



KenGen

Kenya Electricity Generating Company Limited

KGN-HYD-014-2017

**TENDER FOR CONSTRUCTION OF GABIONS
AT KAMBURU DAM**

(Exclusive to firms owned by the Youth)

Kenya Electricity Generating Company Limited,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O. Box 47936,
Nairobi, Kenya.
www.kengen.co.ke

May 2017

INVITATION FOR TENDERS (IFT)

The Company invites sealed tenders from **YOUTH FIRMS** for the tender for **CONSTRUCTION OF GABIONS AT KAMBURU DAM** whose specifications are detailed in the Tender Document.

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

Supply Chain Director

Tel: (254) (020) 3666000

Email: tenders@kengen.co.ke; Cc: ambutu@kengen.co.ke ; 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 and www.suppliers.treasury.go.ke. Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded copies are free of charge.

Bidders are advised to be keen on the information provided under appendix II to the instruction to tenderer (ITT) and the special conditions of the contract (SCC).

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

The original tender document and one copy, tenders **MUST** be accompanied by a Signed Tender Securing Declaration Form in the format specified in the tender document and must be submitted in a plain sealed envelope and marked “**KGN-HYD-014-2017 TENDER FOR CONSTRUCTION OF GABIONS AT KAMBURU DAM**” and addressed to:

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

On or before: **5th June 2017 at 2.00 p.m.**

Mandatory Site Visit: There will be a mandatory site visit on **23rd May 2017 at 10.00 a.m.** and thereafter a Pre-bid conference at Kamburu Power Station

Tenders will be opened on **5th June 2017 at 2.30 p.m.** in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor. The company reserves the right to vary the quantities.

SUPPLY CHAIN DIRECTOR

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SECTION I:
INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.3 The Tenderer, at the Tenderer's own responsibility and risk, 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 costs of visiting the Site shall be at the Tenderer's own expense.

2.0 Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 herebelow:-
 - (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (f) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer requiring any clarification of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or

facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 herebelow.

3. Preparation of Tenders

3.1 Site Visit

- 3.1.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 3.1.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 3.1.3 Site visit will be on the date indicated on the invitation to tender and prior, tenderers may contact the employer representative to agree on the site visit arrangements.

A representative of the Employer will be available to meet the tenderers at the Site.

Tenderers must provide their own transport and accommodation where necessary.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site during the organized site visit.

- 3.1.4 Site visit is **mandatory**.

- 3.2 All documents relating to the tender and any correspondence shall be in English Language.

- 3.3 The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;
- (b) Tender Security;
- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
- (d) Any other materials required to be completed and submitted by Tenderers.

- 3.4 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.

- 3.5 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.6 The unit rates and prices shall be in Kenya Shillings.
- 3.7 Tenders shall remain valid for a period of 90 days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.8 The Tenderer shall prepare one original and **two copies** of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.9 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.10 The tenderer shall furnish as part of his tender, a Tender Security of (**as indicated in the Instruction to Tenderers**) or equivalent in a freely convertible currency. Mean Central Bank of Kenya Exchange rates prevailing at the time of submission of the tender shall apply.
- 3.11 The unconditional 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 in Kenya in the form provided in the tender document or in another form acceptable to Kenya Electricity Generating Company.

The Tender Security shall be valid for thirty (30) days beyond the tender validity period.
- 3.12 Any tender not accompanied by a Tender Security in the form specified in 3.11 above will be rejected by the Employer as non-responsive.
- 3.13 The Tender Security of unsuccessful tenderers will be returned as promptly as possible but, in respect to the successful tenderer, not later than twenty eight (28) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Security of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 3.14 The Tender Security may be forfeited:

- (a) if a tenderer withdraws his tender during the period of tender validity: or
- (b) in the case of a successful tenderer, if he fails
 - i. to sign the Agreement, or
 - ii. to furnish the necessary Performance Security
- (c) if a tenderer does not accept the correction of his tender price pursuant to clause 5.3 clarifications of tenders.

4. Submission of Tenders

- 4.1 The tender shall be returned in a plain sealed envelope bearing the following inscription:

**Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company Ltd.
Stima Plaza, Phase III
Kolobot Road, Parklands,
P.O. Box 47936
NAIROBI**

“KGN-HYD-014-2017 TENDER FOR CONSTRUCTION OF GABIONS AT KAMBURU DAM” DO NOT OPEN BEFORE 5th June 2017 at 2.00 p.m.

- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers’ representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers’ names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer .

- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.6 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender

evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract 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 action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Award”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The notification of award and Contractor’s acceptance thereof will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security and signing the Contract Agreement.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Award, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

7. Performance Security

- 7.1 The contractor shall obtain a Performance Bond in form of an On Demand Bank Guarantee of 10% of contract price within 14 days after receipt of the Company’s Letter of Award. The cost of complying with the requirements of this clause shall be borne by the contractor. The performance security shall be valid until the contractor has executed, completed and remedied defects in the works in accordance with the contract

8. Fraudulent and Corrupt Practices

The Employer observes the highest standard of ethics during the tendering of such contracts. In pursuance of this policy, the Company:

- (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 Employer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish

Tender prices at artificial non-competitive levels and to deprive the Employer 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 a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for a 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	This Tender is exclusive to registered firms for the Youth.
Clarification	The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than Five (5) days prior to the deadline for the submission of tenders
3.10.1	Tender Security is not applicable for this tender, Bidder shall submit a Duly filled, signed and stamped Tender Securing Declaration Form
4.1.1	Tender closing date will be on 5TH JUNE 2017 AT 2.00 P.M

The following shall be the evaluation Criteria

A) Mandatory Preliminary Requirements shall include the following:

1. Duly completed, signed and stamped Price Schedule.
2. Duly completed, signed and stamped Tender Form.
3. Addendums (if applicable, communicated addendum must be signed and be submitted with the Tender)
4. Duly completed and signed Mandatory site visit certificate.
5. Duly completed declaration of the bidder's knowledge of both sites – where applicable.
6. Duly filled Tender securing declaration form
7. Duly Completed Confidential Business Questionnaire (CBQ) as provided.
8. Copy Certificate of Incorporation / Registration
9. Copy of Certificate of Registration in a target group (**YOUTH**)
10. Copy of Registration with National Construction Authority, **Class; - NCA 6** and above (Buildings and Specialist Contractors) and NCA licence.
11. Copy of Valid Tax Compliance or exemption Certificate.
12. Pagination/serialization of all pages of the bid document.
13. Submission of the required copies of the bid document
14. Attach copies of current business License
15. Delivery period.

Contract price read out during tender opening shall be final and not subject to any change or correction (Sec.82 of PPADA). Bidders must therefore ensure that there are no arithmetic errors on the prices and any error deemed as a major deviation shall result to disqualification at this stage

NOTE: All the above documents/information are mandatory. Failure to provide any of them or providing invalid document(s)/ information will result to disqualification at this stage. KenGen shall confirm the authenticity of the document(s)/ information provided.

B) TECHNICAL EVALUATION CRITERIA

1. LIST OF MAJOR ITEMS OF CONSTRUCTION, EQUIPMENT ON SITE

Essential equipment to be made available for the Contract by the successful Tenderer. Provide documentary and official evidence of ownership or leasehold or hire or JV arrangement for such RELEVANT plant, tools and equipment for evaluation and confirmation, e.g. logbooks and copies of insurance stickers for auto motives, purchase receipts for others items

	<p>2. DETAILED PROGRAM OF WORKS</p> <p>The Contractor to prepared detailed program of works showing clearly the Contractor proposed duration to carry out the works. <i>For the successful bidder, this shall be revised within 14 days from commencement of project</i></p> <p>3. QUALIFICATIONS & COMPETENCIES OF TECHNICAL TEAM:</p> <p>a) A Site Agent with a minimum of 4 years specific experience in construction of gabions or works of an equivalent nature and volume, with a minimum of Ordinary Diploma in Civil Engineering or equivalent from a recognized institution.</p> <p>b) One (1) Site Supervisor with a minimum of 2 specific years' experience in construction of gabions or works of an equivalent nature and volume, with a minimum of an Ordinary Diploma in Civil Engineering or equivalent from a recognized institution.</p> <p>4. FINANCIAL CAPACITY OF THE CONTRACTOR:</p> <p>A letter on the official letter head from the bidder's recognized financier (e.g. a bank, a Sacco, a Micro-finance institution, Youth or Women enterprise fund,e.t.c) committing to unconditionally fund this specific work (tender number & description must be quoted) upon signing of the contract and addressed specifically to KenGen's CEO/MD. The commitment should be for the contract amount specified or the amount on the form of tender and any subsequent financial obligation emanating from the terms & conditions of the contract</p> <p>NOTE: All the above documents/information are mandatory. Failure to provide any of them or providing invalid document(s) / information will result to disqualification at this stage. KenGen shall confirm the authenticity of the document(s)/ information provided. <u>The methodology for determining technical responsiveness of the tenders shall be pass or fail basis against ALL the above parameters. Bidders must pass on ALL the above parameters to qualify for financial evaluation.</u></p> <p>Financial Evaluation Criteria</p>
7.1.1	Performance Security is 1%

8.1.1	<p><i>KenGen adheres to high standards of integrity in its business operations.</i></p> <p><i>Report any unethical behavior immediately to any of the provided anonymous hotline service.</i></p> <p><i>1) Call Toll Free: 0800722626</i></p> <p><i>2) Free-Fax: 00800 007788</i></p> <p><i>3) Email: kengen@tip-offs.com</i></p> <p><i>4) Website: www.tip-offs.com</i></p>
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SECTION II:
CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body who’s tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance.

