



**KENYA ELECTRICITY GENERATING COMPANY
LIMITED**

KGN-HYD-028-2017

**TENDER FOR SUPPLY, DELIVERY AND
INSTALLATION OF OFFICE FURNITURE AND
ACCESSORIES FOR HYDRO PLAZA
(RESERVED FOR WOMEN)**

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

November 2017

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SECTION I: INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the Tender for *Supply, Delivery and Installation of Office Furniture and Accessories for Eastern Hydros* 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
Kenya Electricity Generating Company Limited
Ground Floor, Stima Plaza Phase III
Kolobot Road, Parklands
Tel: (254) (020) 3666000
Email: tenders@kengen.co.ke; flamba@kengen.co.ke; mgina@kengen.co.ke;

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

Unless otherwise stated, tenders **MUST** be accompanied by a Tender Securing Declaration Form and must be submitted in a plain sealed envelope and marked “**KGN-HYD-028-2017 Supply, Delivery and Installation of Office Furniture and Accessories for Eastern Hydros**” and addressed to:

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

On or before: **14th December 2017 at 10.00 a.m.**

Tenders will be opened on **14th December 2017 at 10.30 a.m.** in the presence of the candidates’ representatives who choose to attend at Tender Opening Room, KenGen Pension Plaza Phase I, Ground Floor. The company reserves the right to vary the quantities.

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

Call Toll Free: 0800722626

Free-Fax: 00800 007788

Email: kengen@tip-offs.com

Website: www.tip-offs.com

SUPPLY CHAIN DIRECTOR

Tender for Supply, Delivery and Installation of Office Furniture and Accessories for Hydro Plaza

SECTION II: INSTRUCTIONS TO TENDERERS

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2.1 **Eligible Tenderers**

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

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

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

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

2.2 **Eligible Goods**

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

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

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

2.3 **Cost of Tendering**

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

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

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

2.4 **The Tender Document**

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

- (i) Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 120 days after the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity (*if applicable*); and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall NOT be applicable for this tender.

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

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

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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

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

(i) to sign the contract in accordance with paragraph 2.27

or

(ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," the **14th December 2017 at 10.00 a.m.**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **14th December 2017 at 10.00 a.m.**

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **14th December 2017 at 10.30 a.m.** and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

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

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

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

Tender for Supply, Delivery and Installation of Office Furniture and Accessories for Hydro Plaza

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Tender is reserved to Women
2.14.9	Tender Security is NOT applicable for this tender
2.18.3	The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 14th December 2017 at 10.00 a.m. and in the location specified in the Invitation to Tender.
2.24.4	<p><i>The following shall be the evaluation Criteria;</i></p> <p>PRELIMINARY/ MANDATORY EXAMINATION OF TENDERS: To be substantially responsive, a bidder MUST meet the following</p> <p>A) Preliminary Requirements</p> <ul style="list-style-type: none"> i. Duly filled and signed Tender securing Declaration form ii. Completeness of tender as required-Required copies of the tender, duly filled forms in the tender including filling, signing and stamping mandatory Confidential Business Questionnaire. iii. Copy of Business permit iv. Product Catalogue showing the specific items of tender. v. Valid tax compliance certificate vi. Certificate of Registration in the Target group-Women Entities Only vii. Duly filled Tender Price and Price Schedule viii. Duly completed Price Schedule, Signed and Stamped ix. Duly completed Tender Forms, Signed and stamped with date. x. Completeness of Tender- submission of the required number of copies, sequential organization of the bid document xi. Serialization or Pagination of all pages in the tender document xii. Duly filled, signed and completed Mandatory Business Questionnaire as provided <p>Note: Potential bidders interested and in this tender but lack capacity as per the requirement are allowed to form joint</p>

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ventures.

Under this arrangement, the following conditions applies.

- a) Bidder must attach a Joint Venture Agreement
- b) Must attach Power of Attorney to the JV
- c) The roles of each party to the JV must be defined- The Lead party must be entity owned by the defined special group
- d) Business permit for either party

All parties to the JV shall be liable to contractual obligations.

