KenGen

KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-HYD-09-2017

TENDER ON ESTABLISHMENT OF TREES BUFFER ZONE PHASE II ALONG KENGEN BOUNDARIES IN KINDARUMA POWER STATION

(EXCLUSIVE TO FIRMS OWNED BY THE YOUTH)

Kenya Electricity Generating Company Limited
Stima Plaza Phase III, Kolobot Road, Parklands
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NAIROBI.
Website: www.kengen.co.ke

March 2017

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SECTION I:

INVITATION TO TENDER *(IFT)*

The Company invites sealed tenders from eligible candidates to tender for **Establishment of trees buffer zone along KenGen boundaries in Kindaruma power station** whose specifications are detailed in the Tender Documents.

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

Supply Chain Direct,
Tel: (254) (020) 3666000
Fax: (254) (020) 3666200
Email:
c.c: jwere@kengen.co.ke
c.c: ambutu@kengen.co.ke

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

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

Tenders **must** be accompanied by a **valid Tender Securing Declaration Form** in the form and amount specified in the tender documents, and clearly **marked "***TENDER ON ESTABLISHMENT OF TREES BUFFER ZONE Phase II ALONG KENGEN BOUNDARIES IN KINDARUMA POWER STATION***"** and must be delivered to:

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

On or before: **22nd March 2017 at 10.00 am.**

Mandatory Site Visit: There will be a mandatory site visit on.**15th March 2017 at 10.00 a.m.** and thereafter a Pre-bid conference at Kindaruma Power station.

Tenders will be opened on **22nd March 2017 at 10.30 a.m.** in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor. The company reserves the right to vary the quantities.

SUPPLY CHAIN DIRECTOR

SECTION II

A. Introduction: **INSTRUCTION TO TENDERERS**

1. Scope of tender

1.1 The Procuring Entity indicated in the **Tender Data Sheet** (TDS) invites Tenders for the construction of works as specified in the **Tender Data Sheet**

1.2 The successful Tenderer will be expected to complete the works by the completion date he/she has indicated.

1.3 The objectives of the works are listed in **the (Technical Specifications)**

2. Eligible Tenderers

2.1 A Tenderer may be a natural person, private or public company, government-owned institution, subject to sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable.

2.2 The Invitation for Tenders is open to all Contractors as defined in the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations, 2006 except as provided hereinafter.

2.3 National Tenderers shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya, such as the Ministry of Public Works, National Construction Authority or the Energy Regulatory Commission.

2.4 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

a) Are associated or have been associated in the past directly or indirectly with employees or agents of the Procuring Entity or a member of a board or committee of the Procuring Entity;

b) Are 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 works under this Invitation for Tenders;

c) Have controlling shareholders in common; or

d) Receive or have received any direct or indirect subsidy from any of them; or

e) Have the same legal representative for purposes of this Tender; or

f) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

g) Submit more than one Tender in this Tendering process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderer and subcontractor simultaneously.

2.5 A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the project and related services that are the subject of the Tender.

2.6 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Kenya in accordance with TDS and GCC

2.7 Government owned enterprises in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.

2.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3. One Tender per Tenderer

3.1 A firm shall submit only one Tender, in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture pursuant to ITT Clause 5.

3.2 No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.

3.3 A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.

3.4 A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or incases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.

4. Alternative Tenders by Tenderers

4.1 Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer's technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **Tender Data Sheet**. If so allowed, sub-Clause 4.2 and 4.3 shall govern.

4.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **Tender Data Sheet** as will the method of evaluating different times for completion.

4.3 If so allowed in the **Tender Data Sheet**, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.

5. Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

6. Site Visit and Pre-Tender Meeting

6.1 The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

6.2 The Procuring Entity may conduct a site visit and a pre-Tender meeting. The purpose of the pre-Tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3 The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the **Tender Data Sheet**.

7.4 The Tenderer is requested as far as possible, to submit any questions in writing or by electronic means to reach the procuring Entity before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with sub-Clause 6.5.

6.5 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-Tender meeting will be transmitted within the time stated in the **Tender Data Sheet** to all purchasers of the Tendering documents. Any modification of the Tendering documents listed in sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT sub Clause 10.2 and not through the minutes of the pre-Tender meeting.

