed and stamped Tender Securing Declaration Form.</li> <li>➤ Duly filled, signed and stamped Mandatory business questionnaire.</li> <li>➤ Duly filled, signed, and stamped declaration of undertaking.</li> <li>➤ Duly filled, signed, and stamped technical questionnaire.</li> <li>➤ Valid and current AGPO certificate for target groups.</li> <li>➤ Valid Tax Compliance Certificate or Valid Exemption Certificate.</li> <li>➤ Valid Local Authority Business Permit</li> <li>➤ Copy of CR12 Form to confirm directors and shareholding.</li> <li>➤ Priced list of accessories and the manufacturer's recommended spares for 2 years operation.</li> <li>➤ Delivery period offered shall be within <b>4 months</b> after contract signing.</li> <li>• Provide agent for after sales support. The tenderer <ul style="list-style-type: none"> <li>• Should submit the name and address of the local agent in Kenya. The agent must be well established</li> </ul> </li> </ul> |

|        |  |
|--------|--|
|        | <p>and capable of supplying full after sales services, maintaining acceptable stock<br/>Of spares and back up technical services.</p> <ul style="list-style-type: none"> <li>➤ Technical datasheets and brochures duly attached (The tenderer is expected to deliver as per their datasheets, any variations or deviations on delivery will not be accepted and will lead to encashment of the performance security)</li> </ul> <p><b>B) Technical Evaluation Requirements:</b></p> <ul style="list-style-type: none"> <li>➤ Compliance to the technical specifications of the tender with documentary evidence (provide supporting datasheets and brochures) for the engine and alternator. (The specified performance parameters will be tested for 3 months after delivery to verify their accuracy.</li> <li>➤ Warranty as specified in the technical specifications.</li> <li>➤ The agent specified by the tenderer <b>MUST</b> be a local dealer of the brand being offered. Foreign tenderers must show proof of Existence of Local Dealership and Parts &amp; Service Centre for the brand being offered. Due diligence will be performed and failure to satisfy this condition will render the tenderer unresponsive</li> </ul> <p><b>C) Financial Evaluation</b></p> <ul style="list-style-type: none"> <li>➤ Award shall be based on the total lowest evaluated price.</li> </ul> |
| 2.27.7 | KenGen may at its own discretion conduct due diligence on the eligible tenderers to establish their ability to perform the contract.   |

## **SECTION III:**

### **GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

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

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

#### **3.2 Application**

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

#### **3.3 Country of Origin**

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

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

#### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

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

### **3.8 Inspection and Tests**

- 3.8.1 KenGen or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KenGen shall notify the Tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the Tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KenGen.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, KenGen may reject the equipment, and the Tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to KenGen.
- 3.8.4 KenGen's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by KenGen or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the Tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

- 3.9.1 The Tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the Tenderer in accordance with the terms specified by KenGen in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

3.15.1 The Tenderer shall notify KenGen in writing of all subcontracts awarded under this Contract if not already specified in the tender.

Such notification, in the original tender or later, shall not relieve the Tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a



contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

### **3.21 Taxes**

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

#### **3.21.2 Local Taxation**

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

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

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

absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

### **Tax Deduction**

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

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

### **Tax Indemnity**

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

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

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

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT   |
|------------------|--|
| 3.7              | The Performance Security shall be in the amount of <b>1% of the Contract Price.</b>  |
| 3.8              | The Goods shall be inspected as to quality and quantity by a Pre-Shipment Inspection Agency appointed by the Government of Kenya. KenGen shall notify the Tenderer in writing, in a timely manner, of the identity of the Pre-Shipment Inspection Agency retained for these purposes. The Tenderer is warned against shipping non-inspected Goods, as the cost of Post-Inspection and all other incidental costs shall be to the Tenderer's account. |
| 3.7.4            | The supplier shall be required to expressly confirm that the goods supplied shall be under 12/24 months warranty.  |
| 3.10             | The goods shall be delivered within <b>4 Months</b> after the date of contract award.  |
| 3.11.2           | A warranty certificate must be provided with the Goods. The warranty period must be at least <b>12 months</b> from date of acceptance of the Goods. The period for correction of defects in the warranty period is 14 days.  |
| 3.12.3           | <ul style="list-style-type: none"><li>• Payments shall be made within 30 days after receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the Contract.</li><li>• No advance payment will be made under this contract.</li></ul>   |

|        |   |
|--------|---|
| 3.13   | Prices shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.      |
| 3.18.3 | Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body. |

