



# **KenGen**

**KENYA ELECTRICITY GENERATING COMPANY LIMITED**

**KGN-HYD-011-2017**

**TENDER FOR SUPPLY, INSTALLATION AND  
COMMISSIONING OF SUBMERSIBLE  
DEWATERING PUMP FOR  
MASINGA POWER STATION  
(OPEN NATIONAL)**

**Kenya Electricity Generating Company Ltd  
Stima Plaza, Kolobot Road, Parklands  
P.O. Box 47936, 00100  
NAIROBI**

**APRIL, 2017**

## SECTION A: INVITATION TO TENDER

The KENYA ELECTRICITY GENERATING COMPANY invites sealed tenders from reputable suppliers for submersible pumps whose specifications are detailed in the Tender Documents. Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director

Tel: (254) (020) 3666000

Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) c.c: [skimani@kengen.co.ke](mailto:skimani@kengen.co.ke); [itarus@kengen.co.ke](mailto:itarus@kengen.co.ke)  
[mmaluki@kengen.co.ke](mailto:mmaluki@kengen.co.ke)

Where the tender document may be collected upon payment of a non-refundable fee of **KShs.1,000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website [www.kengen.co.ke](http://www.kengen.co.ke) and [www.suppliers.treasury.go.ke](http://www.suppliers.treasury.go.ke). Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded documents are free of charge. *Bidders are advised to be keen on the information provided under the Appendix to Instructions to Tenderers (A.I.T.T.) and the Special conditions of the Contract (S.C.C.)*.

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

Tenders MUST be accompanied by a **Bid security** in the form and amount specified in the tender documents, and must be submitted in a plain sealed envelope and marked "**SUPPLY, INSTALLATION AND COMMISSIONING OF SUBMERSIBLE PUMP FOR MASINGA POWER STATION**" and addressed to:

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

On or before: **29<sup>th</sup> May 2017 at 2.00 p.m.**

**There will be a mandatory site visit at Masinga Power Station on 10<sup>th</sup> May 2017 as from 10.00 a.m.**

Tenders shall be opened at **29<sup>th</sup> May 2017 at 2.30 p.m.** in the presence of the tenderers' representatives, who choose to attend, Stima Plaza III, Executive Committee Room, 7<sup>th</sup> Floor. The company reserves the right to vary the quantities

**SUPPLY CHAIN DIRECTOR**

# **SECTION B: INSTRUCTIONS TO TENDERERS.**

## **Introduction**

### **1. Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described 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 Procurement entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the submersible pumps under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2. Eligible Submersible Pump**

- 2.1 The submersible pump to be supplied under the contract shall have its origin in eligible source countries.
- 2.2 For purposes of this clause, “origin” means the place where the submersible pump is produced.
- 2.3 The origin of the submersible pump is distinct from the nationality of the tenderer.

### **3. Cost of Tendering**

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Procurement entity, shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The Tenderer, at the Tenderer’s own responsibility and risk and cost, must visit and examine the Site of the works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works.

## The 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.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Bill of quantity-Price schedules
- (v) Tender Form
- (vi) Tender Security Form
- (vii) Contract Form
- (viii) Performance Security Form
- (ix) Manufacturers authorization Form
- (x) Drawings

4.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications, technical schedules and drawings/pictures 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 shall be at the tenderers risk and may result in the rejection of its tender.

4.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as “private and confidential”.

### 5. Clarification of Tender Documents

5.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by email 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 entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”.

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

## **6. Amendment of Tender Documents**

- 6.1 At any time prior to the deadline for submission of tenders, Procurement 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 issuing and addenda.
- 6.2 Any Addendum will be notified in writing or by email or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Procurement entity, at its discretion, may extend the deadline for the submission of tenders
- 6.4 If during the period of tendering, any circular letters (tender notices) shall be issued to tenderers by, or on behalf of, the Employer setting forth the interpretation to be placed on a part of the tender documents or to make any change in them, such circular letters will form part of the tender documents and it will be assumed that the tenderer has taken account of them in preparing his tender. The tenderer must promptly acknowledge any circular letters he may receive.

