



KenGen

KENYA ELECTRICITY GENERATING COMPANY PLC

KGN-HYD-055-2018

**TENDER FOR DESIGN, MANUFACTURE,
DELIVERY, INSTALLATION, TEST AND
COMMISSIONING OF NEW FRANCIS
TURBINE RUNNERS FOR KAMBURU
POWER STATION.**

(OPEN INTERNATIONAL)

**Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI.**

Website: www.kengen.co.ke

December, 2018

SECTION I INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the **DESIGN, MANUFACTURE, DELIVERY, INSTALLATION AND TEST & COMMISSIONING OF NEW FRANCIS TURBINE RUNNERS FOR KAMBURU POWER STATION** 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; jtheuri@kengen.co.ke; skimani@kengen.co.ke; nkithaka@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 banker's 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 from time to time to be checking the website for any uploaded further information on this tender. Bidders are advised to be keen on the information provided under the Appendix to Instructions to Tenderers (A.I.T.T.) and the Special conditions of the Contract (S.C.C.).

There will be Mandatory Site Visit on 10th January 2019 starting at 10.00 a.m. at Kamburu Power Station

Unless otherwise stated, tenders **MUST** be accompanied by a Tender security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked "**KGN-HYD-055-2018- TENDER FOR DESIGN, MANUFACTURE, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF NEW FRANCIS TURBINE RUNNERS FOR KAMBURU POWER STATION**" and addressed to:

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

On or before: (21st January 2019 at 10.00 a.m.)

Tenders will be opened on (21st January 2019 at 10.30 a.m.) In the presence of tenderers' representatives who choose to attend in the KenGen Pension Plaza 2, Tender Opening Room, Ground Floor. The company reserves the right to vary the quantities.

N/B: KenGen adheres to high standards of integrity in its business operations.

Report any unethical behavior immediately to the provided anonymous hotline service.

- 1) Call Toll Free: 0800722626
- 2) Free Fax: 00800 007788
- 3) Email: kengen@tip-offs.com
- 4) Website: www.tip-offs.com

SUPPLY CHAIN DIRECTOR

SECTION II

INSTRUCTIONS TO TENDERERS

Table of Clauses

- 2.1 Eligible tenderers
- 2.2 Eligible goods
- 2.3 Cost of tendering
- 2.4 Contents of Tender document
- 2.5 Clarification of documents
- 2.6 Amendment of documents
- 2.7 Language of tender
- 2.8 Documents comprising the tender
- 2.9 Tender forms
- 2.10 Tender prices
- 2.11 Tender currencies
- 2.12 Tenderers eligibility and qualifications
- 2.13 Goods' eligibility and conformity to tender documents
- 2.14 Tender security
- 2.15 Validity of tenders
- 2.16 Format and signing of tenders
- 2.17 Sealing and marking of tenders
- 2.18 Deadline for submission of tender
- 2.19 Modification and withdrawal of tenders
- 2.20 Opening of tenders
- 2.21 Clarification of tenders
- 2.22 Preliminary examination
- 2.23 Conversion to single currency
- 2.24 Evaluation and comparison of tenders
- 2.25 Contacting the procuring entity
 - (a) Award of contract
 - (b) Post qualification
 - (c) Award criteria
 - (d) Procuring entity's right to vary quantities
 - (e) Procuring entity's right to accept or reject any or all tenders
- 2.26 Notification of award
- 2.27 Signing of contract
- 2.28 Performance security
- 2.29 Corrupt or fraudulent practices

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 **90 days after** the date of opening of the tender.

2.11 **Tender Currencies**

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

2.12 **Tenderers Eligibility and Qualifications**

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 **Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender

documents of all goods which the tenderer proposes to supply under the contract

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

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity (*if applicable*); and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of Kenya Shillings Sixty (as indicated in the Appendix to Instructions to Tenderers)

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 **90 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,” **21st January 2019 at 10.00 a.m.** The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.3 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 **21st January 2019 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 **21st January 2019 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

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

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

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

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

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is and open international tender
2.12.2	<i>Tender security shall be KES 2,000,000 (Two Million Kenya shillings) in the form of a bank guarantee or from a PPRA accredited insurance firm. It shall be valid for 30 days beyond the tender validity period.</i>
2.13.1	Tender validity shall be 120 days from tender closing date.
2.15.1	The Tenderer shall prepare two copies of the tender , clearly marking each “ ORIGINAL TENDER ” and “ COPY OF TENDER ,” as appropriate. The Tenderer MUST ensure Sequential pagination/serialization of all pages in the tender document, Sec.74.1.i. of the PPADA, 2015.
2.18.1	Tender closing date will be on 21st January 2019 at 10.00 a.m. Tenders will be opened on 21st January 2019 at 10.30 a.m.
EXECUTIVE ORDER NO.2	As per executive order no 2. Effective 1 st July 2018 all Public Procuring Entities shall maintain and continuously update and publicize through the website of the Public procuring Entity ,e-Citizen ,Public Procurement Regulatory Authority platforms, public notice boards and /official Government publications. In compliance to the above the following list shall be a mandatory requirement : <ul style="list-style-type: none"> a. Name of supplier b. Registration details (ID/Registration/Incorporation Number) c. PIN Number d. List of directors, shareholders and beneficial owners(in case of a company) e. Name of proprietor (for sole proprietor and business name) f. Name of partners (for partnerships) g. Business contact information (Telephone and Email Address) h. Postal Address i. Physical address