## SECTION V

### TECHNICAL SPECIFICATIONS

#### Notes

1. The goods to be supplied must be new and unused.
2. Delivery will be made to Olkaria, Naivasha, within 4 months from the date of award of contract.
3. Relevant descriptive literature of the Goods showing conformity to the technical specifications **must** be provided with the bid. **Irrelevant literature downloaded from the Internet shall not be accepted.**
4. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
5. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
6. The tenderers are requested to present information along with their offers as follows: -
  - i) Shortest possible delivery period of each product.
  - ii) Information on proper representative and/or local workshop for back-up service/repair and maintenance/engine rebuild etc, including their **names and addresses.**
  - iii) **INFORMATION AND CURRENT PRICE LIST OF SELECTED CONSUMABLE SPARE PARTS LIKELY TO BE USED DURING THE INITIAL 2 YEARS PERIOD OF OPERATION. THIS SHOULD BE ANNEXED SEPARATELY TO THE OFFER.**
  - iv) **AVERAGE FUEL CONSUMPTION RATE ON FULL LOAD IN LITRES PER HOUR.**

## **1.0 The Engine and the Alternator MUST be from the same dealer.**

All equipment and materials supplied should suit the following conditions

### **1.1 Climatic Conditions**

All equipment and material of the plant shall be suitable to stand tropicalized conditions.

Ambient Temp - 32 deg C

Ave. relative humidity - 80%

Operation Altitude – At least 600m above sea level.

### **1.2 System parameters**

Nominal Voltage - 400/230 VAC, 3 Phase & Neutral

System frequency - 50 Hz

Method of earthing - Neutral solidly earthed

Rated Prime Power (PRP) – 20 kVA (16 kW)

Rated Standby Power (ESP) – 20 kVA (17.2 kW)

Rated Current (PRP) – 28.9 A

Rated Power Factor (Lagging) – 0.8

### **1.3 Applicable Standards**

Latest publication of the following standards is applicable.

- ISO3046 -RIC engines –performance (=BS 5514)
- ISO8528, BS4999, BS5000PT99, AS1359
- ISO 9001 -Quality Assurance Regulations
- IEC 60034 -Rotating Electrical Machines (=BSEN60034)
- IEC 60255 -Electrical relays (BS5992)
- **IEC 60439 -Low voltage switch gear & control gear**
- BS 5000-3 -Generator to be driven by RIC engine
- BS5625(STD 12.5) –Rotator balance

### **1.4 Fuel Tank**

A daily service floor mounted type (with a base of approx.12” height) fuel tank with a minimum capacity for 24 hour operation without refilling, complete with necessary fuel pipes (minimum 5 meters) with connectors to engine and also for overflow line should be supplied. It should be made out of at least 1/8” thick sheet metal and should be provided with drain, vent and manhole with a suitable size to enable to clean the tank. A suitable fuel gauge should also be provided to indicate quantity of fuel available. A fuel filter (duplex) with water separator should also provide for the fuel feed pipe to the engine.

## **1.5 Canopy**

The canopy should be fully weather proof and made out of at least SWG 16 metal sheets with lockable type doors with sufficient internal accessibility to carry out routine maintenance. The entire canopy should be treated with corrosion preventive coating, be of extremely rugged construction with internally mounted exhaust silencers. The inner surface of the canopy should be lined with suitable acoustic material to reduce the noise level to stage 2 compliant to European Community directive 2000/14/EC or equivalent at full load operating conditions at any direction. The front and sides of the canopy should be able to be removed when necessary. It should have lifting points provision for Cranes at the top. The frame should be spillage free.

