KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-GT-06 -2017

TENDER FOR SUPPLY OF GENERATOR AND TRANSFORMER NUMERICAL PROTECTION RELAY FOR NGONG POWER STATION

Kenya Electricity Generating Company Limited
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI.
Website: 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 **Supply of generator and transformer numerical protection relay for central thermal 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;fmakabwa@kengen.co.ke

Where the tender document may be collected upon payment of a non-refundable fee of **KShs.1, 000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke and www.suppliers.treasury.go.ke. Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded copies are free of charge.

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

Unless otherwise stated, tenders MUST be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked "**Supply of generator and transformer numerical protection relay for central thermal**" and addressed to:

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

Tenders must be dropped in the tender box located on the ground floor of Stimap Plaza iii on or before **13th July 2017 at 2.00pm**

Tenders will be opened on **13th July 2017 at 2.30pm** in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor. The company reserves the right to vary the quantities.

SUPPLY CHAIN DIRECTOR

SECTION II

INSTRUCTIONS TO TENDERERS

Table of Clauses

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements (Section VI).

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 **Eligible Goods**

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 **Cost of Tendering**

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

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

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

2.4. **The Tender Document**

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

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules

(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Manufacturer's Authorization Form
(xii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than **seven (7) days prior to the deadline for the submission of tenders,** prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

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

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

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

2.10 **Tender Prices**

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

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

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

2.10.4 The validity period of the tender shall be **90 days** **after** the date of opening of the tender.

2.11 **Tender Currencies**

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

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if its tender is accepted.

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

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

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity *(if applicable)*; and

(c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of *specified in the appendix to Instruction*

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.

The Tender Security may also be in the form of an on-demand guarantee issued by a reputable insurance company approved by the Authority and in the form provided in the tender documents or another form acceptable to the Procuring entity.

The tender security must be valid for at least thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

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

(i) to sign the contract in accordance with paragraph 2.27
Or
(ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **90 days after** the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.16 **Format and Signing of Tender**

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **13th July 2017 at 2.00pm**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **13th July 2017 at 2.00pm**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(2.30pm, 13th July 2017 and** in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) **Post-qualification**

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

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

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

(b) **Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the

lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

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

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
Eligibility	*Only registered suppliers in Kenya who meet the tender requirements*
Clarification Request	*Bidders with any clarification request must sent them to tenders@kengen.co.ke and copy to kluvango@kengen.co.ke and fmakabwa@kengen.co.ke . this must be received not later than 7 days prior to tender closure.* *All additional information will be uploaded on KenGen website*
Tender Security	*Tender security of value **Ksh 100,000** shall be furnished in the form of Cheque, bank guarantee or through approved Insurance companies.* *The security must be valid for at least 30days beyond tender validity.*
Tender Validity	*Tender validity is 90days*
Tender Closing Date	*Tenders will close on 13th July 2017 at 2.00PM and will be opened immediately thereafter in the presence of bidders representatives who choose to attend/.*
Evaluation requirements	*The following shall be the evaluation Criteria* *A) **Mandatory Requirements – A MUST*** ➢ *Duly completed tender form* ➢ *Submit a Valid Tax Compliance Certificate* ➢ *Valid Tender Security.* ➢ *Submission of the required number of copies **(One original and One Copy)*** ➢ *Duly serialized, paginated and referenced table of contents for all the attachment.* ➢ *Duly filled mandatory confidential Business questionnaire.* ➢ *Must state litigation History* *B) **Technical requirements – must provide the following*** ➢ *Manufacturer's authorization* ➢ *Previous experience – attach at least 3 LPOs/contracts for similar items* ➢ *Equipment test report* ➢ *Documentary evidence that the technical requirements of the tender are complied with.*

	➢ *Brochure /descriptive literature of the items* ➢ ***C)Financial Evaluation*** *-Completeness of the price schedule will be examined* *- The lowest evaluated bidder will be recommended for award.*
Due diligence	*KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.*
Corruption & fraudulent activities	'*KenGen Adheres to high standards of integrity in its business operations.* *Report any unethical behavior immediately.* *KenGen Call Tip-offs Anonymous system Toll Free: 0800722626* *Free Fax: 00800 007788* *Email: kengen@tip-offs.com*' Visit our web: www.tip-offs.com

SECTION III:

GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1 **Definitions**

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

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 **Application**

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

3.3 **Country of Origin**

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

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

3.4 **Standards**

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

3.5 **Use of Contract Documents and Information**

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

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

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

3.7 **Performance Security**

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

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

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

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

3.8 **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected

equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

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

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

3.9 **Packing**

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

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

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Taxes

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

3.21.2 **Local Taxation**

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

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

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

Tax Deduction

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

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

Tax Indemnity

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

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

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	**SPECIAL CONDITIONS OF CONTRACT**
Performance Security	*10% of the contractual amount will be furnished as a performance security in form of bank guarantee or approved financial institution.*
Warranty	*The supplier shall be required to expressly confirm that the goods supplied shall be under 12/24 months warranty.*
Insurance	*Proof of Insurance shall be provided to KenGen on demand*
Terms of Payment	*Payment will be made upon certified invoice and delivery note and within 30days after receipt.*
Inspection and Test	*All the deliveries will be inspected to check conformity to contractual obligations*
Conflict Resolution.	*Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.*
Delivery Period	*Delivery must be made within 8 weeks after contract signing.*

SECTION V

TECHNICAL SPECIFICATIONS
TECHNICAL SPECIFICATIONS FOR GENERATOR AND TRANSFORMER PROTECTION RELAYS

5.1 INTRODUCTION

The numerical Generator and Transformer relays shall be spare relays for Ngong and Muhoroni Gas Turbine Plants. However, the relays shall be suitable for use anywhere within KenGen installations. The relays shall be equipped with all the standard protection functions for Generator and Transformer relays including binary inputs and outputs, analogue inputs and tripping outputs and the necessary accessories as outlined in the Technical Specifications.