“Days” are calendar days; **“Months”** are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Employer” Kenya Electricity Generating Company Limited (KenGen)

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means Mwendwa market, kikule sub-location in Masinga district.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the Operations Manager – Eastern Hydro

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are: Construction of *Gabions at Kamburu Dam*

Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Award,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Bills of Quantities or Schedule of Rates [whichever is applicable]

2. Employer’s Representative’s Decisions

2.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the

approval of the Employer's Representative, and complete them by the Intended Completion Date.

- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.
- 5.4 The Tenderer shall be responsible for accommodation of his staff which shall not be within the Employers establishment. The security and safety of materials and equipment's on site shall be the Contractor's responsibility.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

10 Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 (i) Progress Payment shall be based on the value of the works completed but shall not be less than 40% of the total contract price, excluding contingency, up to a maximum of 95% of the total Contract Amount.
- (ii) After defects liability period, the final 5% of Contract Price.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 45 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 45 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 45 days of the issue of the Final Payment Certificate.

15. Insurance

- 15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

- 16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.5 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

- 17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

- 18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
 - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) A payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 here above.
 - (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.
- 18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

- 19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

- 20.1 The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
 - (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

- 22.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

PART II

SPECIAL CONDITIONS OF CONTRACT

1. Applications

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and the Procuring Entity's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the General Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

3. Youth and women

The contractor must produced evidence of being registered by government as youth or women firm that is authorized to tender for government contracts

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: Kenya Electricity Generating Company Limited

Address: Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936, Nairobi

Name of Employer's Representative: _____

The identification number of the Contract is _____

The Works consist of *TENDER FOR CONSTRUCTION OF GABIONS AT KAMBURU DAM*

The Start Date shall be the Commencement Date as defined in Letter of Award

The Intended Completion Date for the whole of the Works shall be

.....from Commencement Date

The following documents also form part of the Contract:

See Conditions of Contract, Clause 2

The Site Possession Date shall be The Commencement Date

The Sites are located at : **Kamburu dam.**

The Defects Liability Period is 180 days.

The name and Address of the Employer for the purposes of submission of tenders is

The Company Secretary, Kenya Electricity Generating Company Limited, Stima Plaza Phase III, Kolobot Road, Parklands, P.O. Box 47936, Nairobi

The tender opening date and time is **5th June 2017 at 2.00 p.m.**

The amount of performance security is 1% of Contract Price from a reputable Bank approved by the Employer.

PART III:

SPECIFICATIONS AND TECHNICAL REQUIREMENTS

SCHEDULE OF REQUIREMENTS

1.1 Obligation of Contractor

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

1.2 Setting out

The contractor shall get measurements on site, set out the areas to be painted as directed by the Engineer. Provision of all necessary instruments, appliances and labour for such purpose shall be the Contractors responsibility. The checking of any setting out by the Engineer shall not relieve the contractor of his responsibility for the accuracy of the work.

1.3 Site Data

The tender shall be deemed to have been based on such data on climatic, hydrological, security and general conditions on the site and for the operation of the works.

1.4 Program of Works

The contractor shall submit to the Engineer for his approval the program for the execution of the works. No alteration to the program shall be made without the approval of the Engineer. An update of the program shall be a 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.

1.5 Safety Precautions

The contractor shall be responsible for the safety of all activities on the site.

1.6 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.

2.1 Examination of Work before Covering Up

No part of the work shall be covered up or put out of view without the approval of the Engineer. The contractor shall give notice to the Engineer whenever any such part of the works to be ready for examination. The contractor shall permit the Employer to carry out relevant inspections of work in progress or completed to determine conformity to the terms and requirements indicated in the contract and thus ensure satisfactory quality of work to be provided to the Employer.

2.2 Removal of Improper Work, Materials or Plant

The Engineer shall have authority to issue instructions from time to time for:-

- a) The removal from site, within such time or times as may be specified in the instruction, of any materials or plant which, in the opinion of the Engineer, are not in accordance with the contract.
- b) The substitution with proper and suitable materials as per the contract if material found in use is found to be non-conforming.