	<ul style="list-style-type: none"> j. Tax compliance status k. Business permit /License number. l. County of operations
<p>2.22.4</p>	<p>The following shall be the evaluation Criteria</p> <p>A) Mandatory Requirements include</p> <ul style="list-style-type: none"> • Power of Attorney for authorizing a person • Tender has been signed by a person lawfully authorized to do so • Duly completed Tender Form, signed and stamped • Duly completed price schedule • Mandatory site visit • Joint Venture agreement (where applicable) • Duly Completed Tender Security form • Duly Completed Confidential Business Questionnaire (CBQ) as provided. • Copy Certificate of Incorporation / Registration • Completeness of tender duly completed Technical Schedule Form 6A of the Standard Forms • Audited Financial Statement for the last 2 years • Signed warranty statement of 24 months addressed to KenGen • Addendum/Clarification if applicable (communicated addendums must be signed and submitted with the tender) • Duly signed and stamped Manufacturer’s Authorization form for auxiliary equipment • Signed warranty statement of 24 months addressed to KenGen <p>B) Technical Evaluation Requirements</p> <p>The bidder must provide evidence of the following:</p> <ul style="list-style-type: none"> • The Technical Evaluation will be based on compliance with the technical specifications set out in Section V of this tender document and will follow a “PASS/FAIL” evaluation criteria. • Provide manuals /catalogue/ product brochures for technical items offered. • Delivery period – 18 Months after signing of Contract • Firms experience on supply and installation and commissioning of similar runners for the last 5 years. Attach documents for similar project to support the experience.

	<ul style="list-style-type: none"> • Qualification and experience of key site management staff and technical personnel proposed for the contract. CVs to be submitted in the attached Form 5A of the Standard Forms • Method statement on how the tender intends to execute the installation and commissioning. <p>C) Financial Evaluation</p> <ul style="list-style-type: none"> • This will take into account the bidder’s tender price after subjecting the bid to preliminary and technical evaluation. • An examination of the bidder’s quoted price competitiveness and a determination that the quoted price is fair and reasonable, and a comparison with the known current market rates • The financial evaluation will also take into account, in addition to the tender price and the price of incidental services, the following factors: <ul style="list-style-type: none"> (a) deviations in payment schedule from that specified in the Special Conditions of Contract; • The cost of components, maintenance, and service; <p>At the conclusion of the financial evaluation, KenGen will seek to establish the substantially responsive tender that will be determined to be the lowest evaluated, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p>
<p>2.27.7</p>	<p>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract</p> <p><i>Importing suppliers will be required to provide Type-Test Certificates from the country of origin for KenGen’s approval prior to delivery</i></p>

SECTION III:

GENERAL CONDITIONS OF CONTRACT

Table of Clauses

- 3.1 Definitions
- 3.2 Application
- 3.3 Country of Origin
- 3.4 Standards
- 3.5 Use of Contract documents and information
- 3.6 Patent Rights
- 3.7 Performance security
- 3.8 Inspection and Tests
- 3.9 Packing
- 3.10 Delivery and documents
- 3.11 Insurance
- 3.12 Payment
- 3.13 Price
- 3.14 Assignments
- 3.15 Sub contracts
- 3.16 Termination for default
- 3.17 Liquidated damages
- 3.18 Resolution of Disputes
- 3.19 Language and law
- 3.20 Force Majeure
- 3.21 Taxes

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

3.7.5 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 its 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.
- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.17.1- Performance Security	<p>Indicate Particulars of Performance Security: <i>Performance Security shall be 10% of Contract Amount.</i></p> <p><i>In case the Tender is not fully or well executed performance security shall unconditionally be fully seized.</i></p>
3.8.5- Warranty	<i>The supplier shall be required to expressly confirm that the goods supplied shall be under 24 month's warranty.</i>
3.12- Terms of payment	<p><i>Advance payment shall not be applicable</i></p> <p><i>Payment shall be made within 30 days from the date of receipt of certified invoices, delivery notes; goods receipt notes and signing of satisfactory and acceptance report by the engineer.</i></p>
Delivery terms	<i>Delivery terms are Delivered At Place (DAP) – Kamburu Power Station (INCOTERMS 2010)</i> (
Pre-shipment inspection	<ul style="list-style-type: none"> ➤ <i>All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya;</i> ➤ <i>Consignments arriving at Kenyan Ports without this document will be denied entry into the Country.</i> ➤ <i>Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.</i>
3.18.2- Dispute Resolution	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i>

SECTION V: TECHNICAL EVALUATION

TENDER FOR DESIGN, SUPPLY, INSTALLATION, TEST AND COMMISSIONING OF NEW HYDRO TURBINE RUNNERS FOR KAMBURU POWER STATION

A. Technical Evaluation

Note: Only Bidders who fully comply with the technical requirements will be considered for financial evaluation.

