



KenGen

KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-GT -07-2017

**TENDER FOR SUPPLY OF 11kV SINGLE-CORE 630MM²
ALUMINIUM XLPE WIRE-ARMoured PVC SHEATHED POWER
CABLES FOR MUHORONI GT2 POWER PLANT**

**Kenya Electricity Generating Company Limited
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI.
Website: www.kengen.co.ke**

October, 2017

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**SECTION I
INVITATION TO TENDER**

The Company invites sealed tenders from eligible candidates for **SUPPLY OF SINGLE-CORE 630MM2 ALUMINIUM WIRE-ARMOURED PVC SHEATHED POWER CABLES FOR MUHORONI GT2 POWER PLANT** whose specifications are detailed in the Tender Document.

Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director

Tel: (254) (020) 3666000

Email: tenders@kengen.co.ke; kluvango@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. 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 “**TENDER FOR SUPPLY OF SINGLE-CORE 630MM2 ALUMINIUM WIRE-ARMOURED PVC SHEATHED POWER CABLES FOR MUHORONI GT2 POWER PLANT**” 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 Stima Plaza On or before: **22nd November 2017 at 10.00 a.m.**

Tenders will be opened on **22nd November 2017 at 10.30 a.m.** in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor.

SUPPLY CHAIN DIRECTOR

SECTION II

INSTRUCTIONS TO TENDERERS

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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 120 **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 specify 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 120 **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," the **22nd November 2017 at 10.00 a.m.**

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 **22nd November 2017 at 10.00 a.m.**

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 **22nd November 2017 at 10.30 a.m.** 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	<p>This Invitation for Tenders is open to all tenderers eligible as described in the tender Documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.</p> <p>Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.</p>
Clarification Request	<p>Clarification request must be sent to tenders@kengen.co.ke and copied to jngugi@kengen.co.ke and fmakabwa@kengen.co.ke . This must be received not less than 7 days prior to tender closure.</p> <p>All issued additional information will be uploaded on KenGen website</p>
Tender Security	<p><i>Particulars of tender security</i></p> <p>A tender security in the amount of Kenya Shillings One Hundred Thousand (Kshs.100,000)</p> <p>The tender security shall remain valid for a minimum of 30 days beyond tender validity</p>
Tender closing date	<p>22nd November 2017 at 10.00 a.m. and will be opened immediately thereafter in the presence of bidders representatives who choose to attend.</p>
Tender validity	<p>120days</p>
Evaluation	<p><i>The following shall be the evaluation Criteria</i></p> <p>A) Mandatory Requirements Duly completed tender form</p> <ul style="list-style-type: none"> ➤ Valid Tax Compliance Certificate ➤ Valid Tender Security ➤ Certificate of Registration /Incorporation in Kenya ➤ Duly paginated and serialized bid document ➤ Duly filled mandatory confidential business questionnaire ➤ Declaration of litigation History <p>B. Technical Evaluation Criteria</p> <ul style="list-style-type: none"> - Manufacturer’s authorization - Demonstration of previous experience – attach two - verifiable recommendation from your clients for similar supplies - Product data sheet - Documentary evidence that the bidder has complied - with the technical specifications <p>C)Financial Evaluation</p> <ul style="list-style-type: none"> ➤ The Bidder who would have met the Preliminary and Technical Specifications requirements shall proceed to the Financial evaluation ➤ Only Duly filled and completed price schedule shall be considered ➤ The Lowest Compliant Evaluated bidder shall be considered

2.27.7

KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.