All the mandatory requirements must be met for a bidder to proceed for Technical evaluation

B) Technical Evaluation:

- a) Bidders catalogue/brochure for the items tendered for will be evaluated to confirm Technical compliance.
- b) Warranty of not less than 5 years MUST be provided for all products.
- c) Tenderers shall provide evidence of after sales support services. This will be evidenced by a list of service outlets to be verified during site visit.

Due diligence exercise shall be carried out including visit of the Tenderer's showrooms to verify specifications of samples of offered products. **The products MUST conform to the specifications, dimensions and functionality.** Each item offered shall be subjected to assessment as follows:-

	Requirement	Assessment YES/NO	Evaluation Remarks
1	Conformity with specifications		
2	Functionality- Executive finish		
3	Dimensions		
4	Manufacturers Authorization		
5	Warranty as required		
6	Relevant /After sale service		

All the items tendered will be subjected to requirements 1, 2 and 3. Failure to meet the stated conformance requirements shall **render the item unsuitable and shall not be considered for financial evaluation.**

	<p>C) Financial valuation</p> <ul style="list-style-type: none"> a) Only bids that meet the preliminary and technical evaluations shall be considered for financial evaluation. b) Tenderers MUST submit evidence of Financing in form a letter from a reputable local Bank or Financial Institution OR MAY submit Audited Financial statements for the last two years (2015 and 2016) c) Items shall be considered separately based on competitive unit price. d) Award to tenderers maybe in part or full depending on lowest evaluated unit price. e) Shorter delivery period shall be also be considered during the award. f) <i>Award shall be per item based on lowest evaluated compliant bidder</i> <p>N.B</p> <p>If the bid is found not responsive to the above, it shall be rejected by the employer and shall not subsequently be made responsive by the tenderer correcting the nonconformity. Only a bid which meets the preliminary requirements shall be subjected to technical evaluation.</p>
2.27.7	<i>KenGen shall conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i>
2.5.1	Clarifications should be sort not later than a third of the period given to respond to the tender. <i>Clarification request must be made not later than 5 days prior to tender closure. The employer will respond to all request for clarification received within 3 days. Clarification shall be sought through the email tenders@kengen.co.ke and copy to flamba@kengen.co.ke; mgina@kengen.co.ke; jtheuri@kengen.co.ke</i>
2.10.4	The validity period of the tender shall be 120 days from the date of opening of the tender.
2.30.1	Performance Security shall be 1% of the tender price, which should be provided within 15 days of receipt of the notification of award

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

- 3.1 Definitions
- 3.2 Application
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3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

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

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

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

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

3.8 **Inspection and Tests**

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

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

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

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

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

3.9 **Packing**

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

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

3.10 **Delivery and Documents**

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

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 **Prices**

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

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

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Taxes

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

3.21.2 Local Taxation

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

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

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

Tax Deduction

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

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

Tax Indemnity

- 3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.
- 3.21.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.
- 3.21.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.5	<p>“The Contractor shall obtain at his cost a Performance Security of ten (10) percent of the Contract Price as stated in the Form of Agreement.</p> <p>The guarantee shall be in accordance with the Conditions of Contract and in the format of the Performance Security Form provided in the tender documents</p>
3.7.6	The supplier shall be required to expressly confirm that the goods supplied shall be under a 12 months warranty.
3.12.1	<p>Advance Payment</p> <p>An advance payment is NOT applicable for this tender.</p>
3.18.3	Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.
3.11.1	<p>Warranty:</p> <p>Supplier to issue warrant for goods to be free of defects in material and workmanship from date of purchase as follows: non-moving metal components for 5 years. Swivel and tilt mechanisms, pneumatic cylinders, casters, base, and all wood and plastic components for 5 years. Upholstery materials for 2 years. Firmness and shabby free seat cushion, fabrics and foam for 2 years.</p> <p>After Sale Service</p> <p>The Tenderer shall offer after sale services such as assembling, dismantling and re-assembling, and fastening of furniture component and accessories as and when required.</p>

SECTION VI: SCHEDULE OF REQUIREMENTS

Eastern Hydros is located about 170 km from Nairobi.