TECHNICAL SPECIFICATIONS

SECTION C:

2.2 SCOPE OF WORK

The work involves construction of five Gabions at Kamburu dam . (See designs in the annexes 1-5)

1. SCOPE OF WORK

- The contractor shall supply all the labour, plant and equipment to site and set out the works as directed by the Engineer.
- A clear method statement for carrying out the works shall be submitted during the tender stage and will form the basis of carrying out the works during implementation stage. The works involves construction of five gabions at Kamburu dam.

2. EXPERIENCE

Experience of similar work carried out in the last five years, and reference with proof of work undertaken and contacts of clients shall be considered during the evaluations of tender.

BILL OF QUANTITIES FOR GABIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
1.	2mx1m Maccaferi type Gabions boxes for Kamburu1 -figure 1 of the appendix	Number	27		
2.	Labour for installation of Gabion boxes at Kamburu1	Assorted			
3.	2mx1m Maccaferi type Gabions boxes for Kamburu 2- -figure 2 of the appendix	Number	18		
4.	Labour for installation of Gabion boxes at Kamburu 2	Assorted			
5.	2mx1m Maccaferi type Gabions boxes for Kamburu 3 -figure 3 of the appendix	Number	26		

6.	Labour for installation of Gabion boxes at Kamburu 3	Assorted			
7.	2mx1m Maccaferi type Gabions boxes for Kamburu 4 - figure 12 of the appendix	Number	31		
8.	Labour for installation of Gabion boxes at Kamburu 4	Assorted			
9.	2mx1m Maccaferi type Gabions boxes for Kamburu 5 - -figure 5 of the appendix	Number	26		
10.	Labour for installation of Gabion boxes at Kamburu 5				
	SUB-				
	TOTAL.....				
	ADD 16%				
	VAT.....				
	GRAND				
	TOTAL.....KSHS				

STANDARD FORMS

- 1. Tender Form**
- 2. Tender Security Form**
- 3. Contract Form**
- 4. Performance Security Form**
- 5. Mandatory Confidential Business Questionnaire**

1. FORM OF TENDER

NAME OF CONTRACT:

TO: The Company Secretary, Legal Affairs Director
The Kenya Electricity Generating Company Ltd
P.O. Box 47936-00100
Nairobi00100, Kenya

We have examined the Conditions of Contract, Employer's Requirements, Schedules, Technical Specifications, Tender Drawings, the attached Addenda Nos _____ for the above-named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents and the enclosed Proposal, for the lump sum of (*in currencies of payment*) _____ inclusive of taxes.

We agree to abide by this Tender until _____ and it shall remain binding upon us and may be accepted at any time before that date.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion. We guarantee that the Works will then conform with the Schedule of Guarantees.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Signature _____ in the capacity of _____

duly authorised to sign tenders for and on behalf of _____

Address: _____

Date: _____

Note: In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2015**

"The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

2. TENDER SECURING DECLARATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: KenGen

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for **THREE YEARS, UPON APPROVAL BY PPADB** if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid during the **90 days** of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

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

3. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between **Kenya Electricity Generating Company Limited** 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 certain goods and ancillary services, viz., construction of Gabions at Kamburu dam has accepted a tender by the Contractor for the Services 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 Technical Specifications;
 - (d) The Conditions of Contract;
 - (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 goods and services 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 and sealed with the Common Seal
Of the Employer in the presence of:

4. Performance Security Form
(To be on the Letterhead of the Bank)

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

WHEREAS _____ [*name of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ 20____ to supply _____ (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 as 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 of _____ (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 _____ 20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

5.

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: 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 (**USD/KShs**) Was this successfully undertaken? **Yes / No**(If **Yes**, attach reference)
Name (s) of your banker (s)
Branches Tel. No's.

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

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

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

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

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

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

Full Names Nationality Citizenship Details Shares

1.....

2.....

Part 2 (d) – Debarment

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

Full Names

Signature

Dated this day of2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

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

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

Full Names

Signature

Dated this day of2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

a)

b)

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

Signed

For and on behalf of M/s

.....
In the capacity of

.....
Dated this day of2017.

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

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

a)

b)

For and on behalf of M/s

In the capacity of
Dated this day of2017
Suppliers' / Company's Official Rubber Stamp
.....

Part 2 (h) – Interest in the Firm:

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

Part 2 (i 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 of2017.
Suppliers' / Company's Official Rubber Stamp
.....