## **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 Procurement entity, shall be written in English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

### **8. Documents Comprising the Tender**

- 8.1 The tender prepared by the tenderer shall comprise the following components:
  - (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 submersible pump to be supplied by the tenderer is eligible and conforms to the tender documents; and
- (d) Tender security is furnished in accordance with paragraph 14
- (e) Other documents required to be completed and submitted in accordance with the Instructions to Tenderers embodied in these tender documents.

## **9.Tender Form**

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

## **10.Tender Prices**

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

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

10.3 Prices quoted by the tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to paragraph 22.

## **11.Tender Currencies**

11.1 Prices shall be quoted in the following currencies:

- (a) For a submersible pump that the tenderer shall supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For a submersible pump that the tenderer shall 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 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and qualifications to perform the contract if it's tender is accepted.

12.2 The documentary evidence of the tenderers qualifications to perform the contract if tender is accepted shall establish to Procurement entity's satisfaction that the tenderer has the financial, technical, and production capability necessary to perform the contract effectively.

To be eligible for award of the contract, tenderers shall provide evidence satisfactory to the Employer, of their capacity and adequacy of resources to carry out the contract effectively. Schedule of works of a similar nature satisfactorily carried out by the tenderer in the last five years should be provided as per attached format to the form of tender.

## **13. Eligibility and Conformity to Tender Document.**

Pursuant to paragraph 2 of this section, the tenderer shall furnish, as part of tender, documents establishing the eligibility and conformity to the tender documents of the submersible pump that the tenderer proposes to supply under the contract.

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

The documentary evidence of conformity of the submersible pump to the tender documents. Specification 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 submersible pump;
- (b) Clause-by-clause commentary on Procurement entity's Technical Specifications demonstrating substantial responsiveness of the submersible pump and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to paragraph 13.3(b) above, the tenderer shall note that standards for, material, and quality, as well as references to brand names or catalogue numbers designated by 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 the tender, provided that they demonstrates to 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 his tender, a Tender Surety in the amount stated in the Appendix to Instructions to Tenderers.
- 14.2 The tender security is required to protect Procurement 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 Procurement 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 shall be rejected by Procurement entity as non-responsive, pursuant to paragraph 22.
- 14.5 Unsuccessful Tenderer's tender security shall 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 Procurement entity.
- 14.6 The successful Tenderer's tender security shall be discharged upon the tenderer signing the contract, pursuant to paragraph 32, and furnishing the performance security, pursuant to paragraph 33.
- 14.7 The tender security may be forfeited:
- (a) If a tenderer withdraws tender during the period of tender validity specified by Procurement 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 32  
or
    - (ii) To furnish performance security in accordance with paragraph 33.

## 15. Validity of Tenders

Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by Procurement entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by Procurement entity as non-responsive.

In exceptional circumstances, Procurement 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 shall not be required nor permitted to modify its tender.

## **16. Format and Signing of Tender**

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.

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. Written power-of-attorney accompanying the tender shall indicate the later authorization. The person or persons signing the tender shall initial all pages of the tender, except for un-amended printed literature.

The tender shall be without alterations, 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.

## **Submission of Tenders**

### **17. Sealing and Marking of Tenders**

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.

The inner and outer envelopes shall:

- (a) Be addressed to Kenya Electricity Generating Company Ltd at the following address:

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

Bear, "**SUPPLY, INSTALLATION AND COMMISSIONING OF SUBMERSIBLE PUMP FOR MASINGA POWER STATION**" the Invitation for tenders (IFT), and the words: “**DO NOT OPEN BEFORE 29<sup>th</sup> May 2017 at**

**2.00 p.m.**

- 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”.
- 17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, procurement entity shall assume no responsibility for the tender’s misplacement or premature opening.

## **18. Deadline for Submission of Tenders**

Tenders must be received by Kenya Electricity Generating Company Ltd at the address specified under paragraph 17.2 and on the date and time specified.

Tenders delivered by hand must be in the office of the Employer before the deadline for Tender submission.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

The procurement 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 Kenya Electricity Generating Company Ltd and candidates previously subject to the deadline shall thereafter be subject to the deadline as extended.

Any tender received by the procurement entity after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

## **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 Procurement entity 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.

19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Security.