Supply and assembly of office furniture of the following categories:

1. Executive Desk as specified
2. Executive Conference tables as specified
3. Dining tables and chairs as specified
4. Coffee tables as specified
5. Office sofa sets as specified
6. Desks as specified
7. Meeting tables as specified
8. Filing Cabinets as specified
9. Magazine rag and other Office accessories.
10. Secretarial Desk as specified.
11. Study Carrels.

SECTION VII: TECHNICAL SPECIFICATIONS

1. The Tenderers shall be required to comply with the description and specification given in the pricing schedule as minimum requirements of the each item.
2. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, e.t.c. for the products they intend to supply.
3. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
4. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
5. The tenderers are requested to present information along with their offers as follows:
 - i) Shortest possible delivery period of each product.
 - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

GENERAL SPECIFICATION

1. All timber material shall be hard wood and machine dressed, with all machine marks sanded out, unless otherwise specified.
2. All manufactured timber products shall be high density fibre boards (HDF boards), with post-formed edges.
3. All surfaces shall be scratch proof and fire resistant.
4. Unless otherwise stated in the pricing schedule, the thickness of boards and timber shall be 25mm. Undersize will not be permitted.
5. The dimensions and thickness stated in the pricing schedule are nominal (unless otherwise stated), that is to say a maximum of 3mm will be allowed for each face.
6. The following tolerances in thickness will be admitted:-
 - (i) 1.6mm over size on pieces up to 25mm in thickness.
 - (ii) 3mm over size on pieces over 25mm and up to 51mm in thickness
 - (iii) 6mm over size on pieces over 51mm in thickness.
7. Detailed Specifications and quantity of requirements

No	Code	Description and Specification	Qty
1	T-01	<p>Executive Boardroom Conference Table Sitting Capacity-16 Pax Approximately L-6000mm x W-2600mmx H-750mm dark wood laminated finishing. Rectangular shaped with quarter rounded corners and middle open space of Approximately L-4600mm by W-1200mm. It should be detachable in pieces allowing access to the middle open space in a U-shape configuration. Openable, concealed Integrated cable management channels, in-built power module with universal sockets, data and phone sockets and HDMI ports. All edges should be post-formed and all pieces in scratch resistant HPL The base should have sturdy stance. Beneath the worktop surface there should be free space and adequate leg room. The front view of the leg room should be shielded from the worktop to the floor and round the table. To match the office interior design, all to approval. Ref T-01 Executive Boardroom/Conference Table</p>	1
2	T-02	<p>10 Seater Meeting Table Executive dark wood laminated finishing. Rectangular shaped with quarter rounded corners. Integrated cable management channels-under desk trunking, vertical & horizontal wiring duct and cable clips. Fitted with top surface push type, pop up power module with universal sockets, data and phone sockets and HDMI ports. All edges to be post-formed and All pieces in scratch resistant HDF Beneath top surface there should be free space that allows free movement of the legs to approval. Ref T-02 10-Seater Meeting Table</p>	6
3	T-03	<p>6 Seater Meeting Table Executive dark wood laminated finishing. Rectangular shaped with quarter rounded corners. Integrated cable management channels-under desk trunking, vertical & horizontal wiring duct and cable clips. Fitted with top surface push type, pop up power module with universal sockets, data and phone sockets and HDMI ports. All edges to be post-formed and All pieces in scratch resistant HDF Beneath top surface there should be free space that allows free movement of the legs to approval. Ref T-02 10-Seater Meeting Table</p>	2
4	CH-01	<p>Executive Boardroom/Conference Chair Genuine Leather Medium Back Height. Should be ergonomic, slim high density molded foam seat pan, size Overall 37.25-41.75" H X26.25" WX28.75"D, Seat Size 22.8" WX18.5"D, Back Size 19.63" H X22.0" W complete with fixed armrest, swivel with castors, gas filled and adjustable as attached Ref CH-01 All to approval</p>	22
5	D-01	<p>Executive Desk Overall size Approximately L-2400mmxW-1000mmxH-750mm Executive dark wood laminated finishing with return desk Approximately L-1200mm x W-600mmxH-700mm. Tabletop: Sleek, High Pressure Laminated (HPL) board, all edges post formed profile finish. Should have fixed side drawers with heavy duty central locking system and keys. Should have concealed inbuilt integrated cable Management Channels</p>	1

