



KenGen

Kenya Electricity Generating Company Limited

KGN-HYD (tana)-01-2019

**TENDER FOR SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF INTEGRATED SOLAR POWERED
STREET LIGHTING COMPLETE WITH POLES FOR
SAGANA POWER STATION**

(RESERVED FOR YOUTH FIRMS ONLY)

**Kenya Electricity Generating Company PLC
Stima Plaza, Kolobot Road, Parklands
P.O. Box 47936, 00100
NAIROBI
Website www.kengen.co.ke**

January 2019

*Supply, Installation and Commissioning of integrated solar powered street lighting for Sagana
Power Station*

GUIDELINES TO PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. **“Appendix to Instruction to Tenderers”** customizes clauses under Section II. **Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.**
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid

No.	Documents forming part of the bid	Remarks												
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and Section III – General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.												
2	Duly filled mandatory business questionnaire with particulars of the supplier ,contractor and consultant and shall include: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">i. Name of supplier</td></tr> <tr><td style="padding: 2px;">ii. Registration details (ID/Registration/Incorporation Number)</td></tr> <tr><td style="padding: 2px;">iii. PIN Number</td></tr> <tr><td style="padding: 2px;">iv. List of directors, shareholders and beneficial owners(in case of a company)</td></tr> <tr><td style="padding: 2px;">v. Name of proprietor (for sole proprietor and business name)</td></tr> <tr><td style="padding: 2px;">vi. Name of partners (for partnerships)</td></tr> <tr><td style="padding: 2px;">vii. Business contact information (Telephone and Email Address)</td></tr> <tr><td style="padding: 2px;">viii. Postal Address</td></tr> <tr><td style="padding: 2px;">ix. Physical address</td></tr> <tr><td style="padding: 2px;">x. Tax compliance status</td></tr> <tr><td style="padding: 2px;">xi. Business permit /License number</td></tr> <tr><td style="padding: 2px;">xii. County of operations</td></tr> </table>	i. Name of supplier	ii. Registration details (ID/Registration/Incorporation Number)	iii. PIN Number	iv. List of directors, shareholders and beneficial owners(in case of a company)	v. Name of proprietor (for sole proprietor and business name)	vi. Name of partners (for partnerships)	vii. Business contact information (Telephone and Email Address)	viii. Postal Address	ix. Physical address	x. Tax compliance status	xi. Business permit /License number	xii. County of operations	
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x. Tax compliance status														
xi. Business permit /License number														
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4	Duly filled priced schedules	N/A												
5	Duly filled and signed Form of Tender in the format provided in the tender document	N/A												
6	Duly filled and signed declaration form in the form provided	N/A												
7	Bid document to be serialized/paginated on all pages													
8	Bidders are advised to use KenGen’ s tender document or ensure to align their bid to it													
9	Confirmation of a bid submission Original and Copy													

SECTION A: INVITATION FOR TENDERS

The Company invites sealed tenders from eligible **YOUTH FIRMS** for **Supply, installation, testing and commissioning of integrated solar powered street lighting complete with poles for Sagana power station** whose specifications are detailed in the Tender Document.

Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

Supply Chain Director,

Tel: (254) (020) 3666000

Fax: (254) (020) 3666200

Email: tenders@kengen.co.ke

cc: ekibathi@kengen.co.ke; wwanyang@kengen.co.ke; igichohi@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 documents are free of charge.

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

Tenders must be accompanied by a dully filled and signed tender securing declaration form and must be submitted in a plain sealed envelope marked **Tender for Supply, installation, testing and commissioning of integrated solar powered street lighting complete with poles for Sagana power station** and delivered to:

**Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company Limited
10th Floor, KenGen Pension Plaza 2,
P OBox 47936-00100
NAIROBI, KENYA.**

On or before: **26th February 2019 at 2.00 p.m.** Tenders will be opened on **26th February 2019 at 2.30 p.m.** in the presence of the Bidders' representatives who choose to attend at KenGen Pension Plaza 2, Tender Opening Room, Ground Floor.

KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately to any of the provided anonymous hotline service.

Call Toll Free: 0800722626

Free-Fax: 00800 007788

Email: kengen@tip-offs.com

Website: www.tip-offs.com

SUPPLY CHAIN DIRECTOR

Supply, Installation and Commissioning of integrated solar powered street lighting for Sagana Power Station

SECTION B

GENERAL INFORMATION

1. Eligible Tenderers

- 1.1 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 date specified in the tender documents.
- 1.2 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 Spare parts for goods under this Invitation for tender.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 All Goods to be supplied under the contract shall have their origin in eligible source countries
- 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.
- 2.3 The origin of the Goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

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

The Tender Document

4. Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
 - a) Invitation for Tenders
 - b) General information
 - c) General Conditions of Contract
 - d) Special Conditions of Contract
 - e) Schedule of Requirements & Technical Specifications
 - f) Tender Form and Price Schedules

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- g) Tender Security Form
- h) Contract Form
- i) Performance Security Form
- j) Bank guarantee for advance payment
- k) Mandatory business questionnaire
- l) Tender securing declaration form
- m) Previous experience form

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.

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than **seven (7) days** prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entity response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

6. Amendment of Documents

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.

6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

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.

Preparation of Tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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.

8. Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components:

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- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9,10 and 11 below
- (b) Documentary evidence established in accordance with paragraph 12 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 13 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 14

9.Tender Form

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.

10.Tender Prices

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

10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (ii) Charges for inland transportation, insurance, and other local costs incidental to delivery goods to their final destination.

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 22.

11.Tender Currencies

11.1 Prices shall be quoted in the following currencies:

- (a) For services that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For services that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12. Tenderers Eligibility and Qualifications.

- 12.1 Pursuant to paragraph 1 of section B, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 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 I of section B.
- 12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish 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.

13. Goods' Eligibility and Conformity to Tender Document.

- 13.1 Pursuant paragraph 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.
- 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 a certificate of origin issued at the time of shipment.
- 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 characteristics of the Goods
 - (b) A list giving full particulars, including available sources 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; and
 - (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 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.

14. Tender Security

14.1 **The tenderer shall furnish, as part of its tender, a Tender Security for the amount of 2% of the tender value.**

14.2 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 14.7

14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.

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

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

14.7 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 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Kenya Electricity Generating Company Limited, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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 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.

16.Format and Signing of Tender

16.1 The tenderer shall prepare **THREE** 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.

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 unamended printed literature, shall be initialled by the person or persons signing the tender.

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 initialled by the person or persons signing the tender.

Submission of Tenders

17.Sealing and Marking of Tenders

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.

17.2 The inner and outer envelopes shall :

(a) be addressed to the Procuring entity at the following address:

**Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company PLC,
10th Floor, KenGen Pension Plaza 2,
Kolobot Road, Parklands,
P.O. Box 47936, 00100
NAIROBI.**

(b) Bears the name, "**KGN-HYD(tana)-01-2019 -Tender for Supply, Installation, Testing And Commissioning Of Integrated Solar Powered Street Lighting Complete With Poles For Sagana Power Station**" 'The Invitation for tenders (IFT),and the words: "**DO NOT OPEN BEFORE 26th February 2019 at 2.00 p.m.**" 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".

17.3 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring *Supply, Installation and Commissioning of integrated solar powered street lighting for Sagana Power Station*

entity will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 not later than **26th February 2019 at 2.00 p.m**

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 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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 prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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 14.7

Opening and Evaluation of Tenders

20. Opening of tenders.

20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **at 26th February 2019 at 2.30 p.m.** KenGen Pension Plaza 2, Tender Opening Room, Ground Floor, Stima Plaza, Phase III, Kolobot Road, Parklands. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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 Kenya Electricity Generating Company Limited, at its discretion, may consider appropriate, will be announced at the opening.