5.2 SCOPE OF WORKS

The scope of work shall include the supply of the Protection relays, 2 days factory acceptance testing after 3 days training for three clients' engineers at manufacturer's factory. The scope shall also include three-day site training at the client's premises for upto a maximum of ten engineers. The relays shall also be transported and delivered to site and shall also include equipment warranty.

5.3 EXISTING GENERATOR AND TRANSFORMER PROTECTION EQUIPMENT

The following is the list of the existing generator and transformer protection functions that shall be replaced.

5.3.1 Summary of Generator and Transformer Relays

	GENERATOR PROTECTION RELAY	
NO	ANSI REF	DESCRIPTION
1	32	Reverse Power
2	27	Under Voltage
3	46	Negative Phase Sequence
4	51N	Stator Earth Fault
5	51VC/VR	Both Voltage Controlled and Voltage Restrained O/C
6	59	Over voltage
7	81U/O	Under/Over Frequency
8	60	Voltage Balance
9	87G	Generator Differential
10	64B	Bus bar Earth Fault
11	64G	Standby Earth fault
12	21	3 phase Impedance
13	40	Field Failure
14	49	Current-Based Thermal Overload

15	64R	Generator Rotor Earth Fault
16	37	Zero Power
17	24	Over-fluxing
18	51/27	Inadvertent Energization
19	TCS	Trip Circuit Supervision Function, TCS (with Circuit Breaker Both Closed and Open)
	TRANSFORMER PROTECTION	
NO	ANSI REF	DESCRIPTION
1	87T	Three-Input Differential protective relay
2	50/51	Over current protection Low Voltage Side x(3)
3	51N	Zero sequence High Voltage side neutral protection relay
4	50/51	Back Up Over-Current Protection High Voltage side x(3)
5	87B	Bus Section Differential Protection Relay (High-Impedance)
6	49RMS	Thermal Overload
7	59N	Neutral Voltage Displacement or zero sequence voltage-based earth fault protection (Earth fault protection of the delta connected low voltage side with the Unit offline)
8	24	Over-fluxing
9	87/64REF	High-Voltage Winding Restricted Earth Fault
10	59	Over-Voltage
11	27	Under-Voltage
12	81O/U	Over-frequency/Under-frequency
13	21	Back-up Distance

The New protection relays shall be numerical in nature and shall be equipped with all the standard protection functions. The tenderer shall provide numerical relays with a minimum but not limited to the above listed existing protection functions.

The following is a summary of the existing protection functions/systems

Generator Protection consists of a minimum of the following:-

1. Differential Protection 87G.
2. Negative phase sequence protection 46
3. Loss of Excitation 40
4. Neutral voltage displacement protection 59N
5. Over/under frequency protection 81U/O
6. Trip Circuit Supervision Function, TCS (Both Closed and Open)
7. Under voltage protection 27
8. Over voltage protection 59
9. Reverse power protection 32
10. Zero power relay 37
11. Voltage restrained/controlled Overcurrent protection 51VC/VR
12. Stator Earth fault 51N
13. Standby Earth Fault 64G (Voltage-Based)
14. Generator Rotor Earth Fault 64R
15. Over current protection 50/51

16. Third Harmonic Under-voltage
17. Voltage Balance 60
18. Bus bar Earth Fault 64B
19. 3 phase Impedance 21
20. Current-Based Thermal Overload 49
21. Generator Rotor Earth Fault 64R
22. Over-fluxing 24
23. Inadvertent Energization 51/27
24. TCS Trip Circuit Supervision Function, TCS (with Circuit Breaker Both Closed and Open)
25. Third Harmonic Voltage Protection, 27T

Transformer Protection consists of a minimum of the following:-

1. Biased Differential Protection 87T
2. Bus section differential protection 87B
3. Main Transformer Back up Overcurrent Protection 50/51
4. Main Transformer Restricted Earth fault protection 87/64REF
5. Neutral voltage displacement protection 59N (Zero sequence voltage-based protection for low-voltage winding with the Unit offline
6. Back up distance protection 21
7. HV earth fault protection 50N/51N
8. Trip Circuit Provision function, TCS (Both Closed and Open)
9. Over-frequency/Under-frequency 81O/U
10. Over-voltage/Under-voltage 59/27
11. Over-fluxing 2487T Three-Input Differential protective relay
12. Thermal Overload 49RMS
13. Over-fluxing 24

5.3.2 Generator Analogue Inputs (Existing instrument transformers and associated functions)

A minimum of five analogue 3-phase current inputs shall be provided to cater for the differential and back-up overcurrent protection functions, monitoring/metering protection and one spare channel. It shall be possible to generate zero-sequence currents internally within the relay from the line currents supplied the relay.