## **1.6 Trailer and Lighting Mast**

The diesel engine driven generator and lighting mast/tower should be both mounted on the same trailer. The trailer should be MIG welded, uni-body-style, with four stabilizing legs and wheels. The stabilizing legs should be extendable and retractable, and feature latch pins to hold their position once a desired extension has been achieved. The lighting mast/tower should be telescopic / extendable, or offer a similar function capable of compacting the lighting mast to facilitate ease of transportation. The lighting mast should be able to extend to a maximum height of no less than 9 metres. The lighting mast should feature no less than six (6) halogen projectors or equivalent LED projectors. Each halogen projector should be no less than 1000 Watts. The projectors combined should be able to achieve a luminosity of 198,000 lumens. When fully deployed with the stabilizing legs fully extended, the entire system should be able withstand winds of up to 80 km/h. The lighting mast should be able to rotate up to 355° , and have a feature to lock the mast at a desired direction. The mechanism for raising the mast should be easy to operate, preferably manual. The light tower shall be easy to operate, extremely light and maneuverable making it simple to position at any desired location for optimal lighting. The trailer frame, and light tower should be warm weather galvanized and suitable for operation both on road and off

road. The trailer's tyres should have a rim radius not less than 14 inches and a section width not less than 185mm.

## **1.7 General**

### **1.7.1 Spare Parts**

Spare parts should be made available for supply on order for a period of at least 5 Years. A letter of guarantee on availability of all spare parts at least for five years for the model provided shall be provided by the supplier. Current price list of major spare parts and frequently used spare parts **must** be provided.

### **1.7.2 Warranty**

- (f) Twelve months comprehensive warranty from the date of delivery, installation & Commissioning

### **1.7.3 Mandatory submission of Technical Documents with the offer,**

- (a) Manufacture's original technical literature for the **Alternator** and **Engine** separately.
- (b) Spare Parts catalogue for the **Alternator** and **Engine** separately.
- (c) Operation and Maintenance manuals for the **Alternator** and **Engine** separately.
- (d) Manufacturer's **factory load test certificate** for the generator
- (e) At least ISO 9001 certification for the generator from the manufacturer.
- (f) List of past experience (i.e.; details of customer list for the quoted model in Kenya).
- (g) Technical literature for all the maintenance tools

**1.7.4** Acceptance test for the generator shall be done by KenGen's technical experts.



## 5.1 PARTICULARS

### 1) 20KVA DIESEL GENERATOR

#### TECHNICAL SPECIFICATIONS

A brand new tropicalized continuous variable operation type 20kVA, 230/400 VAC prime powered silent (Max. 71 dB at 7m) **towable** diesel engine driven generator mounted on an on-road trailer, unibody-style with four point leveling system (stabilization legs) and wheels. The generator should be complete with an extendable light tower complete with six (6 No.) weather proof (IP65) halogen projectors of each 1000W or equivalent LED lamps (should meet the luminosity requirements). The light mast shall be able to extend vertically for a minimum height of 9 metres and can be rotated 360° or thereabout. The light tower shall be easy to operate, extremely light and maneuverable making it simple to position at any desired location for optimal work area lighting. The light mast shall be able to be folded easily and laid well on top of the generator during transportation with firm and cushioned resting points. The mechanism for raising the mast should be easy to operate. The generator shall have wide **service doors** and **electrical cubicle for control and protection** complete with **single and three phase power supply** take-off sockets rated between **5A to 32 A**. The trailer's tyres should have a rim radius not less than 14 inches and a section width not less than 185 mm.

**TECHNICAL QUESTIONNAIRE FOR 20 KVA DIESEL GENERATOR COMPLETE WITH ON-ROAD CARRIAGE, LIGHT TOWER AND MAINTENANCE TOOLS, TO BE FILLED BY TENDERER**

**Engine**

01. Make/Brand:.....

02. Model: .....

03. Starting system:.....

04. Rated speed: .....

05. Type of cooling system: .....

06. Prime power rating:.....KW at.....C° temp & .....m altitude.

07. Continuous Rated Output (KW): .....

08. Average fuel consumption (on full load) .....(Litres per Hour).

09. Type of lube oil used:.....

10. Country of Manufacturer:.....

**(Manufacture's literature to support above parameters shall be submitted)**

11. Availability of Protection for the following, fill (Yes/No)

(a) Low oil pressure. ....

(b) High water temperature. ....

(c) Over speed .....