	Evaluation Attribute	Requirement	Applicant's Response	Compliant (Yes/No)
1	Experience of the firm: The bidder must provide evidence of their experience in the design and supply of high performance Francis hydro turbine runners	15 years' experience in provision of similar services. Attach at least five references from clients on design and supply of hydro turbine runners of similar size with safe operating range between 14MW and 35MW.		
2	Qualification of Key Personnel a) Project Manager	Attach CVs showing qualifications of nominated Project Manager with at least 15 years' experience on similar works. Attach proof of supervision of similar 3 projects for over ten years		
	b) Installation Supervisor	Attach CVs showing qualifications of nominated Installation Supervisor with at least 10 years' experience on similar works. Attach proof of supervision of similar 3 projects for over ten years		
	c) Commissioning Engineer	Attach CVs showing qualifications of nominated Commissioning Engineer with at least 10 years' experience on similar works.		

		Attach proof of supervision of similar 3 projects for over ten years		
3	Major equipment for use in the design and manufacture	Bidder shall list the major design and manufacturing equipment, their capability and factory location. Capability of equipment to handle sizes of the specified runners must be demonstrated. Proof of equipment and factory ownership must be submitted.		
4	Method Statement	Bidder shall submit a comprehensive method statement on how the project shall be implemented and a complete program of works. This shall also include clear quality control/assurances plan that ensures the products and quality of work adhere to the stipulated standards.		
5	Performance of the runners	Performance curves, preliminary drawings must be provided		
6	Manufacturers Authorizations	Auxiliary equipment		
7	Technical Data	Manuals, Catalogues and product brochures		
8	Delivery Period	18 months		
9	Warranty	Singed warranty of 24 months		

10	Performance Guarantees	Efficiency guarantee and guarantee against cavitation and cracking of the runner in the safe working range of 14 to 35MW. Guarantees given in the tenders shall be verified by Computational Fluid dynamics (CFD) analysis to be performed by the contractor as part of this tender.		
Compliance				

B. Financial Evaluation

Bids that meet preliminary and technical requirement will be subjected to financial evaluation. Tender shall be awarded to the lowest evaluated bidder.

Post-qualification due diligence shall be undertaken to confirm authenticity of the information provided by the recommended bidder concerning their documentation, qualifications, performance, competencies and any other appropriate aspect of their tender. This includes visiting the bidder's premises and client's finished installations.

SECTION VII: SCHEDULE OF REQUIREMENTS

1. GENERAL INFORMATION AND REQUIREMENTS

KenGen intends to procure two new hydro turbine runners for one of its hydro power stations located in Kenya on river Tana, namely Kamburu Power Station.

The purpose of the procurement is to:-

- Provide Kamburu Power Station with two new hydro turbine runners that will operate well under the existing operating conditions efficiently and without cracking.
- Guaranteed reliable performance of the runners without adverse effects of cavitation.

1.1. Introduction

Kamburu Power Station is located near Embu town approximately 170 km from Nairobi and comprises three vertically mounted turbine generators with ratings of 31.4MW each, giving a total installed capacity of 94.2MW. The plant was commissioned in 1974 and utilizes water from Masinga Dam on river Tana and river Thiba. Though the plant is generally in good operational condition, some parts have aged and are currently under refurbishment. The station is currently running on second generation runners, the initial ones having been replaced due to extensive cavitation and frequent runner blade cracking.

The current turbine runners, especially of Unit 1 and Unit 2 still experience frequent runner cracking at the crown. Unit 3 runner has not been experiencing the same phenomenon but has had some cavitation signs. *In situ* repairs have not been able to eliminate the problems and the units have to be stopped repeatedly for the works.

1.2. Tender Bid Documentation by Tenderer

This documentation will give guide to the client during the tender process.

The drawings and information to be submitted to the Client in accordance with the requirement of this clause shall cover the complete scope of work as defined by the specification and shall include, but not be limited, to the followings:-

General assembly drawings of the equipment to be supplied together with sufficient sub-assembly drawings and details to demonstrate fully that all parts will conform to the provisions and intent of the contract documents.

General schematic diagrams for the Equipment including inputs, outputs, flow etc.

The Tenderer shall submit along with the tender bid a comprehensive [summary] work programme, showing all the activities and duration required, from tender award stage to full supply of the equipment.

1.3. Scope of Project

The scope of works shall include design, manufacture, testing and transportation to site, installation and commissioning of the two new hydro turbine runners.