SECTION III:

GENERAL CONDITIONS OF CONTRACT

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3.1 **Definitions**

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

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

3.2 **Application**

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

3.3 **Country of Origin**

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

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

3.4 **Standards**

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

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

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14 Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Taxes

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

3.21.2 Local Taxation

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their

responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

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

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

Tax Deduction

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

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

Tax Indemnity

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

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

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.5	The Performance Security shall be 10% of the contract price.
3.7.6	<i>The supplier shall be required to expressly confirm that the goods supplied shall be minimum 12 months warranty.</i>
3.11.2	<i>Proof of Insurance shall be provided to KenGen on demand</i>
3.12.3	<p style="text-align: center;"><u>Method of Payment</u></p> <p>Payments shall be made within 30 days after receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered, tested and commissioned to the satisfaction of Ken Gen and is in accordance with the Contract.</p> <p>Prices shall be fixed during the Supplier's performance of the Contract and not subject to Variation on any account.</p> <p><i>Letter of Credit terms for Local and Overseas suppliers</i></p>
3.18.3	<p style="text-align: center;"><u>Inspection of the Power Cables</u></p> <p>Inspection of the Power Cables will be conducted by KenGen representatives at the suppliers premises prior to delivery</p>
3.7.10	<p style="text-align: center;"><u>Packing</u></p> <p>Package shall be supplied in a non-returnable wooden or plastic support drum or any other packaging that will facilitate rolling off the cable during installation and protect the Goods from damage and interference by other parties.</p>
3.7.11	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i>
3.7.12	<p style="text-align: center;"><u>Prices</u></p> <p>Prices shall be fixed during the Supplier's performance of the Contract and not subject to Variation on any account.</p>

SECTION V

TECHNICAL SPECIFICATIONS

1. Delivery must be for a complete schedule. Partial delivery shall not be accepted.
2. The 11kV Power Cables shall be as per tender specifications.
3. Substandard power cables shall not be accepted.

The batteries are to be used to replace existing ones whose performance cannot be guaranteed.

A. TECHNICAL SPECIFICATIONS FOR POWER CABLE 11kV SINGLE-CORE ALUMINIUM XLPE AWA PVC

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ANNEX A: SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS FOR OFFERED CABLES

(to be filled and signed by the Manufacturer and submitted together with relevant copies of the Manufacturer's catalogues, brochures, drawings, technical data & calculations, sales records for past five years, four customer reference letters, details of manufacturing capacity, the manufacturer's experience, copies of complete type test reports and accreditation certificate to ISO/IEG 17025 for the testing laboratory for tender evaluation, all in English Language)

1. SCOPE

This specification is for single core, stranded aluminum conductors, XLPE insulated, aluminum wire armored, PVC outer sheathed power cables for operation at A.C voltages of 11000 Volts between conductors and also between conductor sheath and highest system voltage of 12000 Volts for use in Kenyan Grid network operated at 50Hz. The cable shall provide the link between the high-impedance grounded 11kV, 45MVA Gas Turbine Generator and delta-connected 11kV winding of the 11/33kV, 45MVA Power Transformer. With the Generator offline, the cable shall remain energized from the grid through connection to the delta-connected 11kV winding of the power transformer terminating at the system side of the generator synchronizing circuit breaker. At this time, the power cable shall be operating in ungrounded system. Hence the need for the cable to be rated for line-line voltage between conductor and conductor sheath

The specification is for the following sizes of 11kV single core cables:

1 x 630 mm² AL/XLPE/AWAJPVC of total length of 1600metres

The specification also covers inspection and test of the cables as well as schedule of Guaranteed Technical Particulars to be filled, signed by the manufacturer and submitted together with other required details for tender evaluation.

The specification stipulates the minimum requirements for single core XLPE insulated aluminum 11kV cables acceptable for use in the company and it shall be the responsibility of the supplier to ensure adequacy of the design, good workmanship, good engineering practice and adherence to standards, specifications and applicable regulations in the manufacture of the cables for use in the Kenyan Grid

The specification does not purport to include all the necessary provisions of a contract.

2. REFERENCES

The following standards contain provisions which, through reference in this text constitute provisions of this specification. Unless otherwise stated, the latest editions (including amendments) apply.

IEC 60502-2: Power Cables with extruded insulation and their accessories for rated voltages from 1kV (Um=1.2kV) up to 30kV (Um=36kV)-
Part 2: Cables for rated voltages from 6kV (Um=7.2kV) up to 30kV (Um=36kV).

IEC 60228: Conductors of insulated cables.