SOIL AND WATER CONSERVATION MEASURES
CONSTRUCTION OF GABIONS ON SEASONAL
RIVERSFEEDING KAMBURU DAM

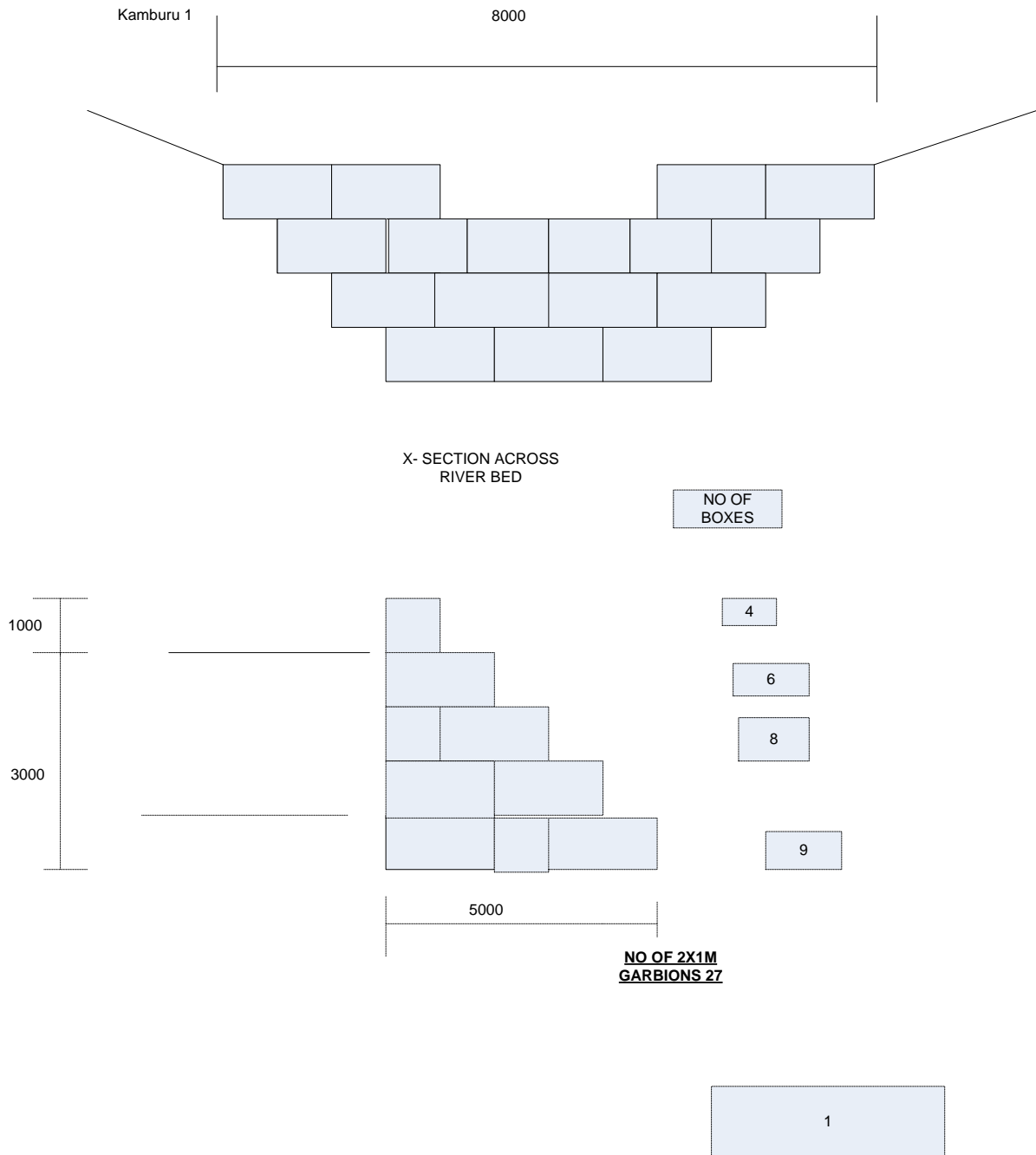


Figure 1