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

23. Evaluation and Comparison of Tenders

- 23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 The Procuring entity's evaluation of a tender will exclude and not take into account:
- (a) in the case of Goods manufactured in Kenya or Goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the Goods if a contract is awarded to the tenderer; and
 - (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the Goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods,
- 23.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:
- (a) delivery schedule offered in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (c) the cost of components, mandatory spare parts, and service;
 - (d) the availability in Kenya of Goods and after-sales services for the equipment offered in the tender;
- 23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:
- (a) Delivery schedule.

- (i) The Procuring entity requires that the Goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

Award of Contract

25.Post-qualification

- 25.1 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.
- 25.2 The determination will take into account the tenderer financial, technical, and production

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capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

- 25.3 An affirmative 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.

26. Award Criteria

26.1 Subject to paragraph 10,23 and 28 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.

27. Procuring entity's Right to Vary quantities

- 27.1 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.

28. Procuring entity's Right to Accept or Reject Any or All Tenders

- 28.1 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.

29. Notification of Award

- 29.1 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.

29.2 The notification of award will constitute the formation of the Contract.

30. Signing of Contract

30.1 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.

30.2 Within thirty (30) days of receipt of contract form, the successful tenderers shall sign and date the contract and return it to the preparing entity.

31. Performance Security

31.1 Within fifteen (15) days of the receipt of notification of award from 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.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and

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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.

32. Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing 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;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

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
<i>Tender Eligibility</i>	<i>Open to Youth</i>
<i>Tender closing date</i>	<i>Tender closing Date, 26th February 2019 at 2.00 p.m</i>
<i>Tender Validity</i>	The validity period of the tender shall be 120 days <u>after</u> the date of opening of the tender.
<i>No of Copies</i>	The Tenderer shall prepare two copies of the tender , clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. The Tenderer MUST ensure Sequential pagination/serialization of all pages in the tender document, Sec.74.1.i. of the PPADA, 2015.
<i>Evaluation Criteria</i>	<p><i>The following shall be the evaluation Criteria of the Tender:</i></p> <p>A) Mandatory Requirements</p> <ul style="list-style-type: none"> ➤ <i>Duly filled, signed and completed Mandatory Business Questionnaire as provided.</i> ➤ <i>Certificate of Incorporation</i> ➤ <i>Registration in the Target group by National treasury or Target group.</i> ➤ <i>Tender Securing Declaration Form as provided.</i> ➤ <i>Duly completed tender form</i> ➤ <i>Duly completed price schedule</i> ➤ <i>Valid Tax Compliance Certificate</i> ➤ <i>Technical datasheets and catalogs that have highlighted the products they intend to supply.</i> ➤ <i>1 year warranty period</i> <p>Only tenderers who meet the preliminary requirements shall be subjected to technical evaluation</p> <p>B) Technical Requirements</p> <ul style="list-style-type: none"> ➤ <i>Duly filled technical specifications form (Attach datasheet/ Brochure of all the components)</i> ➤ <i>Delivery period</i> <p>Only tenderers who meet the technical requirements shall be subjected to financial evaluation</p>

	<p><i>c)Financial Evaluation</i></p> <p>➤ <i>The lowest evaluated bidder will be considered for the award of the tender.</i></p>
<i>Due Diligence</i>	<i>KenGen shall conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i>
<i>Performance Security</i>	<i>The contractor shall obtain a Performance Bond in form of an On Demand Bank Guarantee of 1% contract price.</i>

SECTION C

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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, 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.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced.

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

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the General Conditions.

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, 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.

5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the
Supply, Installation and Commissioning of integrated solar powered street lighting for Sagana Power Station

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.

6. Patent Rights

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.

7. Performance Security

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.

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

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 Procuring entity, in the form provided in the tender documents.

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.

8. Inspection and Tests

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.

8.2 The inspections and tests may be conducted on 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.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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 Goods having previously been inspected, tested, and passed by the Procuring entity or its representative

prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

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.

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.

10. Delivery and Documents

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

11. Insurance

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

12. Payment

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.

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

13. Prices

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.

14. Assignment

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.

15. Subcontracts

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.

16. Termination for Default

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.

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, Goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar Goods

17. Liquidated Damages

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 Goods up to a maximum deduction of 10% of the delayed Goods. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes

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

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.