## **Opening and Evaluation of Tenders**

### **20. Opening of Tenders**

The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 At the tender opening, the procurement entity shall announce tenderers' names, tender modifications or withdrawals, tender prices, discounts, if any, the presence or absence of requisite tender security and such other details as Procurement entity, at its discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

20.3 Procurement entity shall prepare minutes of the tender opening.

### **21. Clarification of Tenders**

21.1 To assist in the examination, evaluation and comparison of tenders Procurement 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.

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

## **22. Preliminary Examination**

22.1 Prior to detailed examination of tenders, Procurement entity shall carry out a preliminary to determine completeness of the submissions to enable detailed assessment for responsiveness. This examination shall be based on submitted documents listed under paragraph 19.6

## **23. Technical Evaluation**

Technical evaluation shall be carried out only on tenders determined to be responsive to the preliminary examination.

## **24. Price Evaluation**

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

24.2 Procurement 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 the tenderer.

24.3 Prior to the detailed evaluation, pursuant to paragraph 23, Procurement entity shall 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. Procurement entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

24.4 If a tender is not substantially responsive, it shall be rejected by Procurement entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 25. Evaluation and Comparison of Tenders

25.1 Procurement entity shall evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 23.

25.2 Procurement entity's evaluation of a tender shall exclude and not take into account:

- (a) In the case of a submersible pump manufactured in Kenya or a pump of foreign origin already located in Kenya, sales and other similar taxes, which shall be payable on the pump 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.

25.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the submersible pump 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 pump.

25.4 Procurement entity's evaluation of a tender shall take into account, in addition to the total tender price and the price of incidental services, the following factors:

- (a) The cost of components, mandatory spare parts and service of the submersible pump offered.
- (b) Delivery schedule offered in the tender and guaranteed period.
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) Previous experience in the supply of large submersible water pumps;
- (d) Details on after sales support including supply of spares for similar pumps implemented in the past.
- (e) A proof in form of certificate, from the original manufacturer of the pump giving authority to the tenderer to make the offer.
- (f) Equipment supplied viz quality, model and country of origin. Catalogues/brochures detailing the models and all the relevant/comprehensive information/data for the pump to be supplied shall be appended.
- (g) Full compliance with technical specifications in terms of discharge, Maximum Head and technical support.

Only reputable internationally recognized models shall be considered and the pump model and country of origin must be stated in the tender.

Pursuant to paragraph 23 the following **evaluation methods shall be applied:**

**(a) Deviation in payment schedule.**

Tenderers shall state their tender price for the payment schedule outlined in the special conditions of contract. Tenders shall be evaluated on the basis of this price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Procurement entity may consider the alternative payment schedule offered by the selected tenderer.

**(b) Delivery schedule**

The procurement entity requires that pump under the invitation for Tenders shall be delivered at the time specified in the schedule of requirements. Tenders offering deliveries longer than the procurement entity's required delivery time shall be treated as non-responsive and rejected.

**(c) Spare parts and after sales service**

Tenderers must offer items with service and spare parts backup. Documentary evidence and locations of such backup must be given.

**26. Contacting Procurement entity**

Subject to paragraph 21, no tenderer shall contact Procurement entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

**Award of Contract**

**27. Post-qualification**

27.1 In the absence of pre-qualification, Procurement entity will award the Contract to the tenderer whose tender is determined to be responsive to the tender documents and who has offered the lowest evaluated tender price and possessing the capability and resources to effectively carry out the Contract Works.

27.2 The determination shall take into account the tenderer financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12, as well as

such other information as Procurement entity deems necessary and appropriate.

- 27.3 An affirmative determination shall be a pre-requisite for award of the contract to the tenderer. A negative determination shall result in rejection of the Tenderer's tender, in which event Procurement entity shall proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **28. Award Criteria**

Subject to paragraph 10,23 and 28 Procurement entity shall 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.

## **29. Procurement entity's Right to Vary quantities**

Procurement entity reserves the right at the time of contract award to increase or decrease the quantity of the submersible pumps originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **30. Procurement entity's Right to Accept or Reject Any or All Tenders**

Procurement 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 Procurement entity's action.

## **31. Notification of Award**

Prior to the expiration of the period of tender validity, Procurement entity shall notify the successful tenderer in writing that its tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Award") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the procurement entity will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract

The notification of award shall constitute the formation of the Contract.

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 33, Procurement entity shall promptly notify each unsuccessful Tenderer and shall discharge its tender security, pursuant to paragraph 14.5

### **32. Signing of Contract**

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

Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Procurement entity.