The scope shall include but not be limited to the following works on equipment described in this document:-

- Inspection of equipment at site
- Detailed design and engineering
- Performance of CFD analysis and design reviews with the client
- Manufacturing of equipment
- Transportation and delivery to site
- Installation, site acceptance tests and commissioning
- Obligations in the 24 month guarantee period
- Training
- Documentation and warranty

All the works and equipment that are necessary for the execution of the project at site shall be the responsibility of the contractor.

1.4. Existing Plant/Equipment Data

(a) TURBINE

Turbine	
Turbine type	Vertical Francis
Maximum head	83 m
Rated design head	72 m
Rated output at 72m Head	31.4 MW
Speed	273rpm
Direction of rotation	Anti-Clockwise (viewed from above)
Runaway speed	525 rpm
Max. Guide vane opening	245mm
Spiral inlet diameter	2700mm
Runner inlet diameter	2336mm
Main shaft diameter	570 mm
Discharge at rated load	43.5 m ³ /sec

(b) GENERATOR

The generator is conventional vertical shaft, salient pole design, driven by a Francis Turbine.

The rotor and the brush gear are mounted on solid coupled in line shafts and therefore rotate together at the synchronous speed of 273 rpm.

Generator Data		
Prime Mover Type	Hydro Francis turbine	
Synchronous Machine Type	Salient Pole / Round Rotor	
MACHINE RATING	Parameter	Units
Rated Terminal Voltage	11000	VAC
Alternator Rating (Base for impedance values)	37MVA	MVA
Rated Power Factor	0.85	Pf
Prime Mover Maximum Rating (technology max)	31.4MW	kW/MW

Prime Mover Minimum Rating (technology min)	20MW	kW/MW
Rotational Information		
Alternator Speed	273	rpm
Alternator Inertia, Ia (based on WR ²)	1,000,000	kgm ²
Alternator Inertia Constant, Ha (Based on WR ²)	2.76	kW sec/kVA
Prime Mover Speed	273	rpm
Prime Mover Inertia, Im(based on WR ²)	1,000,000	kgm ²
Prime Mover Inertia Constant, Hm (Based on WR ²)	2.76	kW sec/kVA
Inertia of Gen-Set, Ht (Total of Ia + Im , referred to alternator speed.)	2.76	kW sec/kVA

1.5. Standard and Codes

The work shall conform to the applicable standards and codes of the authorities and technical organizations listed hereunder in their full and abbreviated titles, and of any that may be listed or referred to elsewhere in this document.

This Specification shall have precedence and govern over all items listed below.

1.5. United States Sources

- American National Standards Institute (ANSI will also be used as the reference for standards issued formerly under USA and USAS) – ANSI.
- American Society of Mechanical Engineers Relevant Test Codes and Appendices – ASME.
- American Society for Testing and Materials ASTM.

1.6. Other Sources

- International organization for standardization.
- International Electro-technical Commission IEC.
- Japanese Industrial Standards – JIS.
- Japanese Electro-technical Commission – JEC.
- German DIN
- European standards [AEN]
- Equivalent standards in other jurisdictions may be quoted.

The Contractor shall base the Tender on the applicable standards and codes, which are in effect at the time of submission of the Tender.

The contractor shall indicate the applicable standard for all areas.

1.7. Warranty

The Contractor warrants that goods supplied under the Contract are brand new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for twenty four (24) months after the Equipment or any portion thereof as the case may be, have been commissioned and take over certificate signed by both parties.

1.8.Engineering Services

The contractor shall study all the existing systems under this scope as well as the specifications of the existing plant in order to design and size the replacement parts of the systems.

It is a requirement that the contractor's design Engineer visits the site soon after the tender award to acquaint himself/herself with the plant location and gather the relevant technical aspects for the design phase.

This work includes the engineering of all systems under this scope and associated equipment.

Drawings and information relating to the plant will be made available to the contractor. Two client Engineers conversant with the plant operation will be attached to the contractor during the site visit.

1.9.Instruction/Training on Site for maintenance and test procedures.

The Contractor shall give 'on the job' instruction/training to the client Engineers using the commissioning engineer/supervisor employed on the contract works.

The Contractor's Engineer/supervisor shall train the client's Engineers in such disciplines as;

- Maintenance and test procedures and techniques on the Equipment using test equipment provided by contractor.
- Operational techniques relative to the Equipment.
- Step by step procedure in pre-commissioning and commissioning of the Equipment into operation.

The contractor shall document a detailed maintenance procedure for the supplied units and hand over to the client for use during plant maintenance. The contractor shall furnish all equipment that is necessary for test and maintenance of the supplied generating units.

1.10. Project: Work Program

Within one month after the Date of tender award, four [4] copies of the work schedule shall be prepared in the form of a Critical Path Method Network, covering the design, manufacture, and delivery of the Works, in sufficient detail defining the various sections of the Works, including parts to be supplied by the Contractor. The program shall be prepared by the Contractor and shall be submitted to the Client for approval.