6.6 Non-attendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer unless specified to the contrary in the **Tender Data Sheet**.

B. Tendering Documents

7 Content of Tendering Documents

7.1 The works required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Section I Invitation for

Tenders, Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT sub Clause 9.2 include:

Section II Instructions to Tenderers
Section III Tender Data Sheet
Section IV General Conditions of Contract
Section V Contract Data Sheet
Section VI Specifications
Section VII Drawings
Section VIII Bill of Quantities
Section IX Forms of Tender

- Form of Tender
- Appendix to Tender
- Confidential Business Questionnaire
- Integrity Declaration
- Letter of Acceptance
- Form of Contract Agreement

Section X Forms of Security

- Tender Security Form
- Performance Bank or Insurance Guarantee
- Advance Payment Guarantee

7.2 The number of copies to be completed and returned with the Tender is specified in the **Tender Data Sheet.**

7.3 The Invitation for Tenders (Section I) issued by the Procuring Entity is not part of the Tendering Documents and is included for reference purposes only. In case of discrepancies between the Invitation for Tenders and the Tendering Documents listed in sub-Clause 7.1 above, the said Tendering Documents will take precedence.

7.4 The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the authorized staff of the Procuring Entity.

7.5 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

8. Clarification of Tendering Documents

8.1 A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing, e-mail or facsimile at the Procuring Entity's address indicated in the **Tender Data Sheet**.

8.2 The Procuring Entity will within the period stated in the **Tender Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Tender Data Sheet** prior to the deadline for the submission of Tenders prescribed in sub-Clause 21.1.

8.3 Copies of the procuring entity's response will be forwarded to all Purchasers of the Tendering documents, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Entity deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT Clause 9

9. Amendments of the Tendering Documents

9.1 Before the deadline for submission of Tenders, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tendering documents by issuing addenda.

9.2 Any addendum issued shall be part of the Tender documents pursuant to sub-Clause 7.1 and shall be communicated in writing, by e-mail or facsimile to all who have obtained the Tendering documents directly from the Procuring Entity.

9.3 In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity at its discretion shall extend, as necessary, the deadline for submission of Tenders, in accordance with sub-Clause 21.2

C. Preparation of Tenders

10. Language of Tender

10.1 The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the Tender language stipulated in the **Tender Data Sheet**. Supporting documents and printed literature furnished

by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the Tender, the translation shall prevail.

11. Documents Constituting the Tender

11.1 The Tender submitted by the Tenderer shall consist of the following components:

a) The Form of Tender (in the format indicated in Section IX) completed in accordance with ITT Clause 14, 15 and 16;

b) Information requested by Instructions to Tenderers ITT sub-Clause 12.2; 12.3 and 12.4;

c) Tender Security or Tender Securing Declaration in accordance with Instructions to Tenderers ITT Clause 18;

d) Priced Bill of Quantities;

e) Qualification Information Form and Documents;

f) Alternative offers where invited in accordance with Instructions to Tenderers ITT Clause 4;

g) Written confirmation authorizing the signatory of the Tender to commit the Tenderer in accordance with Instructions to Tenderers ITT sub Clause 18.2; and

h) And any information or other materials required to be completed and submitted by Tenderers, as specified in the **Tender Data Sheet**.

12. Documents Establishing Eligibility and Qualifications of the Tenderer

12.1 Pursuant to ITT Clause 12, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

12.2 In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their Tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission. The update or

confirmation should be provided in Section IX.

12.3 If the Procuring Entity has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the **Tender Data Sheet**:

12.4 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Tender Data Sheet**:

a) The Tender shall include all the information listed in the **Tender Data Sheet** pursuant to sub-Clause 12.3 above for each joint venture partner;

b) The Tender shall be signed so as to be legally binding on all partners;

c) One of the partners will be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;

e) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Tender and in the Agreement (in case of a successful Tender); and

f) A copy of the joint venture agreement entered into by all partner shall be submitted with the Tender. Alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all partners and submitted with the Tender, together with a copy of the proposed Agreement.

g) The Tender Security and Tender Securing Declaration as stated in accordance with ITT Clause 18, and in case of a successful Tender, the

Agreement, shall be signed so as to be legally binding on all partners.