SOIL AND WATER CONSERVATION MEASURES
CONSTRUCTION OF GABIONS ON SEASONAL
RIVERS FEEDING KAMBURU DAM

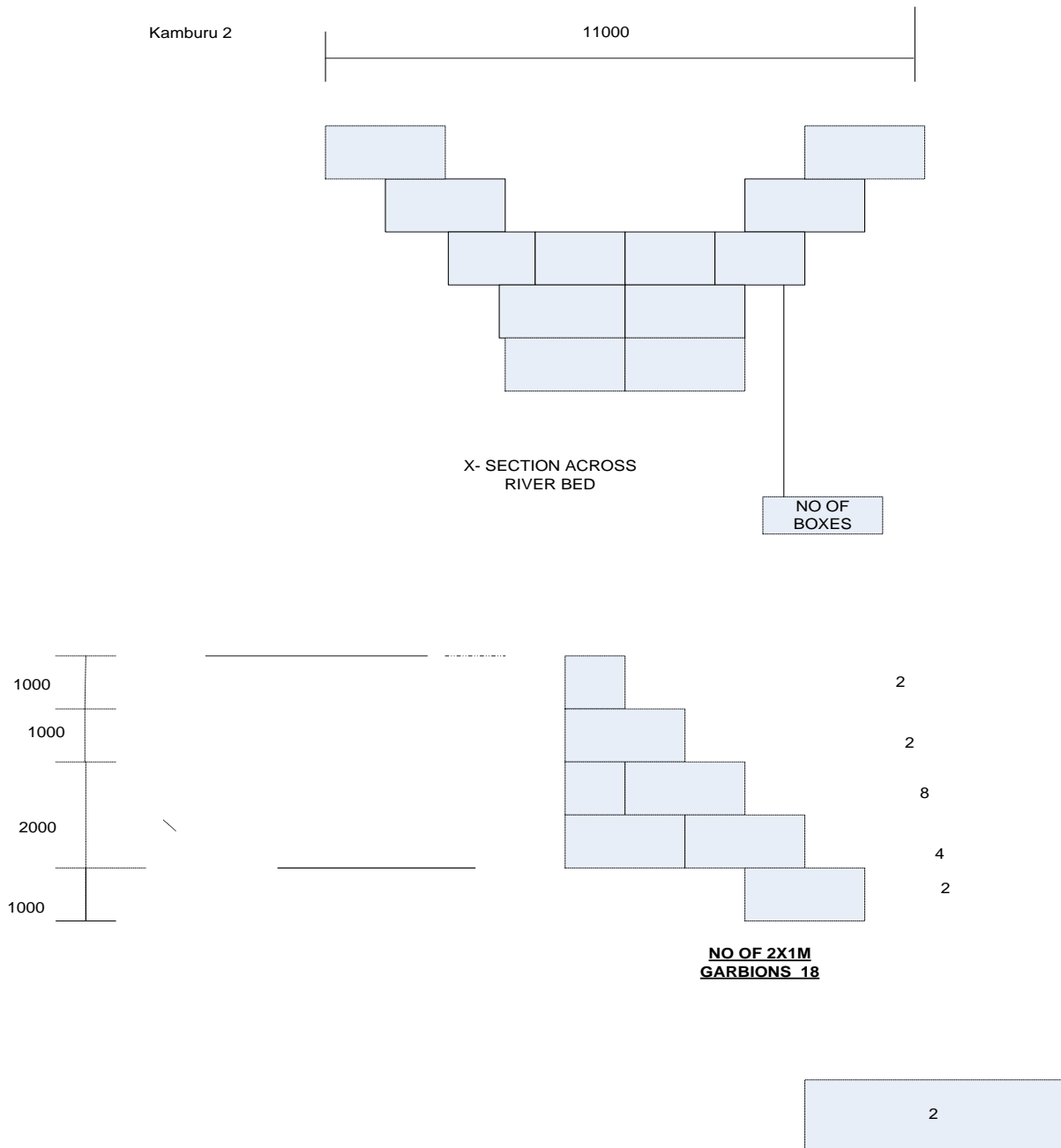
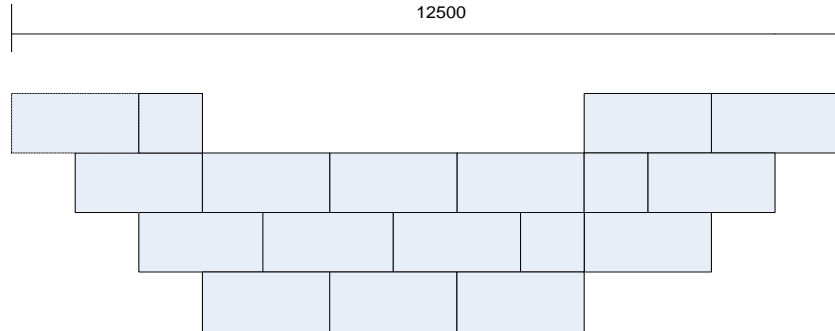