In formulating the work program, the Contractor shall take into account the following activities, to be undertaken by the Client:-

- Clearing and bonding of the equipment to be supplied.
- Runner installation and commissioning works. These works shall be undertaken during the 8 day planned annual maintenance outage for each unit. KenGen annual maintenance program runs from July to June of the following year. Installation works shall be undertaken at least 3 months apart to fall in different quarters of the maintenance year.
- Each runner shall be subjected to a 30 day reliability test run. On satisfactory completion of the Tests on Completion and the Reliability Test period, the Engineer shall issue a Taking over Certificate. This shall show the effective date of Taking Over which shall be the date of

commencement of the successful reliability test period. This shall be the date of commencement of the Defects Liability Period.

- KenGen shall second free of charge, six skilled maintenance staff comprising of craftsmen, technicians and engineers during the installation work. The mix shall be determined jointly between the client and the contractor. The contractor shall avail the necessary tooling and technical staff to provide supervision, guidance and specialized services during the works. This shall be taken into account during costing.

Upon approval of the schedule by the Client, it should thereafter be referred to as the Approved Construction Programme and shall become a part of the Contract.

In executing the Approved Construction Program of this Contract, the Contractor shall co-operate with the Client in order to effect the timely completion of the works as a whole.

1.11. Drawings and Data to be supplied by the Contractor after Tender Award

A. Dimensions

All drawings are to be dimensioned using metric units. All documentation shall be provided in English language. Drawings shall have a KenGen identification number structured as below.

- KGN-KAM-TUR-XXXX

Where XXXX is a numeric number starting from 0001. This shall be further discussed and agreed on during the preliminary design.

B. Drawings approvals

During the design stage, the contractor shall send drawings to the client for approval and comments.

A copy of each drawing and item of data will be returned to the Contractor marked “Approved”, or “Approved as noted”, or “Not Approved”.

Drawings and data requiring revision shall be promptly dealt with and resubmitted as aforementioned. Thereafter, changes shall NOT be made in the Contractor’s drawing without written permission of the Client Engineer. The above procedure shall be repeated for all authorized changes.

All drawings and data supplied by the Contractor subsequent to the date of contract, which cover changes in the work, extra work, or which supplement existing drawings and data shall, upon approval by the Client Engineer, form part of the contract documents.

To expedite the delivery and return of the required drawings, scanned drawings shall be used and sent to the following KenGen E-mail addresses–

jodumbe@kengen.co.ke
c.c:- skimani@kengen.co.ke
nkithaka@kengen.co.ke
jtheuri@kengen.co.ke

The work shall be in accordance with the approved drawings and data and shall not be commenced until such approval has been obtained. Subsequent changes contemplated by the Contractor shall be indicated on revised drawings and data resubmitted for approval. The Contractor shall make

any changes in the design which are considered necessary to make the work conform to the provisions and intent of the specification without additional cost to KenGen.

Approval of the Contractor's drawings and data shall in no way construe or imply relief of the Contractor from responsibility for any error or omission therein or from any obligation under the Contract.

C. Drawings Requirements

Before starting manufacture of the equipment, dimensioned drawings and data showing all significant details of the equipment and materials to be used shall be submitted simultaneously to the Client for approval.

These drawings shall be submitted within the times mentioned here under from the Date of tender award. Time shall be allowed to permit changes to be made if required by the Client. The drawings shall be modified as necessary if requested by the Client, and resubmitted for final approval.

When the Contractor prepares his work program, as required herein, he shall make allowance for the drawing approval time and indicate it on the program. A period of at least four weeks should be allowed for such approval. Claims or extensions of time will not be approved if they are related to the late submission of drawings to the Client or if they involve delays caused by drawings not being approved by the Client.

After approval of drawings by the Client, the Contractor shall supply the approved drawings to the Client, as indicated below.

Drawings for approval	1 Copy
Approved drawings	1 Copy

All drawings submitted for approval or sent to the Client for any other reason may be sent by courier or e-mail.

After all items of the work have been manufactured and erected, complete sets of prints and softcopies of the AS BUILT drawings shall be furnished as indicated below.

- Two Complete sets of Soft copies one in PDF and the other reproducible in the original software
- One license for the original drawing software shall be provided
- Four (4) complete sets of bound prints

The Contractor shall provide the following drawings and information within the first two months after the Date of tender award.

- Preliminary design of the tendered equipment;
- Preliminary arrangement drawings of the equipment.

1.12. Test Procedure Instructions

The Contractor shall prepare and execute a testing program which will establish that specified requirements have been met and that the items furnished and installed will perform as specified and required.

The Contractor shall submit to the Client for approval, during or immediately following the submission of drawings, testing programs describing each test to be performed during factory acceptance tests (FAT), site commissioning and performance tests. The program shall establish the sequence of the tests, the equipment preparation and operation procedures to be followed and the detailed procedure for conducting each test. The program shall also contain performance guarantees, design values, technical particulars, and applicable standard or other criteria for the evaluation of each test. These programs shall be submitted for approval and distributed in the same manner as the drawings.