**Alternator**

01. Make/Brand: .....

02. Model: .....

03. Excitation System: .....
04. Output in KVA: Prime .....
05. Class of insulation: .....
06. A.V.R Model: .....
07. Country of manufacturer: .....
08. Type of protections: Availability, fill **(Yes/No)**
- (a) Over/under current .....
- (b) Over/under voltage .....

### **Lights Tower**

1. Maximum vertical height of mast: .....(in metres, when fully extended)
2. Type of lamps: .....
3. Wattage of lamps: .....
4. Number of lamps: .....

### **Trailer**

1. Tyre Sizes: .....
2. Type of tow hitch: .....
3. Number of stabilizing legs:.....
4. Type of stabilizing system: .....
- (Manufacture's literature to prove above figures shall be submitted)**

### **Fuel Tank**

1. Capacity: .....
2. Type of mounting: .....

3. Type of manual feed pump: .....

**Complete Generator Set**

1. Name of Manufacturer .....

2. Country of manufacture: .....

3. Noise level (dB) at 7 m distance: .....

4. Output in kVA: Prime.....Standby.....

5. Fuel consumption in liters per hour at:

(a) 25% load .....

(b) 50% Load .....

(c) 75% load.....

(d) 100% load.....

(e) 110% load.....

6. Generator Battery Capacity: .....

**(Manufacture’s literature to support above parameters shall be submitted)**

**General**

1. Type of guarantee and warranty for whole plant available:

.....

2. Please indicate deviations from commercial conditions, if any:

(a) .....

(b) .....

(c) .....

(d) .....

3. Please indicate deviations from the technical specifications, if any:

- (a) .....
- (b) .....
- (c) .....
- (d) .....

4. List of maintenance spares provided **free of charge**, if any:

- (a) .....
- (b) .....
- (c) .....
- (d) .....

5. List of maintenance tools **unable to supply** (if any, state reason):

- (a) .....
- (b) .....
- (c) .....
- (d) .....

6. Availability of documents with the offer: **indicate (Yes/No)**

- (a) Originals of manufacturer's technical literature for;
  - (1) Engine .....
  - (2) Alternator.....
- (b) Sketch of the arrangement indicating all major equipment of generator  
.....
- (c) List of tools.....

7. Please state whether you agree to submit the following documents with the generator at the time of **delivery**:

**Availability, Indicate (Yes/No)**

(a) Circuit diagrams of the generator, control panel & Load Distribution Panel: .....

(b) Engine wiring diagram .....

(c) Operation & Maintenance manuals of

(1) Engine .....

(2) Alternator .....

(d) Spare parts catalogue of;

(1) Engine .....

(2) Alternator .....

(f) Manufacture's factory load test Certificate for generator.....

Summary of technical particulars for 20KVA Diesel Driven Generator set complete with light tower filled by:

Signature and Stamp of Tenderer.....

## SECTION VI:

### SCHEDULE OF REQUIREMENTS

| <b>No.</b> | <b>Description</b>  | <b>Qty</b> | <b>Delivery schedule in months</b> ( <i>shall be within 4 months</i> )- <b>Indicate</b> |
|------------|---|------------|---|
| 1.         | 20kVA Diesel Generator Set Complete with Light Tower as per the technical specification | 2          |   |

**SECTION VII**  
**PRICE SCHEDULE FOR GOODS**

| No.  | Description   | Unit | Qty | Unit Price | Total Cost |
|--|---|------|-----|------------|------------|
| 1.   | 20kVA Diesel Generator Set Complete with Light Tower as per the technical specification | Set  | 2   |            |            |
| 2.   | Fuel Filters  | Pc   | 10  |            |            |
| 3.   | Oil Filters   | Pc   | 10  |            |            |
| 4.   | Air Cleaner/Filter  | Pc   | 10  |            |            |
| 5.   | Fuel Water Separator  | Pc   | 10  |            |            |
| 6.   | Coolant Temperature Sensor  | Pc   | 5   |            |            |
| 7.   | Operation, maintenance, parts and operation manual                                      | Set  | 2   |            |            |
| <b>Sub-Total</b>   |   |      |     |            |            |
| Discount (%)   |   |      |     |            |            |
| Other Charges e.g Transport, Handling, etc                       |   |      |     |            |            |
| Add 16% VAT  |   |      |     |            |            |
| <b>Total Cost DDP (Delivered Duty Paid) to Olkaria Rig Store</b> |   |      |     |            |            |
| Country Of Origin:   |   |      |     |            |            |
| Delivery Period:   |   |      |     |            |            |

Name of Tenderer: .....