### **33. Performance Security**

Within thirty (30) days of the receipt of notification of award from Procurement 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 Procurement entity.

Failure of the successful tenderer to comply with the requirement of paragraph 32 or paragraph 33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Procurement entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **34. Corrupt Fraudulent Practices**

32.1 Procurement entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, Procurement 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
  - (iii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Procurement 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 Procurement entity of the benefits of free and open competition;
- (b) Shall 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) Shall 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 for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
1.1.1	<b>This is a Open National Tender</b>
5.1.1	The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than <b>Five (5) days</b> prior to the deadline for the submission of tenders
14.1.1	Tender Security is <b>Ksh. 100,000.00.</b> (One hundred thousand) or in freely convertible currency
20.1.1	Tender closing date will be on <b>29<sup>th</sup> May 2017 at 2.00 p.m.</b>
Mandatory Site Visit	<b>10<sup>th</sup> May 2017 as from 10.00 a.m. at Masinga Power Station</b>

22.1	<p><i>The following shall be the evaluation Criteria</i></p> <p><b>A) Mandatory Preliminary Requirements shall include the following:</b></p> <ul style="list-style-type: none"> <li>➤ Duly filled Form of Tender</li> <li>➤ Tender security submitted as per tender requirement</li> <li>➤ Tender questionnaire duly completed</li> <li>➤ Confidential business questionnaire duly completed and attached</li> <li>➤ Mandatory site visit (Must attend on the tender site visit date)-attach site visit copy.</li> <li>➤ Price Schedule duly completed</li> <li>➤ Certificate of incorporation/Registration-attach a copy</li> <li>➤ Valid Tax compliance certificate(For local suppliers)-attach a copy</li> <li>➤ Valid VAT Certificate (For local suppliers)-attach a copy</li> <li>➤ Valid Local Authority/Trade License(For local suppliers)-attach a copy</li> <li>➤ Audited Financial Statements/Accounts for the last two (2) years-attach copies. The current ratio should be 2:1.</li> <li>➤ Joint Venture agreement where applicable</li> <li>➤ Manufacturer's authorisation for the dewatering pump</li> <li>➤ Power of attorney in case of Joint Ventures</li> <li>➤ Firm's experience on supply, installation and commissioning of similar pumps over the last five (5) years-attach document from firms where similar projects have been executed successfully</li> <li>➤ Warranty</li> </ul>
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	<p><b>B) Technical Evaluation Criteria</b>  Compliance to technical specifications as stipulated In the <b>(table below)</b>. The technical evaluation shall follow a YES/NO Scoring technique on the various technical parameters</p> <p><b>C) Financial Evaluation</b></p> <ul style="list-style-type: none"> <li>➤ This will take into account the bidder’s tender price after subjecting the bid to preliminary and technical evaluation.</li> <li>➤ The financial evaluation will also take into account, in addition to the tender price and the price of incidental services, the following factors: <ul style="list-style-type: none"> <li>a) deviations in payment schedule from that specified</li> <li>b) in the Special Conditions of Contract; the cost of components, mandatory spare parts, and service;</li> </ul> </li> </ul> <p>At the conclusion of the financial evaluation, KenGen will seek to establish the substantially responsive tender that will be determined to be the lowest evaluated, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily</p>
33.1.1	Performance Security 10%
34.1	<p><b><i>KenGen adheres to high standards of integrity in its business operations.  Report any unethical behavior immediately to any of the provided anonymous hotline service.</i></b></p> <p><b><i>1) Call Toll Free: 0800722626  2) Free-Fax: 00800 007788  3) Email: kengen@tip-offs.com  4) Website: www.tip-offs.com</i></b></p>

## TECHNICAL EVALUATION

This evaluation will examine submitted documents listed under clause 25 for compliance to specifications as stipulated in the tender document covering , but not limited to the following :-