BS 6622: Specification for cables with extruded cross-linked polyethylene or ethylene propylene rubber insulation for rated voltages from 3.8/6.6kV to 19/33kV.

3. TERMS AND DEFINITIONS

For the purpose of this specification the definitions given in IEC 60228 and IEC 60502-2 apply together with the following:

AL: Aluminum

PVC: Polyvinyl chloride

AWA: Aluminum Wire Armour

XLPE: Cross-Linked Polyethylene

4. REQUIREMENTS

4.1. SERVICE CONDITIONS

The cables shall be suitable for the following service conditions and applications:

4.1.1 Cable Application

- a) The cable shall be a distribution cable for use in outdoors installations and tropical conditions (temperature range of -1°C to +40°C, humidity of up to 95%, saline conditions and altitudes of up to 2200m above sea level).
- b) The cable shall be suitable for laying in cable ducts and directly in the ground in switching stations, between stations and underground to overhead conversion.
- c) The cable shall also be suitable for laying on slopes.
- d) Permissible continuous loading operating temperature shall be 90°C.

- e) Permissible emergency loading temperature shall be 130°C for at least 8 hours.
- f) Permissible short circuit temperature shall be 250°C (for short-circuit duration of 5s as per IEC 60502).

4.1.2 The cables shall be provide the link between the high-impedance grounded 37.5MVA, 50Hz Generator and the delta-connected 11kV winding of the 45MVA 11/33kV power transformer at the substation. The cables shall be suitable for both underground duty and for laying on cable trays anchored on open ground within an open air-insulated substation. The rated voltage and frequency of the cable shall be 11kV and 50Hz respectively and shall be capable of withstanding a maximum voltage level of 12kV continuously. The short circuit fault level shall be taken as 25kA 3s.

4.1.3 The cables shall have suitable anti-termite protection (details to be submitted by supplier to KenGen for approval before manufacture).

4.1.4 The cable shall have an over-sheath with a fire performance that conforms to the requirements of IEC standards.

4.1.5 The cable shall be designed for reliable service life of at least 30 years.

4.2. MATERIALS AND CONSTRUCTION

4.2.1. Design

4.2.1.1 The cable shall be designed and manufactured to BS 6622, IEC 60502-2 and the requirements of this specification.

4.2.1.2 All materials used shall be compatible and the cable shall have continuous operating temperature of 90°C and short circuit temperature of 250°C (5 seconds duration) as per IEC 60502-2.

4.2.2. Conductor

The cable shall be made from circular stranded compacted plain aluminum conductor that conforms to IEC 60228.

4.2.3. Conductor Screen

4.2.3.1 A conductor screen consisting of an extruded layer of cross-linkable semi-conducting compound shall be applied over the conductor and cover the surface of the conductor completely.

4.2.3.2 The extruded conductor screen shall be applied in the same operation as the insulation and be fully bonded to the insulation.

4.2.4. Insulation

4.2.4.1 The insulation shall be cross-linked polyethylene (XLPE) conforming to the requirements of IEC 60502-2.

The insulation shall be applied by extrusion and cross-linked to form a compact and homogeneous layer.

4.2.4.3 The colour of the insulation shall be such that it is easily distinguishable from the

screening materials.

4.2.5. Insulation Screen and Metallic Screen

- 4.2.5.1 There shall be an insulation screen consisting of a cross-linked extruded semi-conducting layer in combination with a metallic layer.
- 4.2.5.2 The extruded semi-conducting layer shall consist of a strippable semi-conducting compound capable of removal for jointing and terminating. It shall be applied in the same operation as the insulation, directly over the insulation and shall cover the surface of the core completely.
- 4.2.5.3 A metallic screen shall be applied around the core. The screen shall consist of helically applied overlapped copper tape. An energy absorbing bedding layer shall be applied.

4.2.6. Armour

- 4.2.6.1 An extruded separation sheath of black polyvinyl chloride (PVC) shall be applied between the metallic screen and the armour.
- 4.2.6.2 The armour shall consist of a single layer of round aluminum alloy wires applied helically with a left-hand lay.