19. Language and Law

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.

20. Force Majeure

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

SECTION D

SPECIAL CONDITIONS OF CONTRACT

Definitions

(a) “Goods and services ” means “**Supply, installation, testing and commissioning of integrated solar powered street lighting complete with poles for Sagana power station**”

(b) The “Procuring entity” is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936 - 00100 GPO, Nairobi. Kenya** and includes the Purchaser's legal representatives successors or assigns.

Applications

2.1 The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Performance Security

3.1 The Performance Security shall be in the amount of **1% of the Contract Price**.

3.2 The Procuring Entity shall not be required to demonstrate the loss it has suffered.

3.3 Performance Security shall be valid for a minimum of 60 days after shipment in case of foreign suppliers and, a minimum of 30 days after delivery in case of Local Suppliers.

3.4 Performance Security for Foreign Suppliers shall be discharged by the Procuring Entity and returned to the Suppliers not earlier than 60 days after the date of shipment. For Local Suppliers it shall be discharged after proof of satisfactory delivery and acceptance of the goods under the contract

Payment Terms & Conditions

The credit period shall be:-

12.1(a) For **Local Suppliers**, Kenya Electricity Generating Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced goods has been delivered and is in accordance with the contract.

12.2 (a) For Local Suppliers

Payment shall be made through Kenya Electricity Generating Company's cheque or telegraphic transfer for the amount of contract.

SECTION E

SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 31.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CFR, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CFR terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

- (i) Delivery of the goods and service to be made to our Sagana Power station (Nyeri County) within **four (4) months after tender award** and **must** be for a complete schedule.
2. Detailed drawings to be submitted for approval within **3 weeks** of notification of award of contract. Approval shall be granted within a **2 weeks** after receipt of acceptable design.

A bid for an incomplete schedule will be considered non-responsive.

SECTION F

TECHNICAL SPECIFICATION

Applicable standards

- (i) IEC62471, CE & ROHS certification for the lighting system.
- (ii) IEC61730, IEC61215, IEC60904, CE and PV Cycle for panels
- (iii) IEC 61683, IEC62109, EN50524, EN50530, UL1741 for inverters
- (iv) IEC 60228 for cables

Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

5.1 TECHNICAL SPECIFICATIONS FOR SUPPLY INSTALLATION, TESTING AND COMMISSIONING OF INTEGRATED SOLAR POWERED STREET LIGHTING FOR SAGANA POWER STATION.

Bidders are expected to state their specifications against the ones stated in Schedule 1 below.

The specification stated herein are the minimum requirements expected to be met by the bidders. All the specifications stated by the bidder shall be accompanied by a datasheets of the same. Data sheets, brochures and catalogs shall be highlighted to show the specific item being offered.

Lighting

- i. The light shall be LED with a minimum rating of 60 W or at least 120 Lumens /watt efficiency.
- ii. Full power discharge time shall be at least 12hours per day.
- iii. The lamp shall have high lighting efficiency and PV panel conversion
- iv. Chip technology: The LED shall be of CREE or its equivalence technology.
- v. LED Illumination: Each lamp shall be greater than 0.5 Lux/watt perpendicular from the height of 6m or correlated. The beam angle shall be equal to $120^0 (\pm 20^0)$.
- vi. The life span of the LED bulb shall operate for a minimum of 50,000 hours.
- vii. Each LED shall have a Color Rendering Index (CRI) greater than 70 and the color temperature (CCT) must be at least 5000K.
- viii. Warranty: The Lamp shall come with a warranty of 5 years.
- ix. Protection against adverse conditions. The lamp shall be of IP65 degree of protection.

Solar panel

- i. The solar panel shall be Monocrystalline or polycrystalline.
- ii. The solar panel shall guarantee efficient PV panel conversion of at least 18% exchange rate.
- iii. Surface treatment shall be guaranteed to ensure corrosion resistance and ageing resistance.