No	Code	Description and Specification	Qty
		and top surface grommets. To match with Credenza, executive cabinet and the office interior design, all to approval. Ref D-01 Executive Desk	
6	CD	Credenza L2400mm long low level, with wood laminated doors with sturdy door handles. Sleek Executive finish, High Pressure laminated (HPL) Board to match the executive desk coded D-01 and Cabinet coded CA-01, All to approval. Ref CD - CREDENZA	1
7	CA-01	5-Tier, 4 Door Executive Cabinets Dark Wood Laminated Finish Overall measurement Approximately L-1800mmxW-800mmxD-400mm. To match with the Executive Desk coded D-01 above. Half glazed with laminated lockable doors with sturdy handles at the lower part of the glazed doors and the upper of the lower doors. All to approval. Ref. CA-01	2
8	CA-02	5-Tier 4- Door Cabinets Beech wood High Pressure laminated Board. Full height, lockable with sturdy handles. Height adjustable shelves. Overall measurement Approximately L-2000mmx W-800mmxD-400mm. The shelf supporting knobs should be of steel and sturdy enough to withstand weight of files without caving in, all to approval.	20
9	T-04	Executive Round Meeting Table Sleek, executive dark wood, High Pressured Laminated Board Sitting capacity-4 pax Overall measurement Approximately Diameter 1200mm x Height750mmH Table top to be at least 25mm with in-built integrated power and data cable managements and grommet. Should have sturdy stand/base with adequate leg room. All edges to be post-formed. All pieces in scratch. All to approval. Ref. T-05 Executive Round Meeting Table	2
10	VC-01	Lobby Area Bench 3-seat bench made of hard plastic. Continuous from backrest to seat pan with metallic chrome frame and legs. Preferred colour purple. Ref VC-01 Lobby Area Bench	6
11	D-02	Executive Desk Overall size Approximately L-2400mmxW-1000mmxH-750mm Executive dark wood laminated finishing with return desk Approximately L-1200mm x W-600mmxH-700mm. Tabletop: Sleek, High Pressure Laminated (HPL) board, all edges post formed profile finish. Should have fixed side drawers with heavy duty central locking system and keys. Should have concealed inbuilt integrated cable Management Channels and top surface grommets. To approval. Ref D-01 Executive Desk.	3
12	D-03	Executive Desk 1600mmL x 1200mm x 750mmH Executive dark wood laminated finishing with return desk Tabletop: Sleek, High Pressure Laminated (HPL) board, all edges post formed profile finish.	12