4.2.7 Over-sheath

- 4.2.7.1 There shall be an extruded over-sheath of black polyvinyl chloride (PVC) as per IEC 60502-2.
- 4.2.7.2 The cable shall be clearly and permanently embossed with the following information throughout the length of the over-sheath.
- (i) 11000 VOLTS XLPE POWER AL CABLE PROPERTY OF KenGen
 - (ii) Name of the manufacturer
 - (iii) Year of manufacture
 - (iv) The number of cores, type and nominal area of conductors

Letters and figures shall be raised and consist of upright block characters. Minimum size of characters shall be not less than 15% of average overall cable diameter and the distance between one set of markings and the next shall not exceed 500mm.

An indelible marking shall also be given at every one meter interval to assist field personal in cutting required length.

4.3. STANDARD SIZES AND CHARACTERISTICS

The standard sizes for the XLPE cables shall be as follows:

Conductor nominal sectional area	mm ²	630
Voltage Designation U _a /U (Urn)		
Conductor sha_Q_e		
Thickness of insulation	mm	3.4
Thickness of separation sheath	mm	2.0

Nominal armour wire diameter	mm	3.15
Thickness of over-sheath, minimum	mm	4.0
Power frequency single phase test voltage, 5 min	kV	21
Maximum conductor resistance	0/km	0.0469

Note: The Current Carrying Capacity of the cable in the ground and in air shall be stated by the manufacturer in the Guaranteed Technical Particulars as per Annex A.

4.4. QUALITY MANAGEMENT SYSTEM

- 4.4.1 The bidder shall submit a quality assurance plan (QAP) that will be used to ensure that the cable design, material, workmanship, tests, service capability, maintenance and documentation, will fulfil the requirements stated in the contract documents, standards, specifications and regulations. The QAP shall be based on and include relevant parts to fulfil the requirements of ISO 9001:2008.
- 4.4.2 The Manufacturer's Declaration of Conformity to reference standards and copies of quality management certifications including copy of valid and relevant ISO 9001: 2008 certificate shall be submitted with the tender for evaluation.
- 4.4.3 The bidder shall indicate the delivery time of the cables, manufacturer's monthly & annual production capacity and experience in the production of the type and size of cable being offered. A detailed list & contact addresses (including e-mail) of the manufacturer's previous customers for similar rating of cables sold in the last five years as well as reference letters from at least four of the customers shall be submitted with the tender for evaluation.

5.0 TESTS AND INSPECTION

- 5.1 The cable shall be inspected and tested in accordance with the requirements of this specification, IEC 60228 and IEC 60502-2. It shall be the responsibility of the supplier to perform or to have performed all the required tests.
- 5.2 Copies of previous test certificates and test reports by a third party testing laboratory that is accredited to ISO/IEC 17025 shall be submitted with the offer for evaluation. A copy of the accreditation certificate to ISO/IEC 17025 for the testing laboratory shall also be submitted. Any translations of certificates and test reports into English language shall be signed and stamped by the Testing Laboratory that carried out the tests.

The type test reports shall include the following as per IEC 60502-2:

- a) Bending test followed by a partial discharge test;
- b) Tan δ measurement;
- c) Heating cycle test, followed by a partial discharge test;
- d) Impulse test, followed by a voltage test;
- e) Voltage test for 4 h.

As per IEC 60502-2, when type tests have been successfully performed on a type of cable with a specific conductor cross-sectional area and rated voltage, type approval shall be accepted as valid for cables of the same type with other conductor cross-sectional areas and/or rated voltages, provided the following three conditions are all satisfied:

- a) The same materials, i.e. insulation and semi-conducting screens, and manufacturing process are used;
- b) The conductor cross-sectional area is not larger than that of the tested cable, with

the exception that all cross-sectional areas up to and including 630 mm^2 are approved when the cross-sectional area of the previously tested cable is in the range of 95 mm^2 to 630 mm^2 inclusive;

c) The rated voltage is not higher than that of the tested

cable. Approval shall be independent of the conductor

material.