Battery

- i. Battery shall be LiFePO4 lithium with 5 Years Lifetime.
- ii. Battery capacity range shall be at least 60Ah.
- iii. The LED lamp set shall have a battery rating that can sustain its operation for at least 2 days of autonomy.
- iv. Battery operating temperature range shall be -20 to +60°C.

Solar Charger Controller

- i. The lighting system shall have automatic dusk to dawn function.
- ii. The charge controller shall manage the power generated by the solar module to ensure it does not overcharge the battery.
- iii. The charge controller shall also ensure that the connected loads don't over-discharge the battery, thereby damaging it.
- iv. The charge controller shall manage the system operation.
- v. Protection: Controller shall provide Reverse polarity protection, Lightning protection and Overload protection.
- vi. The controller shall have LEDs for status indication.

Street Light Pole

- i. Type of Pole: The poles shall be of Hot Galvanized steel with minimum DFT of 80 micron.
- ii. The street light pole shall be tapered at the top. The top end of all poles shall be rounded off and sealed completely.
- iii. Pole Diameter: The outside diameter of bottom section shall be a minimum 189mm. The outside diameter of middle section shall be a minimum 114mm. The outside diameter of top section shall be a minimum 89mm.
- iv. Height of Pole: The height of the pole shall be at least 6meters from the base.
- v. Pole Thickness: The bidder shall calculate the pole thickness based on the load of the lighting fixture. However, it shall not be less than 4mm.

Inspection and Testing:

- The client shall inspect the integrated LED Solar powered light fittings and poles before shipment to site to ascertain the quality and functionality.
- Testing shall be conducted by the bidder and client to prove 12 hours discharge of the lamps and Battery capability before delivery to Sagana Power Station.
- The bidder shall provide all necessary equipment for the said inspection and testing

General information.

Sagana Power station is located 140km from Nairobi City along the Nairobi -Nyeri road, in Nyeri County, Kenya.

(a) **KENGEN**

KenGen is a limited liability company with physical location stated below:

Supply, Installation and Commissioning of integrated solar powered street lighting for Sagana Power Station

- Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936 - 00100 GPO, Nairobi. Kenya.

(b) KenGen requires the Supply, Installation and Commissioning of integrated solar powered street lighting for Sagana Power Station.

Tenderers shall complete the technical schedule in its entirety at the time of tendering. The schedule is extracted from the main specifications. Refer to the main specification for details.

Note 1: The tenderer is expected to indicate, as the case may apply,

- Equipment rating, features, standards used, etc.

Note 2: The contractor shall provide clearly highlighted brochures, datasheets, detailed drawings, as reference documents that shall clearly show the equipment offered, associated features indicated in the technical schedule.

ITEM	DESCRIPTION	REQUIREMENT/ SPECIFICATION	BIDDER'S RESPONSE
1.	Integrated Solar Street Light	Manufacturer	
		Model or Brand	
		Type of Battery	
		Lamps full power discharge time. <i>(At least 12 hours, Test shall be done before delivery to Sagana is made)</i>	
		Chip technology <i>(Shall be of Cree or its equivalence technology).</i>	
		Solar Panel <i>(The solar panel shall be Monocrystalline or polycrystalline).</i>	
		Solar PV panel guaranteed conversion exchange rate.	
		LED Illumination <i>(Each lamp shall be greater than 0.5 Lux/watt perpendiculars from the height of 6m.</i>	
		<i>The life span of the LED bulb shall operate for a minimum of Minimum of 50,000 hours</i>	
		<i>Correlated Color Temperature CCT (must be at least 5000K)</i>	
		Control system <i>(The lighting system shall have</i>	

Supply, Installation and Commissioning of integrated solar powered street lighting for Sagana Power Station