ITEM	TENDER REQUIREMENT	DETAILS IN OFFER.
1.	Examination of Technical schedules/Bill of quantities duly completed.	
2.	Method statement on how the Tenderer intends to execute the works. A detailed work program to be submitted with time lines.	
3.	Tenderer's technical capability. Tenderer to submit document describing experience and previous works completed	
4.	Detailed installation design drawings for pump, delivery side to precisely couple to the existing structures in the dewatering pit in regard to the 3-inch twin guide pipes and the entry to the duck foot.	
5.	Completion certificates of similar works successfully undertaken in the past (5) years	
6.	Compliance to technical specifications and requirements of the tender.	
7.	Manufacturers' manuals clearly marked/highlighted showing but not limited to details of Make, models, Operation performance curves , weight, delivery connections, rating of the pump and motor, of the offered dewatering pump.	
8.	Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last 2 years. Ratio The current ration should be a minimum of 2:1	
9.	Materials of the impellers, pump casings, stator housing	

# Section C-Conditions of Contract

## PART I- GENERAL CONDITIONS

### 1. Definitions

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

- (a) “The Contract” means the agreement entered into between Procurement 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 tenderer” means the individual or firm supplying the submersible pump under this Contract.
- (d) The procurement entity means the organization purchasing the goods under this contract

### 2. Application

2.1 These General Conditions shall apply in all Contracts made by Procurement entity for the procurement of the submersible pump.

### 3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the submersible pump was produced or manufactured.

3.2 The origin of the submersible pump is distinct from the nationality of the tenderer.

### 4. Standards

4.1 The submersible pump supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

## **5. Use of Contract Documents and Information**

- 5.1 The tenderer shall not, without Procurement 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 Procurement 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 Procurement 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 property of Procurement entity and shall be returned (all copies) to Procurement entity on completion of the Tenderer's performance under the Contract if so required by Procurement entity.

## **6. Patent Rights**

- 6.1 The tenderer shall indemnify Procurement entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the submersible pump or any part thereof in Kenya.

## **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Procurement 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 Procurement 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 Procurement 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 Procurement entity, in the form provided in the tender documents.
- 7.4 The performance security shall be discharged by Procurement 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 Procurement entity or its representative shall have the right to inspect and/or to test the submersible pump to confirm its conformity to the Contract specifications. Procurement 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 submersible pump's 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 Procurement entity.
- 8.3 Should inspected or tested submersible pump fail to conform to the Specifications, Procurement entity may reject the submersible pump, and the tenderer shall either replace the rejected submersible pump or make alterations necessary to meet specification requirements **free of cost** to Procurement entity.
- 8.4 Procurement entity's right to inspect, test and, where necessary, reject the pump after the pump's arrival shall in no way be limited or waived by reason of the pump having previously been inspected, tested, and passed by Procurement entity or its representative prior to the pump's 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 submersible pump 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 submersible pump shall be made by the tenderer in accordance with the terms specified by Procurement entity in its Schedule of Requirements and the Special Conditions of Contract.



## **11. Insurance**

11.1 The submersible pump 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 Procurement entity as specified in the contract.

## **13. Prices**

13.1 Prices charged by the tenderer for the submersible pump delivered 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 Procurement entity's prior written consent.

## **15. Subcontracts**

15.1 The tenderer shall notify Procurement 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 Procurement 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 the submersible pump within the period(s) specified in the Contract, or within any extension thereof granted by Procurement entity.
- (b) If the tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the tenderer, in the judgement of Procurement entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event Procurement entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, a submersible pump similar to the one undelivered, and the tenderer shall be liable to Procurement entity for any excess costs for the pump.

## **17. Liquidated Damages**

17.1 If the tenderer fails to deliver the pump within the period(s) specified in the contract, Procurement entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.1% of the price of the delayed pump per day up to a maximum of 10%.

## **18. Resolution of Disputes**

18.1 Procurement 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**

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.

## **PART II: SPECIAL CONDITIONS OF CONTRACT**

### **1. Application**

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.

### **2. Definitions (Clause 1)**

The Procurement entity is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, and P.O. BOX 47936 - 00100 GPO, Nairobi. Kenya** and includes the Purchaser's legal representatives, successors or assigns.

### **3. Performance Security (GCC Clause 4)**

GCC 7.1—The amount of Performance Guarantee, as a percentage of the Contract Price, shall be: [Ten (10) percent of the Contract Price.

### **4. Delivery**

Delivery period of these goods should be within eight (8) weeks from date of the contract signing.