No	Code	Description and Specification	Qty
		Should have fixed side drawers with heavy duty central locking system and keys. Should have concealed inbuilt integrated cable Management Channels and top surface grommets. Ref. D-03 Executive Desk	
13	WS-01	<p>Work Station 1600mmL x 1200mm x 750mmH</p> <p>L-shaped desk Tabletop: sleek, birch finished scratch and heat resistant HDF board with standard post formed profile with 25mm thickness and slope edge. Worktop Mounted Grommet for routing Power and Telephone Communication Cables Integrated Cable trunking Channels on Metal Legs Steel firm to approval Color of the metal legs: Light Gray made of Cold Roll Sheets that has undergone Anti-rust treatment prior to powder coating powder coated oven baked finish to approval Features: Side Return with fixed drawers (2 standard drawers, 1 deep drawer and pencil tray as top drawer) with heavy duty central lock, keys and a pedestal.</p>	6
14	WS-02	<p>Work Stations</p> <p>Sizes: 1400mmL x 1200mmD x 750mmH L-Shaped desk Tabletop: sleek, birch finished scratch and heat resistant HDF board with standard post formed profile with 25mm thickness. Integrated Cable Management Channels on Metal Legs Steel, firm gauge to approval. Color of metal legs: Light Gray made of Cold Roll Sheets that has undergone Anti-rust treatment prior to powder coating powder coated oven baked finish Features: Side Return with fixed drawers (2 standard drawers, 1 deep drawer) with heavy duty central lock, keys with standard post-formed edges. All to approval. WS-01 L-Shaped 1600 Work Station.</p>	40
15	WS-03	<p>Work Stations</p> <p>Sizes: 1200mmL x 1200mmD x 750mmH L-Shaped desk Tabletop: sleek, birch finished scratch and heat resistant HDF board with standard post formed profile with 25mm thickness Integrated Cable Management Channels on Metal Legs Steel, firm gauge to approval. Color of metal legs: Light Gray made of Cold Roll Sheets that has undergone Anti-rust treatment prior to powder coating powder coated oven baked finish Features: Side Return with fixed drawers (2 standard drawers, 1 deep drawer) with heavy duty central lock, keys with standard post-formed edges. All to approval. WS-01 L-Shaped 1600 Work Station.</p>	14
16	SD-01	<p>Executive Secretarial Desk</p> <p>Veneered wood High Pressure laminated Board Overall measurement Approximately L- 1600mm x W-1200mm x H-750mm L-Shaped desk with a fixed raised counter. Tabletop: scratch and heat resistant surface finish. Worktop Mounted Grommet for routing Power and Telephone Communication Cables. Should have Integrated Cable Management</p>	2

No	Code	Description and Specification	Qty
		Channels. Should have sturdy base that enables ease of movement without losing base stability and with enough leg room. Features: Side Return with fixed drawers (2 standard drawers and 1 deep drawer) with heavy duty central lock system and keys. All edges to be post-formed. Ref. SD-01 Executive Secretarial Desk All to approval.	
17	CH-02	Conference Lean Genuine Leather Chair Ergonomic chair with lumbar support complete with fixed leather sleeved armrest, swivel with castors, gas filled and adjustable. Tilt tension and tilt lock. All to approval. Ref. CH-02 Conference Lean Genuine Leather Chair.	178
18	VC-02	Visitors Office Chair Genuine Leather Chair Back rest: Ergonomic-lumbar support to approval. Arm rest: Polished chrome upholstered with plastic cap Standard Cantilever base. Ref. VC-02 Visitors Office Chair	40
19	SS-01	Executive Medium Back Height Office Sofa Set Soft genuine leather with high density molded foam 5-sitter units. Sturdy frame structure and base. All to approval. Ref. SS-01 Executive Medium Back Office Sofa Set	3
20	H-01	Coat Hanger Wooden coat hanger with sturdy stand base, Approximately H-1200mmxW-450mm With a provision to hang scarf and umbrella. Should have sturdy stance at the base to ensure stability-all to approval. Ref. H-01 Coat Hunger.	3
21	H-02	Coat Hanger A full height wooden coat hanger with multiple hanging hooks (6 no. hooks) and wide sturdy stance at the base. Approximately height 1500mm. Ref. H-02 Coat Hungers	2
22	RT-01	4 Seater Restaurant Table Set Seating capacity-4 Pax 36'' Restaurant Table Dark Resin with 4 Ladder Back Metal Chairs Sturdy frame structure all to approval. Ref. RT-01 4 Seater Dining Table.	30
23	CT-01	Executive Lounge Rectangular or Oval Shape Coffee Table Dark thick glass top with top with wooden stand. Measurement Approximately 600mm diameter and Height 480mm. Should have a sturdy base. All to approval. Ref. CT-01 Executive Coffee Table	2
24	CT-02	Rectangular or Oval Shape Coffee Table Sleek, executive dark wood with scratch, stain and heat resistant surface. With wooden stand and base shelve. Measurement Approximately 600mm diameter and Height 480mm. Should have a sturdy base. All to approval. Ref. TC-01 Coffee Table	6