Workshop tests shall be performed for each runner in accordance with the General Technical Specifications, and the following requirements. Necessary dimensional tests shall be performed on all components. The tests shall include, but not be limited to:

- Material tests
- Radiographic, ultrasonic and magnaflux tests, at the foundry and in the supplier's workshop.
- Magnaflux tests after machining and grinding.
- Radiographic, ultrasonic and magnaflux tests after repair welding.
- Verification of shapes to templates and other dimensional control.

Protocols and records from all tests shall be kept and provided for approval by the Engineer.

1.13. Attendance of client's personnel at factory tests and training.

The Contractor shall arrange for Client's Engineers or staff members to witness tests of the following processes in the Contractor's manufacturing plant.

- Design review
- Factory Acceptance Tests

The contractor shall make necessary arrangement for the visit of two representatives from KenGen for the participation in witnessing the runner design review. The representatives from KenGen will be qualified engineers with experience in this particular field. The contractor's test personnel shall give necessary guidance and explanations during the performance of the different tests. This witnessing is expected to take one week.

The contractor shall also make necessary arrangement for the visit of two representatives from KenGen for the participation to the factory acceptance tests each runner and related equipment in this tender. The representatives from KenGen will be qualified engineers with experience in this particular field. The contractor's personnel shall give necessary guidance and explanations during the different tests and inspections. A total duration of one week is foreseen for each of the inspections.

Necessary expenses including international/internal air ticket cost between Contractor's manufacturing facilities, inland travel charges in the Contractor's country shall be included in the Tender.

The Client will be responsible for the round-trip airfares between Kenya and the Contractor's country, accommodation and all out of pocket expenses.

1.14. Maintenance Equipment

All maintenance and test equipment required shall be included in the price schedule and will be handed over to the client in good order on completion of commissioning tests. This shall include but not limited to:-

- Runner coupling bolts tensioning equipment

- Special spanners
- Any other special equipment necessary for maintenance.

1.15. Operating and Instruction Manuals

The documentation shall be written in English language. This shall contain:-

Introduction, overall operating philosophy, operating conditions, detailed description of the equipment, design calculations, maintenance and test instructions/procedures, installation instructions, Schematics drawings and mechanical assembly drawings.

Four sets of printed and well bound manuals and one soft copy in a CD shall be provided:-

The manuals shall contain:-

- Equipment overall design, specific and special features of design including descriptive drawings where practicable
- Complete operating instructions including precautions and critical points to be observed, including suggested forms to be used in taking periodic readings to maintain operations records. There shall be a tabulation of possible operating difficulties with the probable causes listed and remedial action to be undertaken for each one.
- Design Data for the equipment specifying power, flow. Etc. characteristic curves for the equipment.
- Complete instructions for ordering replacement parts in a manner that would prevent errors or misunderstanding. Recommended forms for tabulating replacement part information and instructions for returning materials to the factory shall be included.

Test reports:

Factory test report (FAT) and site acceptance tests (SAT) report shall be included in the final documentation. This shall include but not limited to: - plotted characteristic curves during commissioning, set points for various parameters, etc.

As Built Drawings and Commissioning test report shall be submitted 2 months after commissioning.

1.16. Twenty Four Months Warranty Period

It is a condition of this contract that all malfunctioning items during the warranty period, to start after issue date of Take over Certificate, shall be replaced by the Contractor at his own cost provided that defects are not as a result of the Client negligence.

2. DETAILED TECHNICAL SPECIFICATIONS

1.1 Scope

The project will consist of design, engineering, manufacture, factory testing and transportation to site of two new hydro turbine runners complete with integral wearing rings.

All works and equipment that are necessary for the execution of the project at site shall be the responsibility of the tenderer.

1.2 General Description/ Overview of Existing System

Kamburu Hydro-electric Plant has been in operation since 1974 when unit 1 and 2 were commissioned followed by unit 3 in 1975. The units have run well over the years but the impact

of wear and tear has been felt on various turbine components calling for their refurbishment, which is currently underway, to ensure continued reliability.

The turbine runners of Unit 1 and Unit 2 have especially been experiencing a unique phenomenon, unrelated to age, of cracking at the runner crown. Unit 3 runner has been observed with slight cavitation effects.

1.3 Requirements of the New Runners

The new runners shall be designed to fit perfectly in the existing arrangement and for continuous and efficient operation throughout the runners' operating range of 14 to 35MW. They shall be designed so as to ensure the undesirable cracking phenomenon, described above, shall not occur again. They shall also be designed to eliminate the undesirable cavitation effects. The contractor shall carry out any modification required on the stationary parts to ensure runner blades cracking and cavitation are eliminated. These modification shall be documented and their effects demonstrated in the tender.