Signature & Stamp: .....

Date: .....



**SECTION VIII:  
STANDARD FORMS**

**8.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of KenGen]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**Note:** In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2015.**“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

## 8.2 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of  
Applicant(s).....

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

### **Part 1 – General**

Business Name:.....Certificate of  
Incorporation / Registration No. ....Location of  
business premises:

Country .....Physical address .....

Town .....Building.....

Floor.....Plot No. ....

Street / Road .....Postal Address .....

Postal / Country Code.....Telephone No's.....

Fax No's. ....E-mail address

Website

.....  
Contact Person (*Full Names*) ..... Direct / Mobile No's.....

Title ..... Power of Attorney (**Yes / No**)

If **yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

### **(Applicable to Local suppliers only)**

Local Authority Trading License No. .... Expiry Date .....

**KRA PIN No.**.....

Value of the largest single assignment you have undertaken to date (*US D/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 .....

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

Private or public .....

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

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

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

**Full Names Nationality Citizenship Details Shares**

- 1.....
- 2.....

**Part 2 (d) – Debarment**

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

Full Names

.....

Signature

.....

Dated this.....day of

.....2018.

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 .....2018.

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 .....2018.  
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 .....2018

Suppliers' / Company's Official Rubber Stamp

**Part 2 (h) – Interest in the Firm:**

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

Institution.....

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

**Part 2(i) – Experience: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT'S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. ITS ALSO NOT APPLICABLE FOR AGPO FIRMS TENDERS.**

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

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

**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

.....2018.

Suppliers' / Company's Official Rubber Stamp

.....

### 8.3 TENDER SECURING BID DECLARATION FORM

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

Date: ..... [Insert Date of Bid Submission]

Tender No. .... [Of bidding process]

To: **Kenya Electricity Generating Company Ltd**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years ..... ] starting on [..... insert date], if we are in breach of our obligation(s) under the bid conditions, because we –

a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

b) Having been notified of the acceptance of our Bid by the Purchaser during the period

of bid validity,

(i) Fail or refuse to execute the Contract, if required, or

(ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) Our receipt of a copy of your notification of the name of the successful Bidder; Or

ii) Twenty-eight days after the expiration of our Tender

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the **Joint Venture** that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent

Signed

[insert signature of person whose name and capacity are shown]

.....

Capacity

[insert legal capacity of person signing the document]

.....

## 5. Bid Securing Declaration

Name:

.....

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

Duly authorized to sign the bid for and on behalf of:

.....

[insert complete name of Bidder]

Dated on ..... day of .....

[Insert date of signing]

Signature & Stamp Of Tenderer: .....

## 8.4 CONTRACT FORM

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

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

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) KenGen's Notification of Award and Tenderer's Acceptance
  - (g) Applicable addenda and clarifications
3. In consideration of the payments to be made by KenGen to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with KenGen to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. KenGen hereby covenants to pay the Tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for KenGen

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the Tenderer in the presence of \_\_\_\_\_  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*



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

To .....  
*[name of KenGen]*

**WHEREAS** ..... *[name of Tenderer]*  
(hereinafter called “the Tenderer”) has undertaken , in pursuance of Contract  
No. \_\_\_\_\_ *[reference number of the contract]* for dated \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply  
..... *[description of goods]*  
(hereinafter called “the Contract”).

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

**AND WHEREAS** we have agreed to give the Tenderer a guarantee:

**NOW THEREFORE WE** hereby affirm that we are Guarantors and  
responsible to you, on behalf of the Tenderer, up to a total of  
..... *[amount of the guarantee in words and figure]* and we  
undertake to pay you, upon your first written demand declaring the Tenderer  
to be in default under the Contract and without cavil or argument, any sum or  
sums within the limits of ..... *[amount of guarantee]* as  
aforesaid, without you needing to prove or to show grounds or reasons for  
your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

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

## 8.6 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity] .....

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

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

---

[signature for and on behalf of manufacturer]

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