No	Code	Description and Specification	Qty
25	MR-01	Magazine Rack/Holder Single Side Magazine Rack, metallic. Ref MR-01 Magazine Rack	1
26	BF-01	Bulk Filing Unit (Mobile Storage System) Size One(1) Single Fixed Basic Bay –W4000mm x H2000mm One(2) Single Movable Bay –W4000 x H2000mm Four(4) Double Movable Bays –W4000 x H2000mm <u>Locking System</u> Lockable by a single lock and key for file security. <u>Stopper Device</u> A safety lock devise or stopper to enable users stop the running gear during filing or file retrieval <u>Labeling</u> The filing system must have provision for fixing labels both outside on the panel and inside on the individual shelves. <u>Versatility</u> The shelves must be adjustable to enable use of any size files. <u>Handles</u> The system should be movable by use of clutch type die casted Handles for easy and efficient rotation. <u>The Filing System Floor</u> The entrance to the filing must be waterfall shaped so as not to trip users during entry and allow for use of book trolley, if need be, in the aisle. <u>Colour</u> Light grey colour <u>Fire Resistance</u> The unit should be finished in grey epoxy powder coating. <u>The Rails</u> The rails on which the system rotates/moves must be made from clear stainless aluminum to prevent rusting. <u>The Rollers</u> The rollers that enable the system to move must also be made from aluminium to prevent them from rusting. <u>Anti-tilt Mechanism</u> The mobile filing unit should come with an anti-tilt mechanism to prevent the cabinets tilting and falling over during opening. <u>Anti-banging Device</u> A device to prevent the bays from making noise on contact with each other. <u>Shelf support</u> To prevent shelves from bending in due to weight, a bar runs below the shelf to act as reinforcement to the shelf. <u>Book End Facility</u> The filing unit should come with chrome-plated steel with gauge of 0.4mm book ends to support files in an upright position in the system. One Book-end for every Box File shelf <u>Storage of Box & Arch Files</u> Four (4) Sliding Tables- the handy tables installed on the bottom of the	3

No	Code	Description and Specification	Qty
		shelves are slide tables that use a soft sliding rail, like a desk making it very convenient for users to simply review and check a document or data inside the racks. Three(3) Magnetic Shelves of chrome-plated steel within the Single Fixed Basic Bay Pull-out Drawers within three levels of one Bay Lateral Pull-out frames within four levels in one Double Movable Bay Warranty: minimum 5 years. Ref. BF-01 Bulk Filing Unit	
27	PS-01	Heavy Duty Shredder Shreds: cards, cds, staples and clips Sheet Capacity: 40-50 sheets Auto start-stop electronic eyes High Security (S3) 4mm x45mm confetti or cross cut pieces. Top guard/cover, Ultra quiet operation, LED cool down indicator Auto shut off after 2 minutes of non-use to save energy to cover. Ref PS-01 Heavy Duty Shredder	1
28	PS-02	Medium Size Shredder Shreds: cards, cds, staples and clips Sheet Capacity: 20-25 sheets Auto start-stop electronic eyes High Security (S3) 4mm x45mm confetti or cross cut pieces. Top guard/cover Ultra quiet operation LED cool down indicator Auto shut off after 2 minutes of non-use to save energy to cover. Ref PS-01 Heavy Duty Shredder	1
29	SC-01	Study Carrels 16 Seater Complete With Chairs Double faced units 9/16" radius front and back corners All upright panels have UV cured natural oak, medium oak and dark finish 30" D x 36" W x 48" H 26 1/2 " or 29" Work Surface Height 26" D x 35" W Work Surface In inches. All to approval. Ref SC-01 Study Carrel	1 set
30	LS- 01	Customized Library Shelves Back to Back shelves overall width 850-900mm with Overall 1.8m by 2.4m double face, wooden shelves with metal frame reinforcing the structure, with additional stability provided by a steel at the uprights for the double face model. Shelves held in place by screw-in pegs. With book divider and serial tags. Ref. LS-01 Customized Library Shelves	10

8. All items are subject to inspection and acceptance by the Client's representative in form of a Committee before delivery.