### **5. Method Of Payment**

The credit period shall be:-

5.1. (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 material has been delivered and is in accordance with the contract.

b) For overseas suppliers, payments shall be effected upon presentation of a complete set of shipping documents to the advising bank as will be stipulated in the Letter of Credit (LC)

#### **5.2. (a) For Local Suppliers**

Payment shall be made through Kenya Electricity Generating Company's cheque or telegraphic transfer for the amount of contract. The terms shall be:-  
Strictly Delivered and Duty Paid (**DDP**).

(b) For Foreign Suppliers

Payment shall be through an LC under the following conditions:-

- (i) The supplier shall be required to meet all LC bank charges incurred in their country, while KenGen shall meet those incurred in Kenya.
- (ii) Any extension and or amendment charges and other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier shall be to the Beneficiary's account.
- (iii) The maximum number of LC extensions shall be limited to a maximum of two (2) only, but not exceeding one quarter (3 months) each, at the cost of the beneficiary.
- (iv) Should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and Procuring Entity's bank shall be to the Beneficiary's account.
- (v) The LC shall be opened only for the specific Order within the validity period of the contract
- (vi) LCs shall be partial for partial deliveries or full for one delivery as per the contract.
- (vii) A copy of the Performance Security, stamped and certified as authentic by the Procuring entity, whose expiry date should not be less than 30 days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is made.

(c) **Advance Payment**

Advance Payment is not applicable.

6. **Manufacturers' authorization.**

The Manufacturers authorization form must be submitted in the manufacturer's letterhead

# **Section D: Technical Specifications**

## **Submersible pump**

### **SECTION D: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS.**

#### **1. Schedule Of Requirement**

##### **1.1. Obligation of Contractor**

The contractor shall in accordance with the contract provide all the necessary equipment, labour and superintendence to carry out the works diligently during the duration of the contract.

##### **1.2. Program of work**

The contractor shall submit to the Engineer for his approval, the program for the execution of works. No alterations to the program shall be made without the approval of the Engineer. An update of the program shall be the program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

##### **1.3. Safety precautions**

The contractor shall be responsible for the safety of all activities on the site, and shall have a designated safety officer. The contractor shall comply to all KENGEN safety requirements and to include, proactive safety measures and practice, provision of PPEs and safety equipment.

##### **1.4. Clearance of Site**

The contractor shall from time to time during the progress of the works clear away and remove all surplus materials and rubbish. On completion of the works the contractor shall remove all contractors' equipment and leave the whole of the site and the works clean and in a workmanlike condition, to the satisfaction of the Engineer.

##### **1.5. Operation and Maintenance Manual**

The contractor shall submit two (2) hard copies of operation and maintenance manual and as built connection drawings upon works completion.

## 2. Technical Specifications

Masinga Power Station is located about 150 Km from Nairobi off Thika-Garissa Road. The power station has two hydropower turbines of Kaplan type.

The station has drainage and dewatering sump which is the lowest point of the power house. There are four large submersible dewatering pumps which starts one after the other as the water level in the sump rises. The pumps discharge through individual pipes into the tail race. The pumps are designed to allow reverse running during pipe emptying after the pumps stop, so that no valves are required in the discharge lines. During normal running of the turbines leakage water in the turbines area is pumped and collected in a common pit referred to as the dewatering pit. To empty this sump 58KW pumps are used to pump this water to the tailrace, outside the power house.

## 3. Existing system

The pumps are design with sliding bracket item no. 209 (Appendix 3) which slides on three-inch diameter twin guide pipes secured to the chamber wall as the pump is lowered into position (or raised). This is done by means of a suitable hoist without breaking any connections (no connections are unscrewed). The pumps are designed to provide automatic coupling to discharge connection (duck foot) inlet of 6-inch diameter in size.

## SCOPE OF WORK

The work specified in the contract shall include:

### 1. **Supply of submersible pump**

Supply of one submersible pump complete with sliding bracket and integral motor and 50m long submersible supply power cable of size  $4 \times 35\text{mm}^2$  and similar length of control/protection cable of size  $2 \times 2.5\text{mm}^2$  for motor thermal overload protection. The pump shall be of similar design to the existing ones (Appendix 1 and 2 attached) and **able to deliver  $684\text{m}^3/\text{h}$  (Maximum) and  $238\text{m}^3/\text{h}$  (Minimum) at 24m head.**

The supplied motor must be compatible to and be of the same current rating as the existing motor control drive/board.