13. Lots Package

13.1 When Tendering for more than one contract under the lots arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being tendered in regard to:

a) Average annual turnover;
b) Particular experience including key production rates;
c) Financial means, etc;
d) Personnel capabilities; and
e) Equipment capabilities.

13.2 In case the Tenderer fail to fully meet any of these criteria, it may be qualified only for those lots for which the Tenderer meets the above requirement.

14. Form of Tender

14.1 The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.

15. Tender Prices

15.1 The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

15.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.

15.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of Tenders, shall be included in the rates, prices and total Tender price submitted by the Tenderer.

15.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the **Tender Data Sheet** and the provisions of the Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the **Contract Data Sheet**.

16. Tender Currencies

16.1 The unit rates and prices shall be quoted by the Tenderer in the currency as specified in the **Tender Data Sheet.**

16.2 Tenderers shall indicate details of their expected foreign currency requirements in the Tender, if any. The rates of exchange to be used by the Tenderers in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the authority specified in the **Tender Data Sheet** prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. In any case, payments will be computed using the rates quoted in the Tender.

16.3 Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data Sheet are reasonable and responsive to sub-Clause 16.1.

17.Tender Validity Period

17.1 Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 21. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non responsive.

17.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 18 in all respects.

17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into

consideration on the above correction.

18. Tender Security and Tender Securing Declaration

18.1 Pursuant to ITT Clause 11, where required in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet**.
A Tender Securing Declaration as specified in the **Tender Data Sheet** in the format provided in section X shall be provided as a mandatory requirement.

18.2 The Tender Security or Tender Securing Declaration is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT sub-Clause 18.9.

18.3 The Tender Security shall be denominated in the currency of the Tender and shall be in one of the following forms:

a) Cash;

b) A Bank Guarantee;

c) An Insurance Bond issued by an insurance firm approved by the PPOA located in Kenya;

d) An irrevocable letter of credit issued by a reputable bank.

18.4 The Tender Security shall be in accordance with the Form of the Tender Security included in Section X or another form approved by the Procuring Entity prior to the Tender submission.

18.5 The Tender Security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 18.8 are invoked.

18.6 Any Tender not accompanied by a Tender Security in accordance with sub-Clauses 18.1 or 18.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 27.

18.7 The Procuring Entity shall immediately release any Tender Security if:

a) The procuring proceedings are terminated;

b) The Procuring Entity determines that none of the submitted Tenders is responsive;

c) A contract for the procurement is entered into.

19.8 The Tender Security shall be forfeited and the Tender Securing Declaration executed if the Tenderer:

a) Withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which Tenders must remain valid;

b) Rejects a correction of an arithmetic error pursuant to sub-Clause 28.2;

c) Refuse to enter into a written contract in accordance with ITT Clause 39;

d) Fails to furnish the Performance Security in accordance with ITT Clause 40.

18.9 The Tender Security and Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.

18.10 A Tenderer shall be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Securing Declaration:

a) If the Tenderer withdraws its Tender, except as provided in ITT sub-Clauses 17.2 and 28.2; or

b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

(i) Sign the contract; or

(ii) Furnish the required Performance Security.

19. Format and Signing of Tender

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 of these Instructions to Tenderers, with the Form of Tender, and clearly marked **"ORIGINAL"**. In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **Tender Data Sheet**, and clearly marked as **"COPIES"**. In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Tenders shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of

the Tenderer. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.

19.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Tender.

19.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract

D. Submission of Tenders

20. Sealing and Marking of Tenders

20.1 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 securely sealed in such a manner that opening and resealing cannot be achieved undetected.

20.2 The inner and outer envelopes shall:

a) Be addressed to the Procuring Entity at the address given in the **Tender Data Sheet**; and

b) Bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (IFT) title and number indicated in the **Tender Data Sheet**, and a statement: "**DO NOT OPEN BEFORE,"** to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to ITT sub-Clause 21.1.