Two single-phase channels shall be provided to address the neutral earth fault protection functions. The three-phase and single-phase current inputs shall be routed to the relay via the provided the relay CT terminal test blocks to ease testing.

A minimum of two three-phase voltage input channels shall be provided for protection and monitoring/metering purposes. A minimum of two single-phase channels shall be provided to enable sensing of earth faults. All analogue voltage signals shall be routed through VT test terminal blocks equipped with isolation links to ease testing and troubleshooting

For the current transformers, special terminal blocks to facilitate testing of relays without open circuiting the CT shall be used. For the voltage circuit, special terminal blocks capable of isolating the VT to also facilitate testing of the relays shall be used.

The analogue current inputs and voltage inputs shall be equally applicable to both Generator and Transformer Protection Relays. It shall be possible to internally realize zero sequence quantities from both 3-phase line/phase current and voltage inputs

5.3.3 Generator and Transformer Digital inputs and LEDS

A minimum of twenty (20) voltage-free digital inputs shall be provided for both Generator and Transformer Relays. Each relay shall be equipped with three-terminal (Common, Normally-Closed and Normally-Open) voltage-free contacts suitable for use with voltages up to 500VDC/500VAC.

Apart from the HMI, both generator and transformer numerical relay shall be provided with a minimum of twenty (20) LEDs to facilitate indication of the status of the all protection functions and other functions as per the application of the relay.

5.3.4 Generator and Transformer Digital Outputs and Tripping Outputs

A minimum of fifteen (15) voltage-free digital inputs shall be provided for both Generator and Transformer Relays. Each relay shall be equipped with three-terminal (Common, Normally-Closed and Normally-Open) voltage-free contacts suitable for use with voltages up to 500VDC/500VAC.

A minimum of five (5) three-terminal voltage free contacts capable of switching circuit breaker trip coil currents shall be provided for both Generator and Transformer Protection Relays. The five tripping contacts shall be capable of switching voltages upto 500VDC/500VAC.

All the relays shall be equipped with HMI of adequate size and keypad to facilitate configuration/programming of the relay from the HMI. The relays shall be programmable using both the HMI and the laptop.

GENERAL REQUIREMENTS

5.4 GENERAL PROTECTION RELAYS SPECIFICATION

5.4.1 Preamble

The protection relays shall be easily adaptable to various protection objects of different ratings and according to desired scope of protection

Proper high availability for the protection system shall be provided with a built in testing facility which shall enable the protection system to recognize any defective unit or program error immediately.

Simple assignment of parameters of protection functions as well as of inputs and outputs for each protection function shall be provided and shall be also free selectable.

Wide setting ranges with fine setting steps for each protection shall be available.

All the measured and set parameters as well as signal and tripping commands shall be logged in the relay, time stamped and printed out. This data shall be available for retrieval from the relay via a programming device (lap top) that shall be handed over to the client.

In case of events or disturbances in the plant the events and faults shall be captured and stored for ease of retrieval.

The man machine communication (MMC) for settings and readings shall be possible without knowledge of programming by using menu-driven program on personal computer (PC).

A mal-operation in MMC shall not influence the protection.

Besides continuously running self-supervision, a testing feature by software test for each protection function shall be provided

Client personnel shall be trained on how to use and change settings of the protection functions in the relays. The programming of the relays shall be through either programming device or relay-integral function keys. The programming of the relay shall be password protected.

All relay settings should be entered with menu guidance via integrated operator and display panel or a PC. The settings should be written to a non-volatile memory so that they are not lost even if the supply voltage is interrupted. The relay shall be equipped with an integral display panel and the associated function keys.

General navigation of the relay shall be through either programming device or relay-integral function keys. Viewing of events, faults, resetting of relay and measured values etc shall not be password protected.

Protection relays shall comply generally with the requirements of IEC 255. They shall be contained in dust proof flush mounted cases with glass fronts. They shall preferably be withdrawable. All relays shall have a provision for testing without withdrawing the relay from its case.

Schemes of protection shall be relatively straightforward to commission and shall not require unique test equipment.

Each relay or scheme which initiates tripping shall be provided with trip isolation links or other means of isolating outgoing trip signals, to permit testing of the scheme, preferably mounted on the front of the associated relay panel.

All relays shall be so arranged that, providing reasonable care is taken, any dust, which may have collected in or upon the case, shall not fall on the relay mechanism when opening the case. Auxiliary relays shall be provided with a name and data plate.

All metal bases and frames of relays shall be earthed, except where the latter shall be insulated for special requirements.

Rectifiers used in, or in association with, protective relays shall be suitable for the climatic conditions pertaining to the site of installation.

The maximum a.c voltage across any two points of a current circuit shall not exceed 3KV peak and non– linear resistors shall be provided if necessary to achieve this limitation.