New Francis runners shall be supplied. The runners shall have the following main features:

- The runner shall be made from 13/4 or 16/5 CrNi stainless steel quality or better, well suited for site repairs by welding. The Tender shall contain all relevant information of the make, grade and properties of proposed material.
- If a welded construction is proposed, the entire runner, i.e. vanes, runner band and crown shall be made of the specified material.
- The runner cone bolted to the runner hub shall also be of stainless steel quality.
- The upper and lower wearing rings shall be an integral part of the runner. A proposal with wearing rings shrunk on the runner is not acceptable.
- The existing/spare stationary wearing rings shall be reused. The integral wearing rings shall have a hardness of at least 50 Brinell points higher than the stationary wearing rings.
- Blade surface finish shall be Ra= 1.6 µm or better.
- Runner form and dimensions shall be according to IEC Publication 193 - International Code for Model Acceptance Tests for Hydraulic Turbines (with amendments).
- In the case of cast construction, the runner shall have no casting defects exceeding the requirements to be given by the turbine supplier in the quality sheets from the standard CCH 70-2. All acceptance criteria shall be agreed before award of contract.
- The proposed runner shall not result with increased hydraulic load.
- The runner shall be balanced according to ISO 1940-1973 G 6.3.

New coupling bolts shall be supplied for the coupling of the runner to the turbine shaft. The new coupling bolts shall be designed for installation using hydraulic tensioning and shall be supplied complete with the tensioning equipment. Tensioning procedure shall be documented and demonstrated.

The tenderer and any of his personnel or agents will be granted permission by the Employer for the purpose of inspection of turbine parts to assist in the design of the new runners. This shall be 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 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.

The Contractor shall guarantee the turbine runner against excessive metal removal caused by pitting due to cavitation, for a period of two years from the date of issue of the Operational Acceptance Certificate, provided that the turbine during the guarantee period is operated within normal operating range as stated by the Contractor in the Technical Schedules. The guarantee

shall be given in accordance with IEC Publication 60 “Cavitation pitting evaluation in hydraulic turbines, storage pumps and pump turbines”. The runners shall also be guaranteed against cracking during this period.

Under these guarantees the Contractor shall bear the cost of repairing damage caused by cracking or excessive pitting due to cavitation, and of making any modifications required in the turbine parts to prevent recurrence of these defects. If the repair of the cracks or removal of the pitting require dismantling or transporting of the runner, the Contractor shall be responsible for all costs incurred. Damaged areas shall be repaired by welding and grinding as necessary and restored to a smooth surface that will prevent further cracking or pitting. If cracking or excessive pitting recurs after the runner has been repaired/modified, the Contractor shall be obliged to replace the runner with a new redesigned, satisfactory one. If the runner is repaired or replaced, the guarantee period for the repaired or new runner shall be prolonged according to the Conditions of Contract.

SECTION VIII: PRICE SCHEDULE

Item No.	Description	Unit of Measure	Quantity	Unit Price	Total price
1	Design, manufacture, delivery, installation, test, and commissioning of new Francis turbine runners for Kamburu Power station as specified	Pc	2		
2	Runner coupling bolts and fittings	Set	2		
3	Runner Coupling bolts hydraulic tensioning equipment	Set	1		
4	Design review	Activity	Sum		
5	Factory Acceptance Tests (FAT)	Activity	2 engineers		
6	As Built Drawings, Operation and Instruction manuals	Sum	Sum		
7	Itemize any other service or requirement not mentioned or included in the above list but is critical for completion of the contract				
Sub Total					
Applicable Taxes					
Total Cost DDP Kamburu Power Station					

Name of the Tenderer: _____

Signature: _____

Stamp: _____

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

SECTION IX: APPENDIX TO THE TECHNICAL SPECIFICATIONS

LIST OF DRAWINGS

TURBINE

No.	DETAILS OF DRAWING	KenGen Dwg No.
1.	Draft Tube Details	KAM.M.00171
2.	Spiral casing VI	KAM.M.00189
3.	Top Cover section (Water Box)	KAM.M.00185
4.	Turbine section	KAM.M.00214
5.	Runner	KAM.M.00174
6.	Spiral Casing Complementary Drawing	KAM M.00216.
7.	Turbine Shaft	KAM M.00225
8	Turbine section	KAM.M.00167
9	Air Admission Valve	KAM.M.00193

SECTION VII

STANDARD FORMS

8.1 FORM OF TENDER

Date _____ Tender No. _____

To: _____
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of **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 2018**
“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

8.2 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 of your tender or termination of your contract or debarment of your firm 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

KRA PIN No.....

Value of the largest single assignment you have undertaken to date (**US D/KShs**)

.....

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

Name (s) of your banker (s)

.....

Branches Tel. No's.

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

Full names

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

.....

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.

2.

Company Profile

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

Private or public

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

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

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

Full Names Nationality Citizenship Details Shares

1.....

2.....

Part 2 (d) – Debarment

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

Full Names

Signature

Dated this.....day of

.....2018.

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 of2018.

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 of2018.

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 of2018

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

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

Institution.....

.....