The pump should be able to handle silted water. Maximum particle size the pump can pass should be indicated. The impeller throughlet must be indicated.

## **2 Installation**

The sliding bracket item no. 209 (Appendix 3) will be of such design that the pump will hook naturally on the existing stool arrangement for existing pump as per the attached sketches (Appendix 4). The pump design shall be such that it can be removed from the sump by means of a suitable hoist without breaking any connections (no connections need be unscrewed). The pump is to be lowered into position (and raised) in the pump chamber on three-inch diameter twin guide pipes secured to the chamber wall and should be designed to provide automatic coupling of the pump to the discharge connection (duck foot) inlet of 6 inch diameter in size.

The pump should be complete with lifting bracket and 20m high tension stainless steel lifting chain.

Motor should be rated for continuous operation and have thermal overload protection incorporated in the windings for additional protection.

## **3 Commissioning**

The contractor shall develop test and commissioning procedures with test recording sheets. The contractor shall commission the submersible after installation in the drainage and dewatering pit.

Test shall be performed to establish the correct functionality and to prove the adequacy of the materials and the workmanship.

### **IMPORTANT**

To enable the Employer undertake conclusive evaluation of the tender, tenderers are requested to submit with their offers the detailed specifications, drawings and catalogues with commissioning and maintenance instructions for the product they intend to supply.

Tenderers who fail to comply with this requirement fully shall have their tenders rejected.

**KENYA ELECTRICITY GENERATING COMPANY LIMITED**

**SUBMERSIBLE PUMPS FOR MASINGA POWER STATION**

**SECTION E: Price & Schedule of Requirements**

1	2	3	4	5	6	7
Item	Description	Country of origin	Unit of sale	Quantity	Unit price	Total price
1.	Supply of a submersible pump with similar characteristics to existing ones as per specifications in section D, complete with motor and 50m long power supply and protection/control cable, ready to hook onto existing arrangement as per attached sketches (Appendix 4) and a 20 m High tension lifting stainless steel chain for lowering/raising. Delivery, Max= 684m <sup>3</sup> /h at 24m head. Min= 238m <sup>3</sup> /h at 24m head.		PC	1		
2	Installation and commissioning services			Lot		
3	Spares: Full repair kit to consist: <ul style="list-style-type: none"> <li>• Mechanical seals</li> <li>• Set of O-rings</li> <li>• Bearings</li> <li>• Seal rings</li> </ul>		SET	1		
4	Itemize any other service or requirement not mentioned/included in above items but is critical for completion of the contract					
	Discount (%) if any					
	16% VAT					
	Other Charges (if any)					
	<b>Total Cost</b>					



TOTAL CARRIED TO THE TENDER FORM KSH=.....

SUBMERSIBLE PUMP DELIVERY PERIOD = ..... WEEKS

**SUBMERSIBLE PUMP TO BE SUPPLIED:**

Item 1

MODEL..... WEIGHT.....

PUMP RATING.....

COUNTRY OF ORIGIN.....

TENDERERS NAME: .....

TENDERERS SIGNATURE: .....

COMPANY RUBBER STAMP: .....

## SECTION F

# STANDARD FORMS

H	Sample Forms
I	Tender Form .....
J	Tender Security Form.....
K	Contract Form.....
L	Performance Security Form.....
M	Mandatory Confidential Business Questionnaire .....
N	Schedule of satisfactory works done.....
P	Schedule of spares delivery.....
Q	Manufacturer's Authorization Form.....

### NOTES ON THE STANDARD FORMS

The Tenderer shall complete and submit with its Tender the **Tender Form** and **Price Schedules** in accordance with the requirements included in the Tender documents.

The Tenderer should provide the **Tender security**; either in the form included hereafter or in another form acceptable to the purchaser but must be in the issuing Banker's letterhead.

The **successful Tenderer shall complete the Contract Form** during the finalization of the contract award.

The **Performance security Form** should be completed by the successful Tenderer who shall be required to provide performance security in accordance with the forms indicated herein or in the another form acceptable to the purchaser but must be on the letter head of the issuing bank.