20.3 In addition to the identification required in sub-Clause 20.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender be returned unopened in case it is declared late, pursuant to sub-Clause 21.1 and for matching purpose under ITT Clause 22

20.4 If the outer envelope is not sealed and marked as required by ITT sub clause 20.2, the Procuring Entity shall assume no responsibility for misplacement or premature opening of the Tender.

21. Deadline for Submission of Tenders

21.1 Tenders shall be received by the Procuring Entity at the address specified under ITT sub-Clause 20.2 no later than the date and time specified in the **Tender Data Sheet.**

21.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.

21.3 The extension of the deadline for submission of Tenders shall not be made later than the period specified in the **Tender Data Sheet** before the expiry of the original deadline.

22. Late Tenders

22.1 The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 21.

22.2 Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer

23. Modification, Substitution and Withdrawal of Tenders

23.1 A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline prescribed for submission of Tenders prescribed under ITT sub-Clause 21.1.

23.2 The Tenderer's modification or substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 19 and 20 with the outer and inner envelopes additionally marked "**MODIFICATION**" or **SUBSTITUTION** or "**WITHDRAWAL"** as appropriate. The notice may also be sent by electronic mail and facsimile, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

23.3 No Tender may be withdrawn, replaced or modified 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 shall result in the Tenderer's forfeiture of its Tender Security or execution of Tender Securing Declaration, pursuant

to the ITT sub-Clause 18.9.

23.4 Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the **Tender Data Sheet** or as extended pursuant to sub-Clause 21.2 shall result in the forfeiture of the Tender Security and execution of Tender Securing Declaration pursuant to ITT sub-Clause 18.9.

23.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.

E. Opening and Evaluation of Tenders

24. Opening of Tenders

24.1 The Procuring Entity will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT Clause 23, in public, in the presence of Tenderers or their representatives who choose to attend and other parties with legitimate interest and Tender proceedings, at the place on the date and at time specified in the **Tender Data Sheet**. The Tenderers' representatives who are present shall sign a register as proof of their attendance.

24.2 Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 23 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked **"MODIFICATION"** shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked or **"SUBSTITUTION"** opened and the submissions therein read out in appropriate detail.

24.3 All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, and such other details as the appropriate tender opening committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening.

24.4 Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.

24.5 Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderer's Tender.

24.6 No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 22.

24.7 The Secretary of the appropriate tender opening committee shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderers and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.

24.8 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record.

24.9 A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.

25. Confidentiality

25.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

25.2 Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.

25.3 Notwithstanding sub-Clause 25.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

26.1 To assist in the examination, evaluation, comparison of Tenders and post-qualification of the Tenderer, the Procuring Entity may, at its discretion, ask a Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.

26.2 The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Tenders in accordance with ITT Clause 27.

26.3 From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing.

27. Preliminary Examination of Tenders

27.1 Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether:

a) The Tender has been submitted in the required format;

b) Any Tender Security submitted is in the required form, amount and validity period;

c) The Tender has been signed by the person lawfully authorized to do so;

d) The required number of copies of the Tender have been submitted;

e) The Tender is valid for the period required;

f) All required documents and information have been submitted; and

g) Any required samples have been submitted.

27.2 The Procuring Entity will confirm that the documents

and information specified under ITT Clause 11 and ITT Clause 12 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, t**he Tender shall be rejected**. The evaluation shall be carried out in three phases comprising compliance to preliminary or general requirements, compliance to technical specifications and financial evaluation. Tenderers deemed to be non-compliant to preliminary or general requirements shall be disqualified henceforth and their bid not subjected to the second phase of evaluation of compliance to Technical Specifications. Similarly, tenderers whose bids shall be deemed to be non-compliant to Technical Specifications shall be disqualified at that stage and their bids not subjected to the final phase of financial evaluation. Bids established to be compliant to both Preliminary or General Requirements shall be subjected to financial evaluation and tender awarded to the lowest evaluated bidder. Apart from the requirements captured in Section 27.0, some of the Preliminary or General Requirements are captured in Sections IX (A-I) and Section X.

27.3 The Procuring Entity may waive any minor informality, nonconformity, 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.

27.4 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one that:

a) Affects in any substantial way the scope, quality, or execution of the Works;

b) Limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer’s obligations under the Contract; or

c) If rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

27.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or

withdrawal of the non-conforming deviation or reservation.