5.3 Routine and sample test reports for the cables to be supplied shall be submitted to KenGen for approval before shipment of the goods. KENGEN Engineers will witness these tests at the factory before shipment and shall include the following:

5.3.1 The routine tests as per IEC 60502-2 and are as follows:

- a) Measurement of the electrical resistance of conductors;
- b) Partial discharge test
- c) Voltage test.

5.3.2 The sample tests as per IEC 60502-2 and are as follows:

- a) Conductor examination;
- b) Check of dimensions;
- c) Voltage test;
- d) Hot set test for XLPE insulation and elastomeric sheaths.

In addition to Routine and Sample Tests as per IEC 60502-2, KENGEN Engineers will verify the length on a randomly selected drum at the factory during Acceptance Testing.

5.4 Sampling (as per IEC 60502-2)

5.4.1 Samples shall be selected as per Table 1 and IEC 60502-2 for other lengths.

Table 1: Number of samples for sample tests

5.4.2 If any sample fails in any of the tests, two further samples shall be taken from the same batch and subjected to the same test or tests in which the original sample failed. If both additional samples pass the tests, all the cables in the batch from which they were taken shall be regarded as complying with the requirements of this specification. If either of the additional samples fails, the batch from which they were taken shall be regarded as failing to comply.

5.5 During delivery of the cables, KenGen will inspect them and may perform or have performed any of the relevant tests in order to verify compliance with the specification. The supplier shall replace/rectify without charge to KenGen, cables which upon examination, test or use fail to meet any of the requirements in the specification.

MARKING, LABELLING AND PACKING

6.1 The finished cable shall be wound in one continuous length on metallic drum such as to prevent damage during transportation and handling. The drums shall be lagged with wood all round to prevent damage to the cable.

6.2 Each drum shall have one continuous length of 400m for cable size $1 \times 630 \text{ mm}^2$. A total of four drums each accommodating a length of

400metres of cable amounting to a total of 1600meters of 11kV 630mm² of Aluminum Power Cable. The actual length of cable shall not be less than the length indicated on the drum.

- 6.3 Both ends of the drum length of cable shall have been sealed to prevent the ingress of water during transportation, storage, handling and installation. The sealing shall enclose the over-sheath completely and shall be by close fitting plastic caps. Both ends of the cable shall be secured to the drum to prevent mechanical damage.
- 6.4 The following information shall be marked legibly and in a permanent manner on the flange of the drum:
- a) The manufacturer's name;
 - b) The type and rating of cable;
 - c) The conductor cross-sectional area in mm²;
 - d) The length of the cable, in metres;
 - e) The year of manufacture;
 - f) The gross mass and net mass, in kilogram;
 - g) The instructions for handling and use (in English Language);
 - h) The words "KENYA ELECTRICITY GENERATING COMPANY."

Note: The cable shall have been marked in accordance with clause 4.4

7. DOCUMENTATION

- 7.1 The bidder shall submit its tender complete with technical documents required by Annex A (Guaranteed Technical Particulars) for tender evaluation. The information shall include the following:

- a) Guaranteed Technical Particulars signed by the manufacturer;
- b) Copies of the Manufacturer's catalogues, brochures, drawings and technical data;
- c) Sales records for the last five years and at least four customer reference letters;
- d) Details of manufacturing capacity and the manufacturer's experience;
- e) Copies of required test reports by a third party testing laboratory accredited to ISO/IEC 17025;

Copy of accreditation certificate to ISO/IEC 17025 for the third party testing laboratory;

- g) Manufacturer's warranty and guarantee;
 - h) Manufacturers letter of authorization, ISO 9001:2008 certificate and other technical documents required in the tender.
- 7.2 The successful bidder (supplier) shall submit the following documents/details to The Kenya Power & Lighting Company for approval before manufacture:
- a) Guaranteed Technical Particulars,
 - b) Design Drawings and construction details of the cable,
 - c) Quality assurance plan (QAP) that will be used to ensure that the cable design, material, workmanship, tests, service capability, maintenance and documentation will fulfil the requirements stated in the contract documents, standards, specifications and regulations. The QAP shall be based on and include relevant parts to fulfil the requirements of ISO 9001:2008
 - d) Test Program to be used after manufacture,
 - e) Marking details and method to be used in marking the cables,
 - f) Manufacturer's undertaking to ensure adequacy of the design, good workmanship, good engineering practice and adherence to standards, specifications and applicable regulations in the manufacture of the cables for the Kenya Electricity Generating Company Ltd;

g) Packaging details (including packaging materials and length on drum).