All relays which are connected to complete either the tripping circuit of a circuit breaker or the coil current of an auxiliary tripping relay shall be provided with approved operation indicators. Indicators shall also be provided on such additional relay elements as will enable the phase of the fault condition to be identified. Each indicator, whether of the electrically operated or mechanically operated kind, shall be capable of being reset by hand without opening the relay case and it shall not be possible to operate the relay when resetting the operation indicator. Each indicator shall be so designed that it cannot move before the relay has completed its operation. Indicators shall not reset during a failure of auxiliary power to the relay.

All the relays shall have Binary inputs. The Binary inputs should be freely assignable and each should be capable of being assigned to several logical inputs.

All important components such as the hardware and software should be continuously monitored and any irregularities in the hardware or in the program sequence should be detected and signaled.

It shall not be possible to operate any relay by hand without opening the case.

The relays shall be operable with rated DC supply of 110VDC and remain operable with DC supply down to 70% of rated.

5.4.2 SETTING AND CONTROL

The protection relays shall be set and controlled with the aid of a Personal Computer, with a user interface program and shall be connected to the system via a suitable interface. This shall be done locally by PC.

Operation of the PC shall be menu-assisted and the following operations shall be permitted:

- setting of parameters
- display of actual measured values (U, I, P, f, angle)
- display of events, their acknowledgement and print-out by a separate available printer
- recording of settings (self-documentation)
- testing of relay functions
- Time stamping of events and faults.

The protection settings shall first be defined and stored in the PC prior to downloading to the protection system. An unexpected mal-operation in the man-machine communication shall not influence the protection behavior in any form. Since the MMI software resides in the PC, it shall be easy to expand and to maintain.

All the protection functions shall be set within their wide predetermined ranges, however preventing inadmissible settings and shall be freely assigned to the input channels of adequate measuring values.

All these functions shall equally be possible through use of the relay integral functional keys and the associated display panel.

5.4.3 USER PROGRAM

The user interface program for the protection equipment shall be such that references to the manual are kept to a minimum and it shall offer a number of advantages, including:

- The ability to create, edit and check entire parameter sets off- line, i.e. without establishing a connection to the protection equipment.
- The ability to save and read parameters
- The ability to download parameter sets from the MMC to the relay.
- Self-explanatory texts, with a minimum of coding.

Communication must be easily conducted using only a few soft keys on the personal computer. Knowledge of programming shall be necessary. The user shall be guided through the functions by menus and windows displayed.

According to the operational requirements, different levels of access to the system shall be established. Changes in the configuration or changes of parameter values shall only be permitted once a password is entered. Calling up displays of measured values, signals and events should not require any password.

Function-specific parameters such as:
input channels, pick-up values, time delay, definitions of characteristics, shall be selectable and menu driven on a PC.
The tripping signals for every protection function shall be freely allocated by software to the individual channels of the tripping unit.

5.4.4 COMMUNICATION

It shall be possible to program all settings easily off-line or on-line and to download same with the help of a PC subsequently to the system.

5.4.5 SELF-MONITORING

The continuous self-monitoring and self-diagnostic feature shall enable the protection system to recognize any defective unit immediately.

Self-monitoring functions shall include a minimum of:-

- continuous self-monitoring by the hardware
- cyclically performed testing routines by the software
- Power supply checks
- Memory integrity checks
- Validity of data exchange between memories, processing units and I/O modules.

Upon the occurrence of a permanent hardware failure an alarm signal shall be transmitted.

5.4.6 SOFTWARE TESTS

To prevent the disruption of normal operation of the protection system the test function shall only be accessed via a password.
The test function is mainly to be used for commissioning purposes and during shutdowns, when the installation is out of service. It must be ensured that the external trip channels will be disconnected during testing however testing procedures are involved.

The following tests shall be provided as software test function features:

- Test of the protection function
- Test of the tripping outputs
- Test of the signaling outputs by means of Man-Machine- Interface.

The protection function desired shall be selected from the list of active functions. The operation shall be based on simulated numerical values. One or more channels shall be selected for testing the tripping or signaling outputs.

By selecting a channel the corresponding output shall be activated and the circuit breaker opened. This shall be signalled by the LED's on the front plate and shown in the menu line.

5.4.7 DISPLAY OF MEASURING VALUES

It shall be possible to carry out measurements in parallel to the normal operation. Examples are the display of readings of magnitude and phase angle of all analogue inputs values. Amplitudes and phases of input quantities shall be displayed or read out by the MMC.

5.4.8 GENERAL DATA FOR ALL IMPLEMENTED FUNCTIONS

Following minimum requirements shall be fulfilled:

Rated current for current applying functions:	Selectable 1A /5A A.C
Rated voltage for voltage applying functions:	110 V A.C
Rated frequency:	50 Hz

5.4.9 INDICATIONS AND SIGNALING

i. Optical signals:

LED's shall be provided for the indication of alarm and trip of each protection function. Furthermore, it shall be possible to latch/unlatch them depending on the function.

ii. Signaling relays:

Auxiliary relays for internal alarm and trip signaling as well as for external inputs [preferred opto-couplers] shall be available.

5.4.10 DISPLAYS ON PC

The following displays shall be provided for settings, measuring or diagnostic reasons:

- Display of measured values (U,I, P, f, phase angle) according to selected protection function
- Display of events
- Display of general system data for configuration status
- Display of binary inputs and outputs
- Display of output signals
- Display of all protection function settings
- Display of diagnostic status

5.4.11 RECORDING

Self-documentation shall be performed locally via a printer.
The occurrence of each event for all the protection functions shall be registered and time stamped.