SECTION VIII: PRICE SCHEDULE

Award shall be per item based on lowest evaluated compliant bidder.

No	Code	Description and Specification	Qty	Unit Price (KShs.)	16% VAT of Unit Price (KShs.)	Total Price (incl. 16% VAT (KShs.))
1	T-01	Executive Boardroom Conference Table	1			
2	T-02	10 Seater Meeting Table	6			
3	T-03	6 Seater Meeting Table	2			
4	CH-01	Executive Boardroom /Conference Chair	22			
5	D-01	Executive Desk	1			
6	CD	Credenza	1			
7	CA-01	5-Tier, 4 Door Executive Cabinets Dark Wood Laminated Finish	2			
8	CA-02	5-Tier 4- Door Cabinets	20			
9	T-04	Executive Round Meeting Table	2			
10	VC-01	Lobby Area Bench	6			
11	D-02	Executive Desk	3			
12	D-03	Executive Desk	12			
13	WS-01	Work Station 1600mmL x 1200mm x 750mmH	6			
14	WS-02	Work Stations	40			
15	WS-03	Work Stations	14			
16	SD-01	Executive Secretarial Desk	2			
17	CH-02	Conference Lean Genuine Leather Chair	178			
18	VC-02	Visitors Office Chair Genuine Leather Chair	40			
19	SS-01	Executive Medium Back Height Office Sofa Set	3			
20	H-01	Coat Hanger	3			

No	Code	Description and Specification	Qty	Unit Price (KShs.)	16% VAT of Unit Price (KShs.)	Total Price (incl. 16% VAT (KShs.))
21	H-02	Coat Hanger	2			
22	RT-01	4 Seater Restaurant Table Set	30			
23	CT-01	Executive Lounge Rectangular or Oval Shape Coffee Table	2			
24	CT-02	Rectangular or Oval Shape Coffee Table	6			
25	MR-01	Magazine Rack/Holder	1			
26	BF-01	Bulk Filing Unit (Mobile Storage System)	3			
27	PS-01	Heavy Duty Shredder	1			
28	PS-02	Medium Size Shredder	1			
29	SC-01	Study Carrels 16 Seater Complete With Chairs	1 set			
30	LS- 01	Customized Library Shelves	10			
Sub Total						
Applicable Taxes						
Discounts						
Delivery Period						
Total						

Manufactures literature/brochures must be attached

a. The products that do not meet specification will be declared Non-responsive.

Name of the Firm: _____

Signature of tenderer: _____

Date and Stamp: _____

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

SECTION IX: STANDARD FORMS

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: Kenya Electricity Generating Company Limited
P.O. BOX 47936-00100
NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery and Installation of Office Furniture and Accessories for Eastern Hydros** in conformity with the said tender documents for the sum of
..... (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Electricity Generating Company Limited.
4. We agree to abide by this Tender for a period of one hundred and twenty days **[120] days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

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

Tender for Supply, Delivery and Installation of Office Furniture and Accessories for Hydro Plaza

TENDER SECURING DECLARATION FORM

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

Date: of Bid Submission]

Tender No. of bidding process]

To: [Insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of THREE YEARS upon approval by the PPRB,if we are in breach of our obligation(s) under the bid conditions, because we –

(a) Have withdrawn our Bid during the period 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 ITT.

3. We understand that this Bid 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 Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid 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 Bid 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] Page

8.2 ***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 (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)

Tender for Supply, Delivery and Installation of Office Furniture and Accessories for Hydro Plaza

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 thisday 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

Tender for Supply, Delivery and Installation of Office Furniture and Accessories for Hydro Plaza

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) – 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 thisday of2017.