## TENDER FORM

To: Kenya Electricity Generating Company Limited,  
Stima Plaza Phase III, Kolobot Road, Parklands,  
P.O Box 47936-00100,  
**NAIROBI. Kenya.**

Gentlemen and/or Ladies:

Having examined the Tender documents including, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **submersible pump** 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 Rates attached herewith and made part of this Tender.

The equipment supplied shall be under warranty for a period of \_\_\_\_\_

We undertake, if our Tender is accepted, to deliver the *submersible pumps* within our stipulated duration of \_\_\_\_\_

If our Tender is accepted, we shall 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 Employer.

We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening under Clause 15 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 \_\_\_\_\_ 2015.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**TENDER SECURITY FORM**  
*(To be on the Letterhead of the Bank)*

Whereas \_\_\_\_\_ (hereinafter called “the Tenderer”) has submitted its tender date \_\_\_\_\_ for the provision of \_\_\_\_\_ (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE

\_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “the Bank”), are bound unto \_\_\_\_\_ (hereinafter called “the Employer”) in the sum for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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 Employer 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 to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall 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 guarantee shall 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 and seal of the Bank)*

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between **Procurement entity** of Kenya (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited tenders for submersible pumps has accepted a tender by the Contractor for the provision of the supply in the sum of \_\_\_\_\_ (words) \_\_\_\_\_ (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 General Conditions of Contract;
  - (d) The Special Conditions of Contract; and
  - (e) The Employer’s Notification of Award.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the submersible pumps 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

For the Employer in the presence of:

**COMPANY SECRETARY** )  
)  
)  
)  
)  
)  
)  
)  
**WITNESS** )  
)

Signed

For the Contractor in the presence of:

**DIRECTOR** )  
)  
)  
)  
)  
)  
)  
**SECRETARY** )  
)

**PERFORMANCE SECURITY FORM**  
*(To be on the Letterhead of the Bank)*

To: Procurement entity,  
Stima Plaza Phase III, Kolobot Road, Parklands,  
P.O Box 479360-00100,  
**NAIROBI. KENYA**

WHEREAS \_\_\_\_\_ [name of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. .... dated ..... 2017 to provide..... (Hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, \_\_\_\_\_ up \_\_\_\_\_ to \_\_\_\_\_ a total.....(words)..... [figures], and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... 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.....2017

Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

**MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

Name of Applicant(s).....

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

**Part 1 – General**

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

Country .....Physical address

Town

.....Building.....

Floor.....Plot No.

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

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

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

Website

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

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

If yes, attach written document.

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

**(Applicable to Local suppliers only)**

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

Value Added Tax

No.....

Value of the largest single assignment you have undertaken to date (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 of .....2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

.....

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

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names

.....

Signature

.....

Dated this .....day of .....2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

.....

**Part 2 (f) – Criminal Offence**

I/We, (Name (s) of Director (s)):-

a) .....

b) .....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

.....

For and on behalf of M/s

.....

In the capacity of

.....

.....

Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp  
.....

**Part 2 (g) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) .....

b) .....

For and on behalf of M/s  
.....

In the capacity of  
.....

Dated this .....day of .....2017

Suppliers' / Company's Official Rubber Stamp  
.....

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

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

(Title) (Signature) (Date)

**Part 2(i) – Experience:**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the last 5 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 .....2015.

Suppliers' / Company's Official Rubber Stamp

**Schedule of Supplies of Submersible Pump  
satisfactorily carried out by the Tenderer within the  
last five years**

NO.	DESCRIPTION OF PUMP	VALUE OF WORKS (KSHS)	YEAR COMPLETED

I hereby certify that the above have been successfully carried out and completed by us.

\_\_\_\_\_  
*[Signature and stamp of tenderer]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

# Schedule of Spares Delivery

## Provision of after sales service

Tenderers should provide information on their after sales service on provision of spares of similar pumps

Name of Client	Spares ordered	Date ordered	Date delivered
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

This information is declared to be correct by (Tenderer’s authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

# Manufacturer's Authorization Form

**To:** Kenya Electricity Generating Company Limited  
Stima Plaza Phase III, Kolobot Road, Parklands,  
P.O Box 479360-00100,  
**NAIROBI. KENYA**

WHEREAS .....

*[Name of the manufacturer]*

who are established and reputable manufacturers of submersible pumps having factories at .....

*[Address of the factory]*

do hereby authorize .....

*[Name and address of the 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 submersible pumps 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