Figure 2

SOIL AND WATER CONSERVATION MEASURES
CONSTRUCTION OF GARNBIONS ON SEASONAL
RIVERSFEEDING KAMBURU DAM

Kamburu 3



X- SECTION ACROSS
RIVER BED

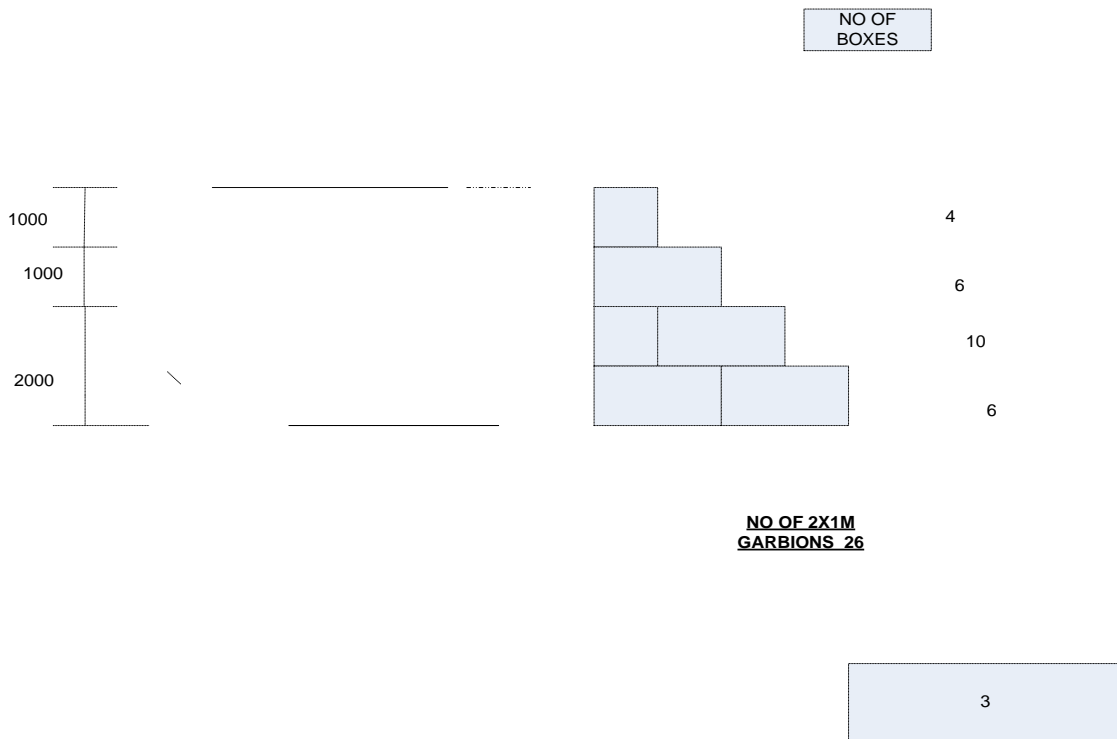
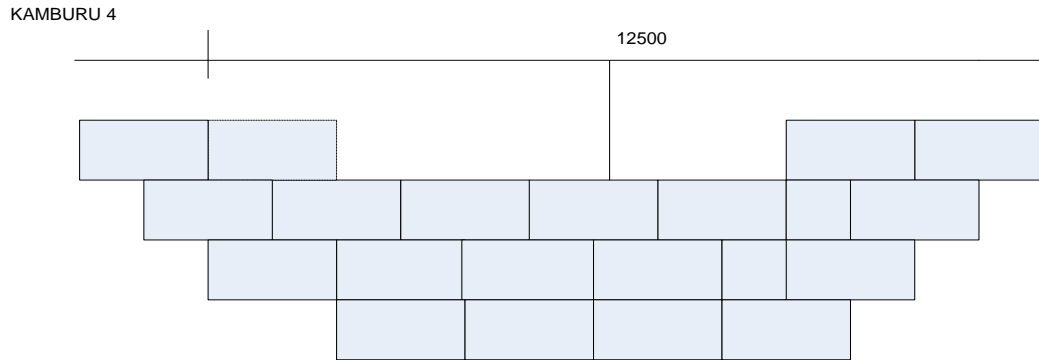
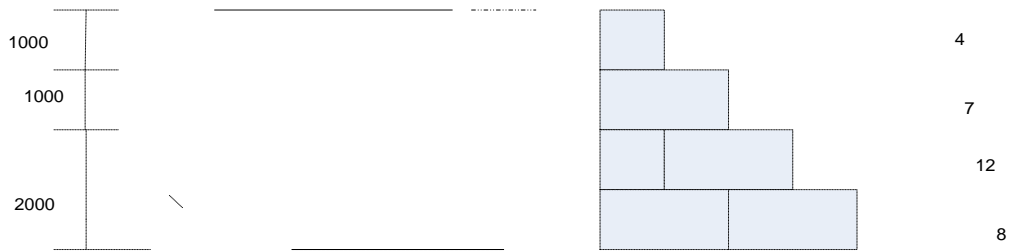