28. Correction of Errors

28.1 Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows:

a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.2 The amount stated in the Tender will be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited and the Tender Securing Declaration may be executed in accordance with sub-Clause 18.9.

29. Conversion to Single Currency

29.1 To facilitate the evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to Kenya Shillings at the selling exchange rate established for similar transactions by the Central Bank of Kenya ruling on the date specified in the **Tender Data Sheet**.

30. Comparison of Tenders

30.1 The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 27.

30.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

Making any correction for errors pursuant to ITT Clause 28;

Excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work , where priced competitively ; and
Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub-Clause 23.5.

30.3 The Procuring Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Tenderer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.

31. National Preference

31.1 In the evaluation of Tenders the Procuring Entity shall apply exclusive preference to citizens of Kenya where:

a) The funding is 100% from the Government of Kenya or a Kenyan body;

b) The amounts are below the prescribed threshold in **the Tender Data Sheet**

31.2 To qualify for the preference the candidate shall provide evidence of eligibility by:

a) Proving Kenyan citizenship by production of a Kenyan Identity Card; or

b) Providing proof of being a “citizen contractor” in terms of section 3(1) of the Act, i.e. being a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Kenya.

c) Foreign successful bidder must incorporate a mix of local expertise either through subcontracting, or technical expertise

31.3 The Minister of Finance may prescribe additional preference and/or reservation schemes, for example for procurements above these thresholds. If such additional preference schemes apply, details will be

given in the **Tender Data Sheet**.

32. Determination of the Lowest Evaluated Tender

32.1 The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.

33. Post-Qualification of Tenderer

33.1 If specified in the **Tender Data Sheet**, post-qualification shall be undertaken.

33.2 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, in accordance with the criteria listed in sub-Clause 12.3.

33.3 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 12.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderer's qualifications.

33..4 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

34. Criteria of Award

34.1 Subject to ITT Clause 34 and 35, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:

a) Eligible in accordance with the provisions of ITT Clause 2;

b) Is determined to be qualified to perform the Contract satisfactorily;

c) Successful negotiations have been concluded.

35.2 If, pursuant to sub-Clause 13.1, this Contract is being awarded on a "lot and package" basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderer for award of more than one Contract.

35. Clarifications

35.1 Clarifications may be undertaken with the lowest evaluated Tenderer relating to the following areas:

a) A minor alteration to the technical details of the statement of requirements;

b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Tendering documents;

c) A minor amendment to the Contract Data Sheet;

d) Finalizing payment arrangements;

e) Mobilization arrangements;

f) Agreeing final delivery or work schedule to accommodate any changes required by the Procuring Entity;

g) The methodology or staffing; or

h) Clarifying details that were not apparent or could not be finalized at the time of Tendering.

35.2 Clarifications shall not change the substance of the tender.

36. Procuring Entity's Right to Accept any Tender and to Reject any or all Tenders

36.1 Notwithstanding ITT Clause 34, the Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.

36.2 Notice of the rejection of all Tenders shall be given promptly within 14 days to all Contractors that have submitted Tenders.

36.3 The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.

37 Procuring Entities Right to Vary Quantities at the Time of Award

37.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **Tender Data Sheet**, without any change in unit price or other terms and conditions of the Tender and Tendering documents.

38. Notification of Award

38.1 The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Contractor in consideration of the provision and maintenance of the Work(s) as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

38.2 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 39 and signing the Contract in accordance with sub-Clause 38.2

38.3 At the same time as the person submitting the successful Tender is notified, the Procuring Entity will notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security and Tender Securing Declaration of the Tenderer pursuant to ITT sub Clause 18.7.

38.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which it’s Tender or application for pre-qualification was unsuccessful, it should address its request to the secretary of the Tender Committee that authorized the award of contract. The secretary of the Tender Committee shall, within fourteen days after a request, provide written reasons as to why the Tender, proposal or application to be pre-qualified was unsuccessful. However, failure to take this opportunity to clarify the grounds for rejection does not affect the Tenderer’s right to seek immediate review by the Public Procurement Administrative Review Board under Clause 45.