Suppliers' / Company's Official Rubber Stamp

8.3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20__ between Kenya Electricity Generating Company Limited of P.O. Box 47936-00100 Nairobi (hereinafter called “the Procuring Entity) of the one part and [name of the Supplier] of [city and country of the Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS the Procuring Entity invited tenders for] and has accepted a tender by the tenderer for the supply of in the sum of [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award and Tenderer’s Acceptance
 - (g) Applicable addenda and clarifications
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

**8.4 PERFORMANCE SECURITY FORM
(To be on the Banks Letterhead)**

To
[name of Procuring entity]

WHEREAS _____
[name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] for dated _____ 20 _____ to Supply Water Meters and Masonry Tools for Eastern Hydros [description of goods] (hereinafter called “the Contract”).

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

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

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

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

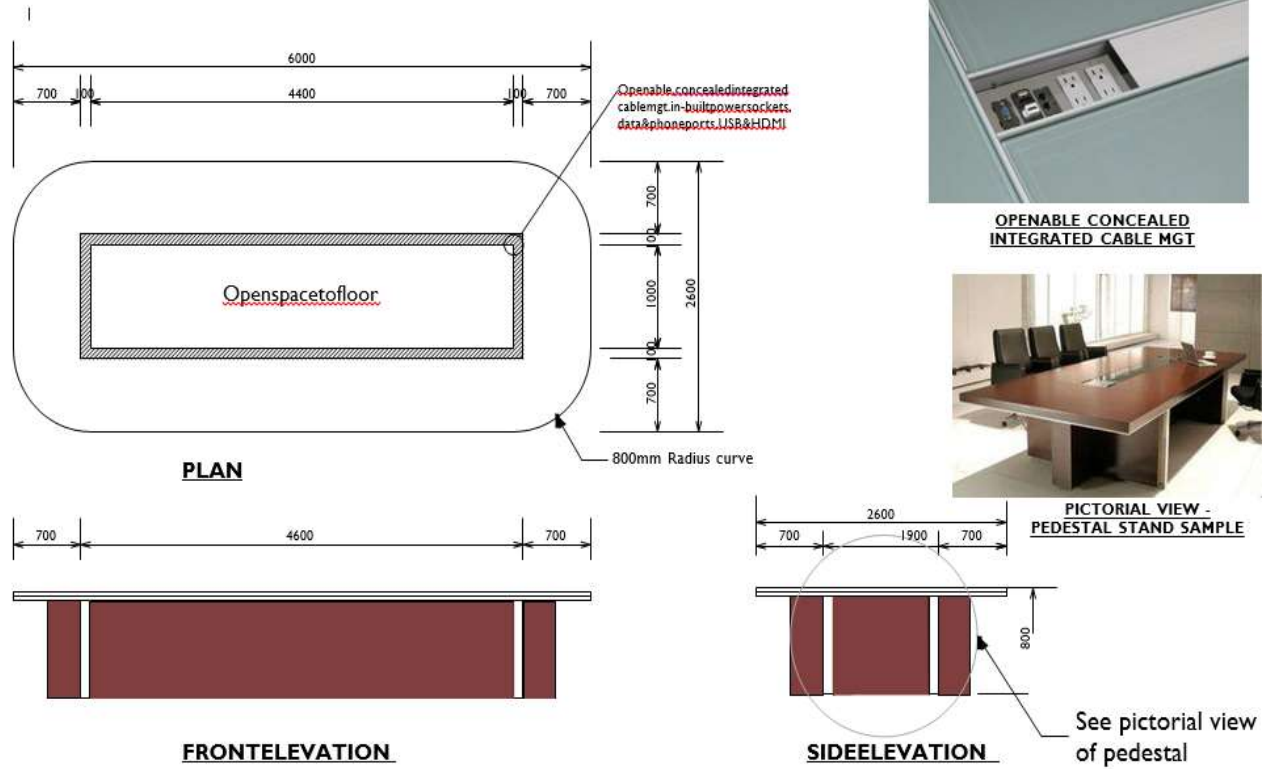
Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Figure 1.



BOARDROOM CONFERENCE TABLE
DRAWING

NOTE: All measurements are in Millimeters