The drawings to be submitted by the supplier to KenGen for approval before manufacture shall be in standard format clearly indication drawing number, parts list with material details & quantities, standard of manufacture, ratings, approval details and identify of the manufacturer (as per manufacturer's authorization submitted during tendering)

ANNEXA: SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS FOR OFFERED CABLES

(to be filled and signed by the Manufacturer and submitted together with relevant copies of the Manufacturer's catalogues, brochures, drawings, technical data & calculations, sales records, four customer reference letters, details of manufacturing capacity, the manufacturer's experience, copies of complete type test reports and accreditation certificate to ISO/IEC 17025 for the testing laboratory for tender evaluation, all in English Language)

Tender No..... Bidder's Name & Address.....

CLAUSE	DESCRIPTION	BIDDER'S OFFER
1	Name and address of the Manufacturer	
1	Country of manufacture Manufacturer's Letter of Authorization Model/Type Reference No. of the offered cable Manufacturer's warranty and guarantee for the offered cable	
2	Scope: a) Design, manufacture, test, ship and deliver SIC Aluminum XLPE insulated 11kV cables to KenGen GT Muhoroni Power Station store/site as per terms of contract b) Ensure adequacy of the design, good workmanship, good engineering practice and adherence to standards, specifications and applicable regulations in the manufacture of the cables for the Kenya Electricity Generating Company Ltd	
2	Applicable standards	
3	Terms and definitions	
4.1.1	Cable Application	
4.1.2	System Conditions	
4.1.3	Anti-termite protection	
4.1.4	Fire Performance (indicate applicable IEC standards)	
4.1.5	Minimum Design Service Life	
4.1.2.1	Applicable Standards	
4.1.2.2	Continuous Operating Temperature	
4.1.2.2	Short Circuit Temperature (five seconds duration)	
4.2.2	Conductor	
4.2.3	Conductor Screen	
4.2.1.1	Insulation	
4.2.4.2	Insulation Application	
4.2.4.3	Insulation Colour	
4.2.5	Insulation Screen and Metallic Screen	
	4.2.5.1	

	4.2.5.2			
	4.2.5.3			
	4.2.5.4			
4.2.6.1	Separation sheath			
4.2.6.2	Armour			
4.2.7.1	Oversheath			
4.2.7.2	Embossing on Oversheath			
4.3	<ul style="list-style-type: none"> (a) Conductor nominal sectional area, mm² (b) Voltage Designation Conductor material & shape (c) Thickness of insulation, mm (d) Thickness of separation sheath, mm (e) Armour wire material & diameter, mm (f) Thickness of oversheath, mm (g) Approximate overall diameter, mm (h) Power frequency single phase test voltage, 5 min, kV Maximum conductor resistance, Q/km (i) Current carrying in air (j) Capacity In duct (k) Capacity in outdoor cable trays 			
4.4.1	Quality Assurance Plan			
4.4.2	Manufacturer's Declaration of Conformity to Reference Standards			
4.4.2	Copy of Manufacturer's ISO 9001:2008 Certificate			
4.4.3	Customer sales records and customer reference letters submitted to support the offer			
5.1	Test Standard			
5.1	Responsibility of carrying out tests			
5.2	<p>Copies of Type Test Certificates & Type Test Reports to IEC 60502-2</p> <ul style="list-style-type: none"> a) Bending test, followed by_ a partial discharge test b) Tan 5 measurement; c) Heating cycle test, followed by a partial discharge test; d) Impulse test, followed by a voltage test; e) Voltage test for 4 h 			
5.3	Tests to be witnessed by two KenGen Engineers at factory before shipment			
5.3	<p>Routine tests to IEC 60502-2</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> a) Measurement of the electrical resistance of conductors; b) Partial discharge test c) Voltage test. <p>2.Sample tests to IEC 60502-2</p> <ul style="list-style-type: none"> a) Conductor examination; b) Check of dimensions; c) Voltage test; </td> </tr> </tbody> </table>	Description	<ul style="list-style-type: none"> a) Measurement of the electrical resistance of conductors; b) Partial discharge test c) Voltage test. <p>2.Sample tests to IEC 60502-2</p> <ul style="list-style-type: none"> a) Conductor examination; b) Check of dimensions; c) Voltage test; 	
Description				
<ul style="list-style-type: none"> a) Measurement of the electrical resistance of conductors; b) Partial discharge test c) Voltage test. <p>2.Sample tests to IEC 60502-2</p> <ul style="list-style-type: none"> a) Conductor examination; b) Check of dimensions; c) Voltage test; 				