		<i>automatic dusk to dawn function.)</i>	
		Protection against adverse conditions. <i>(The lamp shall be of IP65 degree of protection).</i> Compliance certificate must be attached.	
		Warranty <i>(warranty of 5 years)</i>	
2	Street Light Pole	Type of Pole Galvanized Iron <i>(Minimum DFT of 80 micron).</i>	
		Height of Pole <i>(at least 6meters from the base).</i>	
		Pole Thickness <i>(not be less than 4mm)</i>	
3	Inspection	<i>The client shall inspect the lamps and poles before shipment to site to ascertain the quality of poles manufactured.</i>	
		<i>Testing shall be conducted by the bidder and client to prove 12 hours discharge of the lamps and Battery capability before final payment.</i>	
		<i>The bidder shall provide all necessary equipment for the said inspection.</i>	
4	Pole erection	<i>The bidder shall do all the necessary civil works for erection of the street lighting poles. KenGen shall certify the above.</i> <i>The street lighting poles shall be mounted on a plinth of 20cm height above the ground.</i>	

Technical specifications /Deviations if any **shall be highlighted** for each item quoted

SECTION G

PRICE SCHEDULE FOR GOODS

INTEGRATED SOLAR STREET LIGHTING FOR SAGANA POWER STATION

Item	Description	Quantity	UoM	Rate (KSH)	VAT	Amount (KSH)
1	Supply of Integrated solar street light. Delivered to Sagana Power Station.	30	Pcs			
2	Supply of street lighting poles. Delivered to Sagana Power Station.	30	Pcs		0	0
3	Erection and installation of street lighting poles.	30	LOT			
4	Inspection and Testing and commissioning	-	LOT			
TOTAL						

TENDERER'S NAME: _____

TENDERER'S SIGNATURE _____

COMPANY'S RUBBER STAMP _____

DELIVERY PERIOD _____

WARRANTY PERIOD _____

SECTION H
TENDER FORM

To: **The Kenya Electricity Generating Company PLC**
Stima Plaza Phase III, Kolobot Road, Parklands
P. O. Box 47936,
Nairobi, KENYA

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos.....
The receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Installation and commissioning of integrated solar powered street lighting for Sagana Power Station**
in conformity with the said tender documents for the sum
of.....or such
other sums as may be ascertained in accordance with the Schedule of Prices attached herewith
and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by The Kenya Electricity Generating Co. Ltd.

We agree to abide by this Tender for a period of **240 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.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorised to sign tender for and on behalf of _____

SECTION I

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between.....[*name of Procurement entity*] of.....[*country of Procurement entity*] (hereinafter called “the Procuring entity”) of the one part and..... [name of tenderer] of..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz., **INTEGRATED SOLAR POWERED STREET LIGHTING FOR SAGANA POWER STATION**..... [brief description of goods] and has accepted a tender by the tenderer for the supply of those goods 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 & site plan drawings*
 - (d) *the General Conditions of Contract;*
 - (e) *the Special Conditions of Contract; and*
 - (f) *the Procuring entity’s Notification of Award.*
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 provision 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, sealed, delivered by _____ the _____(for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of_____

SECTION J

PERFORMANCE SECURITY FORM

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] 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:

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 figures], 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 your 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_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SECTION K

BANK GUARANTEE FOR ADVANCE PAYMENT

To:
[name of Procuring entity]

[name of tenderer]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,.....

[name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of.....

[amount of guarantee in figures and words].

We, the.....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

.....

[amount of guarantee in figures and words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until[date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SECTION L

MANDATORY BUSINESS QUESTIONNAIRE

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

Name of Applicant(s).....

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

Part 1 – General

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

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
Value Added Tax
No.....
Value of the largest single assignment you have undertaken to date (*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)

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 of2019.

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 of2019.

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 thisday of2019.

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 thisday of2019

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							
3							
4							

Part 2(i or j) – 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 _____ 2019.
Suppliers' / Company's Official Rubber Stamp
.....

SECTION M

TENDER SECURING DECLARATION FORM

TENDER No.....DESCRIPTION.....

We, the undersigned declare that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of three(3) years upon approval by PPARB, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,

- (i). Fail or refuse to execute the Contract, if required, or
- (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty (30) days after the expiration of our Tender.

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

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

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

[insert complete name of Tenderer]-----

Dated on _____
day of _____, _____ *[Insert date of signing]*

Corporate Seal (where appropriate)