5.4.12 DISTURBANCE RECORDING

The recording of current and voltage signals before, during and after pick-up of the protection function with concerned analog and binary inputs shall be provided. The analysis software shall also be provided.

5.4.13 ELECTROMAGNETIC COMPATIBILITY

To provide the necessary immunity against electromagnetic interference the physical separation of the interfaces from the signal processing units shall be ensured.

Additionally, galvanic separation over shielded interposing transformers as well as over optocouplers and relays for binary inputs and outputs shall be provided.

5.4.14 RELAY CONSTRUCTION AND MOUNTING

The new protection relays shall be the flush-mounting type

5.5.0 GENERATOR AND TRANSFORMER PROTECTION TECHNICAL SPECIFICATIONS

5.5.1. DIFFERENTIAL PROTECTION (87G)

The differential protection function should be of low impedance type with biased characteristic of proven high stability for the most severe through-fault currents.

The function shall be inrush proof and based on three-phase
measurement with suppression of DC current- and harmonic components.

The basic setting "g" should define the pick-up value of the differential protection for internal faults.

The pick-up ratio "v" shall govern the stability of the differential protection for external faults.

The switchover-point of the characteristic with two different inclinations allows the shape of the characteristic to be adapted to the requirements.

Stability for external faults shall be achieved without a reduction in the pick-up sensitivity for internal fault currents of low value around rated current.

Adjustable basic settings including 0.1 – 0.4 I_N shall be provided and high set differential elements shall be included. Operating time shall not exceed 40ms for any detected fault

5.5.2 95% STATOR EARTH FAULT PROTECTION [GENERATOR NEUTRAL VOLTAGE DISPLACEMENT]

For faults within about 95% of the stator winding, a sensitive voltage function should be provided.

This protection for detection of the neutral displacement shall be equipped with a filter to eliminate all harmonics and must therefore be insensitive to phenomena other than ground faults in the stator windings (up to about 85-95% from the generator terminals).

The voltages and time settings shall be independently adjustable.

The neutral voltage displacement relay shall be connected to the secondary winding of the earthing transformer. The relay shall include a setting range of 10 – 100V with typical time delay setting range 0 – 10 seconds. The relay shall include circuitry to reject harmonic voltages.

5.5.3 UNDER/OVER FREQUENCY PROTECTION (81)

In order to prevent fatigue of the turbine blades as well as to prevent heating due to additional losses in a synchronous machine, an under-frequency protection should be provided.

This function should have three or four separately adjustable frequency steps and also independent time delay setting. It shall operate on a digital basis where by the frequency setting should be adjustable in steps of 0.01 Hz.

At lower voltages the function is expected to block. Under-frequency protection shall also be used as supervision and control element for load shedding.

The over frequency setting range shall include 50Hz to 65Hz with time delay to include 0.1 to 10 sec. Pickup of this relay shall initiate Generator shutdown in addition to annunciating an alarm (electrical relay operated).

5.5.4 OVERCURRENT/UNDERVOLTAGE PROTECTION (51/27) (BY THYRISTOR EXCITATION)

As a back-up protection for faults at the generator terminals, an overcurrent/under-voltage protective scheme should be incorporated.

The function shall operate when the fault current from the generator terminals becomes very low due to the excitation system (thyristor) characteristics. It should evaluate only the first half wave of the overcurrent and store this information during the back-up time lag for the undervoltage function. If the undervoltage criterion disappears before this time-lag expires, the function shall drop back into its de-energized position.

5.5.5 REVERSE POWER (32R)

This function must be able to monitor the actual reverse power of the machine. A sensitive measurement of the reverse power shall be provided.

Reverse power protection shall have an adjustable setting range to include 0.01 to 0.05 times turbine rated power. The relay must include a definite time delay setting range of 0.5 to 20 seconds to prevent tripping due to power swings.

The reverse power protection shall work in two stages.

The power settings shall be identical for both stages, only the time delay for both stages shall be different.

The power protection function shall be provided with the possibility of angle correction to facilitate usage of the function also as active power function.

This function will only operate the 15KV generator Breaker and issue an alarm.

5.5.6 NEGATIVE PHASE SEQUENCE (46)

In order to avoid extended heating of the rotor iron during asymmetric loading of the generator, a negative sequence function should be provided. Two different stages, alarm and trip, shall be available.

The alarm element shall have a definite time delayed output and shall be capable of being set to pick – up at a level below the generator continuous withstand negative phase sequence current. The alarm setting range should include 0.10 – 0.3 of rated current.

The trip function shall have an inverse time characteristics (I^2t =K) capable of being set to match the generator short time negative phase sequence current capability. The The Negative Sequence rating of the machine is 20%. T.M.S settings should range from 0 – 1. A trip setting of 0.2 of rated current is required.

The pick-up current and operating time should be separately adjustable. Three-phase measurement shall be carried out.
Tripping shall be set to 50% to 100% above the setting value for alarm purposes.

The negative phase sequence current protection shall be delayed in order to avoid false tripping as a result of transient and particularly asymmetrical short circuits in the network.