	d) Hot set test for XLPE insulation and elastomeric sheaths e) Verification of the length on a randomly selected drum	
5.4	No Sampling(Testing all the Cables)	
5.5	Inspection & test of cable during delivery before acceptance to KENGEN stores/site	
6.1	Cable Drums & Wooden Lagging	
6.2	Number of lengths on each Drum Total Length of Cable on all Drums	
6.3	Cable end plug sealing & securing on drum	
6.4	Marking on Cable Drum Flange	
7.1	Documents submitted with tender for evaluation	
7.2	Documents to be submitted by supplier to KENGEN for approval before manufacture Manufacturing capacity of similar cable (Qty per month)	
	Manufacturer's experience	
	Statement of compliance to Tender Specifications	
	Deviations from Tender Specifications	

.....

Manufacturer's Name, Signature, Stamp and Date

PRICE SCHEDULE FOR GOODS
SUPPLY OF 4800 METERS OF SINGLE-CORE 630MM2 ALUMINIUM POWER
CABLES (1600METERS PER PHASE)

Schedule:					
Item	DESCRIPTION	Brand & Country of Origin	QTY	UNIT PRICE	TOTAL PRICE
1	Supply and Delivery of 11kV Single Core 1x630mm2 Aluminium AWA PVC Sheathed Power Cables of 400m long per drum complete with the necessary support drum per cable (Total Length 4800meters)		12 Drums		
2	Cable Sealing ends and other necessary accessories		LOT		
3	Cable Termination/Lugs Kits for 630mm2 Aluminium Power Cables for both ends and two spares and other necessary termination/lugging accessories		30		
4	Cable Testing at the Manufacturer's Factory and at site prior to Delivery at Muhoroni Stores				
5	Cost of accommodation and internal travel costs for two KenGen engineers for minimum of five days to witness routine and special factory tests at manufacturer's factory				
				Sub-Total	
				Add 16% VAT	
	TOTAL DDP COST TO MUHORONI GAS TURBINE STORES				
Delivery period to Muhoroni Gas Turbines Stores					
Country of origin					
Manufacturer					
Warranty Period					
GRAND TOTAL					
Tenderer's Name (Authorized Person)					

Tenderer's Company Name _____

Signature & Rubber _____ Date _____
stamp

NOTES

In case of discrepancy between unit and total cost, the unit cost shall prevail.

Documentary evidence and brochures to prove that the items offered comply with the
Tender for Supply of Single-Core 630mm2 Aluminium Wire Armoured PVC Sheathed Power Cables for Muhoroni GT2

Technical Specifications **must** be provided with offer.

- The bids must be as per the Technical Specifications in the Tender Document. Bids that do not conform to the Technical Specifications shall be disqualified.

**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 (US D/KShs)

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

Name (s) of your banker (s).....

Branches Tel. No's.

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

Full names.....

Nationality..... Country of Origin.....

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

- 1.
- 2.

Company Profile (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 of2017.

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 of2017.

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 of2017.

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 of2017

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 **XX** years.

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

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

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

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

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

Part 2(j or k) – Declaration

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

Full names

Signature.....

For and on behalf of

M/s.....

In the capacity of

Dated this day of 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.