Figure 3

SOIL AND WATER CONSERVATION MEASURES
CONSTRUCTION OF GABIONS ON SEASONAL
RIVERSFEEDING KAMBURU DAM



X- SECTION ACROSS
RIVER BED



**NO OF 2X1M
GARBIONS 31**

4

Figure 4

SOIL AND WATER CONSERVATION MEASURES
CONSTRUCTION OF GABIONS ON SEASONAL
RIVERS FEEDING KAMBURU DAM

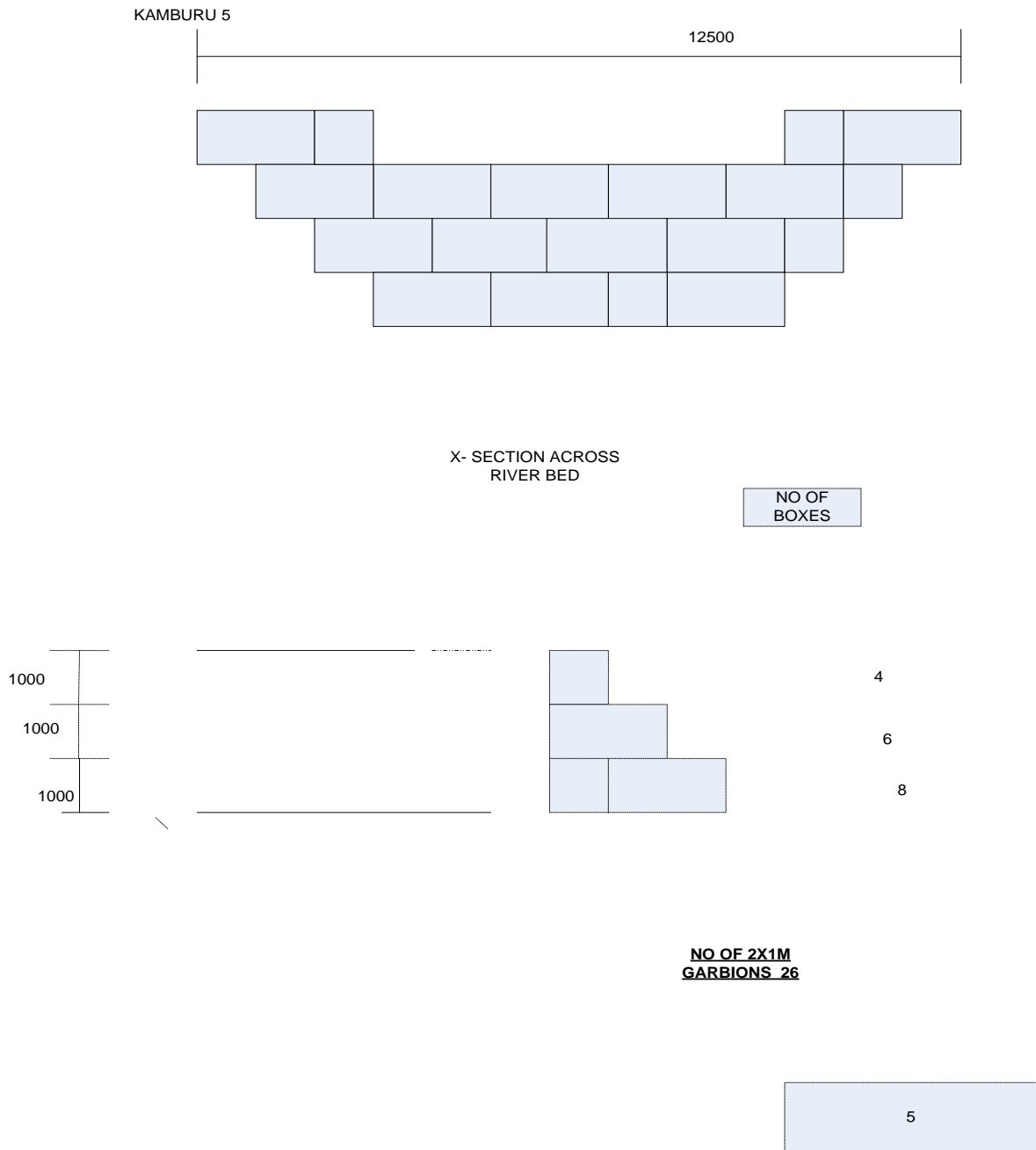


Figure 5