5.5.7 NEUTRAL VOLTAGE DISPLACEMENT RELAY.

The neutral of the unit transformer is earthed via a transformer of ratio 6350/110V. The neutral voltage displacement relay shall be connected to the secondary winding of this earthing transformer.

The relay shall include a setting range of 10 – 40V with typical time delay setting range 0 – 5 seconds. Pickup of this relay shall annunciate an alarm.

The relay shall include circuitry to reject harmonic voltages.

5.5.8 GENERATOR CIRCUIT BREAKER FAIL (50BF)

A circuit-breaker fail protection scheme shall be provided for the generator 15 KV circuit breaker.
This shall comprise a three pole current detecting relay with high speed resetting not exceeding 10 ms, current setting range to include 0.1 to 1.0 times relay rated current, and time delay setting range including 10ms to 1 second in 1ms steps.

5.5.9 OVER VOLTAGE (59)

A setting range to include 1.0 to 1.5 time generator rated voltage shall be provided and definite time delay setting range to include 0.5 to 10 sec. The relay unit should be compensated against the frequency.

Two protections for connection to running and incoming VTs respectively shall be provided.

5.5.10 UNDER VOLTAGE (27)

A setting range to include 0.2 to 1.2 time generator rated voltage shall be provided and definite time delay setting range to include 0 to 60 sec.

This protection shall be active only when the Generator breaker is in closed position.

A second under voltage protection having the running voltage as the analogue input shall be provided for interlocking of the remote 15KV breaker closing function to detect presence of the bus bar voltage. Three normally closed voltage free contacts for Red, Yellow and Blue phases respectively in series shall be provided.

5.5.11 LOSS OF EXCITATION (40)

To detect the loss of excitation and slipping phenomena capacitive minimum reactance function with an offset-mho characteristic shall be used.

The loss of excitation (field failure) protection shall respond to the primary impedance as detected at the generator terminals and shall have a circular operating characteristic offset along the negative reactance axis by an adjustable value with setting range to include the equivalent of 0.2 to 1.0 times the generator direct axis transient reactance. The circle diameter setting range shall include 0.2 to 1.0 times the generator direct axis synchronous reactance.

This protection scheme should use a numerical offset mho relay operated from a.c current and voltage at the generator terminals. The relay setting should be so arranged that the relay operates whenever the excitation goes below a certain value and the machine starts running asynchronously.

This function shall be provided with a time element to distinguish the loss of excitation from a power swing. The relay must include a definite time delay setting range of 0 to 60 seconds.

However an additional integrator should be provided for integration of the short duration output pulses from the relay to count the short and brief power swings which, if persistent, should initiate tripping.

The characteristic shall contain operating points for various levels on an under-excited machine up to point X_d (unsaturated synchronous reactance) for complete loss of excitation.

The other side of the circle diameter shall be given by half of the transient reactance X'_d.

5.5.12 LOGIC FUNCTION

Provision for Logic combination of binary input signals or of output signals of protection functions (trips) shall be internally provided within the relay to facilitate the realization of extended protection functions or specific signalisation.

5.5.13 GENERATOR TRANSFORMER BIASED DIFFERENTIAL (87T)

The differential protection function should be of low impedance type with biased characteristic of proven high stability for the most severe through-fault currents.

The function shall be inrush proof and based on three-phase measurement with suppression of DC current- and harmonic components.

The basic setting "g" should define the pick-up value of the differential protection for internal faults.

The pick-up ratio "v" shall govern the stability of the differential protection for external faults.

The switchover-point of the characteristic with two different inclinations allows the shape of the characteristic to be adapted to the requirements.

Stability for external faults shall be achieved without a reduction in the pick-up sensitivity for internal fault currents of low value around rated current.

Adjustable basic settings including 0.1 – 0.4 I_N shall be provided and high set differential elements shall be included. Operating time shall not exceed 40ms for any detected fault

The protection shall include biased differential protection with approved means to prevent incorrect operation due to magnetizing in-Rush conditions.

Operating time shall not exceed 40ms for any detected fault. It is preferred that the relays offered will have facilities to enable direct connection to the main CTs of the protected object.

Amplitude compensation factor for different CT ratios for the transformer differential protection function shall be provided for all three sides.
The transformer group displacement shall also be matched for all known transformer connection groups (y= star, d= delta and Z=Zick Zack), without the need for interposing transformers.

The differential current I-Inst shall allow a fast clearance of internal faults (inrush detection blocked).
This differential current should be set higher than the maximum expected energizing current.

The differential function shall have 3 sets of current inputs with the first being the 3-phase current from the current transformer located on the generator side of the unit circuit breaker, the second input being from the 3-phase current derived from the current transformer sited on the High Voltage side of the transformer with the third input being from the current transformer located on the 11kv tee-off to the auxiliary supply board.

5.5.14 GENERATOR TRANSFORMER RESTRICTED EARTH FAULT PROTECTION (64N)

A single-phase high impedance current operated function shall be provided for restricted earth fault protection for the high voltage side of the main transformer - with grounded neutral point

The function shall remain stable for external faults, and shall be provided with a stabilizing resistor and the necessary filters.