(Title) (Signature) (Date)

Part 2(i) – Experience: *NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT'S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. ITS ALSO NOT APPLICABLE FOR AGPO FIRMS TENDERS.*

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed.**

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

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

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

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

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

Part 2(j or k) – Declaration

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

.....

Signature.....

For and on behalf of M/s

.....

In the capacity of

.....
Dated thisday of
.....2018.
Suppliers' / Company's Official Rubber Stamp
.....

8.3 TENDER SECURITY FORM
(To be on the Banks Letterhead)

WHEREAS [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated
[date of submission of tender] for
.....[name and/or description of the equipment] (hereinafter
called “the Tender”)

KNOW ALL PEOPLE by these presents that **WE** of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto the **Kenya Electricity Generating
Company Limited** (hereinafter called “the Procuring entity”) in the sum of
..... for which payment well and truly to be made to you, the
Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 ____ between
..... [name of **the Employer**] of [country of **the Employer**] (hereinafter called
“**the Employer**”) of the one part and [name of **the Supplier**] of
[city and country of **the Supplier**] (hereinafter called “**the Supplier**”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

(To be on the Banks Letterhead)

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [reference number of the contract] for dated _____ 20 _____
to supply [description of goods]
(hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person authorized.

8.1 SCHEDULE OF SUPPLY OF RUNNER SATISFACTORILY CARRIED OUT BY THE TENDERER WITHIN THE LAST FIVE YEARS

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

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

[Signature and stamp of tenderer]

[Address]

[Date]

8.2 DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY [Form 3A]

Name of Tenderer or partner of a joint venture/consortium

Use a separate sheet for each contract.

1.	Number of contract
	Name of contract
	Country
2.	Name of employer
3.	Employer address
4.	Nature of works and special features relevant to the contract for which the tenderer wishes to bid
5.	Contract role (check one) Sole contract..... Subcontractor.....Partner in a joint venture/consortium.....

6.	Value of the total contract (in specified currencies at completion, or at date of award for current contracts) Currency
7.	Equivalent value US\$
8.	Date of award
9.	Date of completion
10	Contract duration (years and months) _____years _____months
11.	Specified requirements ¹

¹Insert any specific criteria required for the execution of the contract.

This information is declared to be correct by (Tenderer's authorized representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

8.3 KEY PERSONNEL CAPABILITIES

Name of tenderer.....

For specific positions essential to contract implementation, applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position set out in clause 23. Personnel Capabilities in the Instructions to Tender. The data on their experience should be supplied in separate sheets using one Form (5A) for each candidate.

	Title of position: P r o j e c t M a n a g e r
	Name of prime candidate:
	Name of alternate candidate:
2.	Title of position: Installation Supervisor Mechanical equipment
	Name of prime candidate:
	Name of alternate candidate:
3.	Title of position: Installation Supervisor Electrical equipment
	Name of prime candidate:
	Name of alternate candidate:
4.	Title of position: Commissioning Engineer
	Name of prime candidate:
	Name of alternate candidate:

8.4 CVS OF KEY PERSONNEL [Form 5A]

Name of Tenderer:

Position		Candidate <ul style="list-style-type: none"> <li style="display: inline-block; width: 45%; text-align: center;">• Prime <li style="display: inline-block; width: 45%; text-align: center;">• Alternate 	
Candidate information	1. Name of candidate	2. Date of birth	
	3. Professional qualifications		
Present employment	4. Name of employer		
	Address of employer		
	Telephone	Contract (manager/personnel officer)	
	Fax	Telex	
	Job title of candidate	Years with present employer	

Summarize professional experience over the last 6 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

From	To	Company/Project/Position/ Relevant technical and management experience

I certify that the above information is correct.

.....

(Candidate)

.....

(Signature)

.....

(Date)

.....

(Authorized Officer)

.....

(Signature)

.....

(Date)

8.5 TECHNICAL SCHEDULES FORM-6A

Bidders shall complete the technical schedules in their entirety at the time of tendering. The schedules are extracted from the main specifications. Refer to the main specification and annexes for details.

Note 1

The bidder is expected to indicate, as the case may apply,

- I. Equipment rating, features, standards used, etc.
- II. Whether the offer complies with the specified clause of the tender document (Compliant or Not Compliant)

Note 2

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

BIDDER'S CHECK LIST TO GUIDE- MARK AS APPROPRIATE		
ITEM NO.	REQUESTED DETAILS	TICK
1	Signed Tender Form	
2	Tender Security in assigned amount	
3	Certificate of Registration	
4	Price schedules	
5	Mandatory business Questionnaire	
6	Copy of JV (where applicable)	
7	Signed Tender Securing Form	
8	Copy of Valid Tax Certificate	
9	Addendums (if applicable)	
10	Firms experience in similar works	
11	Attachment of Technical Data Sheet	
12	Manufacturers Authorization	
13	Serialized pagination of all document	
14	Submitted original & a copy	
15	Financial Statement signed and approved	