The current function shall not be sensitive to high harmonics.

The fault setting shall be within the range 10 – 60% of the rated current of the protected winding.

In order to limit the voltage appearing across the secondary leads under internal fault conditions to a safe level, non-linear resistors shall be provided for connection across the high impedance input.

5.5.15 BACK- UP OVERCURRENT PROTECTION (50, 51)

This protection shall be provided for the Main transformers.

(i) Definite time overcurrent protection

The definite time overcurrent protection shall protect the transformers and various parts of the auxiliary network against faults which produce overcurrent, such as short circuits and earth faults. The measurement shall not respond to DC components and harmonics; the overcurrent protection shall practically only react to the power frequency component.

Both 1- and 3-phase measurement shall be available. Two stages shall be provided:
One instantaneous stage for clearing high current faults within a very short tripping time without delay and the second stage for lower fault currents with adequate delay.

The delay shall also allow the selectivity of the overcurrent protection. This shall be achieved by different time gradings together with other overcurrent protection functions starting from generator connection point up to the unit transformer with its corresponding connection point.

The setting range shall be large and low enough to detect the lowest short circuit current. The difference between the rated current of the protected subject and the rated current of the applied current transformer, shall be corrected via the setting value.

(ii) Inverse definite minimum time (IDMTL) overcurrent protection

Inverse time relays shall be used for overcurrent and back-up earth fault protection of generators and transformers instead of definite time overcurrent protection, depending on network conditions and the type of back-up protection already applied.

Three-phase and single-phase functions for earth faults shall be provided.

The inverse time characteristics shall be in accordance with B.S. 142 providing different curves such as normal inverse, extremely inverse, very inverse and long time inverse for earth faults.

5.5.16 GENERATOR TRANSFORMER OVERFLUX PROTECTION (59/81)

Overexcitation can occur due to an increase in voltage on the transformer terminals as well as a decrease in the frequency.

This function shall provide protection against overexcitation of the generator transformer, which may be caused by overvoltage and/or underfrequency. The function shall measure the V/Hz ratio, and if the same exceeds the pick-up value,a tripping command shall be initiated after a preset time delay.

5.5.17 DISTANCE PROTECTION 21

Both the Transformer and Generator Numerical protection relays shall be equipped with distance protection functions to provide backup to the main differential protection systems.

5.5.18 BREAKER FAILURE FEATURE

The circuit breaker failure shall be provided such that in the event unit breaker fails to respond a trip command in response to initiation of a protection function or activation of a trip relay, the relay shall activate the backup feature and initiate the tripping of neighboring breakers so as to ensure effective isolation of the fault

5.5.19 PERIPHERALS

All peripherals to the Protection equipment, such as programming units shall be supplied as part of this tender. The programming unit shall operate at 240V, 50HZ.

The Tenderer shall provide details of the facilities to be included. This shall cover the method of programming, program storage, program loading and program documentation.

The portable programming units shall be capable of providing the facilities for local protection relay fault finding and self-diagnostic facilities. Details of the programming, de-bugging, maintenance, fault finding and diagnostic facilities shall be provided by the tenderer. The programming unit shall be an IBM compatible personal computer preferably a laptop PC.

5.5.20 MAINTANCE EQUIPMENT

To enable the client to operate and maintain the equipment economically and efficiently the following maintenance equipment shall be provided.

- Programming device with necessary operating software and necessary cables, licences adaptors etc.
- Protection relay test blocks.
- The tenderer may provide any other test accessories that may be deemed necessary for future maintenance of the protection relays.

5.5.21 OPERATING AND INSTRUCTION MANUALS

Instruction, maintenance and commissioning manuals shall be provided. The documentation shall be written in English language. This shall contain:-
Introduction, overall operating philosophy, operating conditions, detailed description of the equipment, description of equipment arrangement schematics, maintenance instructions, installation instructions and wiring drawings.
Three sets of manuals shall be provided.
The manuals shall contain:-

- Typical schematic diagrams.
- Technical data for the relays specifying rated power supply (110 V D.C), CT circuits rated current (1/5A), trip contacts, VT input circuits, alarm contacts, LED displays, Binary inputs, construction, Relay setting ranges etc.
- Description of the relays.
- Typical applications including standard elementary diagrams.
- Protection Functions.
- Dimensioned Protection Scheme Schematic drawings.
- Selection and ordering data.
- Test reports/ Factory test reports
- Maintenance procedures.

5.5.22 FACTORY TESTING, TRAINING AND SITE TRAINING

TRAINING AT THE MANUFACTURER'S WORKS

The Tenderer shall include in his offer, 3-day training of three Client's engineers at the manufacturer's factory to be followed by 2-day factory testing of the relays. The tenderer shall also conduct a 3-day practical/classroom site-training for a total of five staff at the client's premises. Specific instructions and training shall be given on the equipment being supplied under the tender to enable client engineers to be able to install, program, commission and maintain the system and carry out any necessary additions/modifications. The training program and details shall be submitted to the client for approval.

Travelling and accommodation for 6-days for three client engineers shall be catered for by the contractor.

5.6 PARTICULARS

[*Text of Technical Specifications to be inserted in the tender documents by the Procuring entity, as applicable]*

SECTION VI

SCHEDULE OF REQUIREMENTS

No.	Description of requirements	Quantity	Tenderers Submission	Remarks
A	**Compliance to General Conditions**			
B	**Compliance to Special Conditions**			
C	**Compliance to Technical Requirements**			
D	**Provision of Maintenance/Programming Equipment and Other Test Accessories**			
1.	Protection Relay Tests Blocks for Generator Relay			
2.	Protection Relay Tests Blocks for Transformer Relay			
3.	Programming Tool with Operating Software and necessary accessories			
4.	Operating and Instruction Manuals			
E	**Factory Acceptance Testing and Training at Manufacturers**			
1	3-day Training & 2-day FAT inclusive of costs for travelling and accommodation costs for six days for three KenGen Engineers			
2	3-day practical/classroom site-training for a total of five staff at the client's premises.			

SECTION VII

PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____Page _____ of _____

Item	Description	Brand	quantity	Unit Price	Total Price
1	Generator protection relay		1		
2	Transformer protection relay		1		
3	Programming device with the connecting cable and software		1		
4	Relay Test Blocks for Generator				
	Relay Test Blocks for Transformer				
5	3-day Training & 2-day FAT inclusive of costs for travelling and accommodation costs for six days for three KenGen Engineers				
	Sub-Total				
	Add 16% VAT				
	Transportation (Air-Freight Charges				
	Delivery to Ngong Power Station Stores (Air Freight charges)				
	Country of origin				
	Manufacturer				
	Warranty Period				
	Grand Total				
	Tenderer's Name (Authorized Person)				

Signature of tenderer _____

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

SECTION VIII
STANDARD FORMS

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

_____
[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

_____ _____
[Signature] [In the capacity of]

Duly authorized to sign tender for an on behalf of _____

Note: In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2017 "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 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant(s).....

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

Part 1 – General

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

Country ……..…Physical address …….…….

Town …….…….Building.……

…

Floor…….Plot No. ……..…….

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

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

Fax No's. …….……E-mail address …….……

Website ……..……

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

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

If **yes,** attach written document.

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

(Applicable to Local suppliers only)

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

Value Added Tax No.…….…….

Value of the largest single assignment you have undertaken to date (***USD/KShs)*** ……..……

Was this successfully undertaken? **Yes / No**. ……(If **Yes**, attach reference)

Name (s) of your banker (s) ……..……
……..
Branches …… Tel. No's. …….…….

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

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

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

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

Full Names Nationality Citizenship Details Shares

1……. …… …… …….…….
2…… …… ……..……..…..
Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.
Full Names ……
Signature …….
Dated this ……day of ……2017.
In the capacity of……
Duly authorized to sign Tender for and on behalf of ……

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

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:
Full Names ……
Signature ……
Dated this ……day of ……2017.
In the capacity of ……
Duly authorized to sign Tender for and on behalf of ……

Part 2 (f) – Criminal Offence
I/We, (Name (s) of Director (s)):-
a) ……

b) ……

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.
Signed ……
For and on behalf of M/s ……
In the capacity of ……
Dated this ……day of ……2017.
Suppliers' / Company's Official Rubber Stamp ……

Part 2 (g) – Conflict of Interest
I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:
a) ……
b) ……
For and on behalf of M/s ……..
In the capacity of ……
Dated this ……day of ……2017
Suppliers' / Company's Official Rubber Stamp ……

Part 2 (h) – Interest in the Firm:
Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No …….. (*Delete as necessary)* Institution …….
…… …… ……
(Title) (Signature) (Date)

Part 2(i) – Experience:
Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the last 3 years.

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

2							
3							

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
……

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

WHEREAS ……. [*Name of the tenderer]*
(Hereinafter called "the tenderer") has submitted its tender dated ……. [*Date of submission of tender]* for …… …… *[Name and/or description of the equipment]* (Hereinafter called "the Tender")

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

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

THE CONDITIONS of this obligation are:-

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

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

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

*[Signature of the bank]*_____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 ____ between …… [*name of* **the Employer***)* of …….. [*Country of* **the Employer***]* (Hereinafter called "**the Employer**) of the one part and …….. [*Name of* **the Supplier***]* of …….. [*City and country of* **the Supplier***]* (Hereinafter called "**the Supplier**") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) The Tender Form and the Price Schedule submitted by the tenderer
(b) The Schedule of Requirements
(c) The Technical Specifications
(d) The General Conditions of Contract
(e) The Special Conditions of contract; and
(f) The Procuring entity's Notification of Award and Tenderer's Acceptance
(g) Applicable addenda and clarifications

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed by _____ the _____ (for the Procuring entity

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

_____

(Amend accordingly if provided by Insurance Company)

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

To …….
[*Name of procuring entity]*

WHEREAS …… [*Name of tenderer*] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [*Reference number of the contract]* for dated _____ 20 _____ to supply …… [*Description of goods]* (Hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the tenderer a guarantee:

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

This guarantee is valid until the _____ day of _____ 20 ___

Signed and seal of the Guarantors

_____

[Name of bank or financial institution]

_____

[Address]

_____

[Date]

8.6 MANUFACTURER'S AUTHORIZATION FORM

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

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

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

_____

[*Signature for and on behalf of manufacturer]*

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