39. Signing of Contract

39.1 Promptly, and in no case later than 14 days, after notification, Procuring Entity shall send the successful Tenderer the Agreement and Contract Data Sheet, incorporating all agreements between the parties obtained as a result of Contract negotiations.

39.2 Within the period specified in the notification or Tender Data

Sheet but not earlier than fourteen (14) days since notification of award of contract, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity.

40. Performance Security

40.1 Within fifteen (15) days but after 7days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the Tender Data Sheet and the Contract Data Sheet, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

40.2 If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:

a) At the Tenderer's option, by a bank or insurance firm located in Kenya, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in Kenya;

b) With the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.

40.3 Failure of the successful Tenderer to comply with the requirement of sub-Clause 40.1 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 Tenderer or call for new Tenders.

41. Advance Payment

41.1 The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Tender Data Sheet.

41.2 The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Contract Data Sheet.

SECTION III

TENDER DATA SHEET (TDS)

Instructions to Tenderers Clause Reference

TDS Ref. No	ITT Clause No	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
		A. Introduction
1.	**1.1**	The "Procuring Entity" also called Employer is The Kenya Electricity Generating Company Limited (KenGen).
2.	**1.1**	The works include **ESTABLISHMENT OF TREES BUFFER ZONE Phase II ALONG KENGEN BOUNDARIES IN KINDARUMA POWER STATION"**
3.	**1.2**	The duration of implementation from commencement date of the works to the date of issue of the Taking Over Certificate shall be 15 months.
4.	**1.3**	The main objective of the project: Establish a trees buffer
5.	**2.6**	Corruption and ethical standards The Government requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. It is the responsibility of the Procuring Entity to ensure that Tenderers, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy: For the purpose of this provision, the following definitions are provided: (i). "**Corruption**" has the meaning assigned to it in the Anti-Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution; (ii). "**Fraudulent Practice**" includes a misrepresentation of

fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and deprive the Procuring Entity of the benefits of free and open competition;

(iii). **"Collusive Practice"** means an arrangement between two or more suppliers, contractors and subcontractors designed to achieve an improper purpose, including to influence improperly the actions of the Procuring Entity prior to or after Tender submission, designed to establish Tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefit of free and open competition;

(iv). **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or subcontractor or the property of any of them to influence improperly the actions of a Procuring Entity;

(v). **"Obstructive Practice"** means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

A Procuring Entity has the right to require that Tenderers, suppliers, and contractors and their subcontractors permit persons duly appointed by KACC/PPOA/KNAO to inspect their accounts and records and other documents relating to the Tender submission and contract performance;

The Procuring Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent practices or others stated under Clause 44.1.a in competing for the contract;

In pursuit of the policy defined in sub-Clause 44.1, the Procuring Entity will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring Entity or Approving Authority or of a beneficiary of the funds during the procurement or the execution of that contract;

In the event that the Procuring Entity or Approving Authority does

not take timely and appropriate action satisfactory to the Government of Kenya to remedy the situation, then the Director-General may order an investigation of procurement proceedings for the purpose of determining whether there has been a breach of the Public Procurement and Disposal Act, 2005.

6.	**4.1**	Alternative offers are not allowed.
7.	**4.2**	Alternative times for completion are not allowed.
8.	**6.3**	Company Pre-tender meeting and site visit shall be held on **15th March 2017 at 10.00 a.m.**
9.	**6.5**	The minutes of the pre-Tender meeting will be made available
10.	**6.6**	Non-attendance at the pre-tender meeting will result in disqualification. Bidders are strongly advised to visit site and obtain for themselves information adequate for them to prepare a responsive bid.
11.	**6.5**	The minutes of the pre-Tender meeting will be made available
12.	7.1	The number of copies to be completed and returned with the original Tender is one(1)
13.	**8.1**	Period to respond to request for clarification by the Procuring Entity: at most seven (7) days prior to tender closure. Period Prior to deadline for submission of Tenders for Tenderers to request clarification shall be **at least 3 days** prior to deadline
14.	**8.2**	Potential bidders are advised to regularly check KenGen website for any uploaded information on this tender. Any issued Addenda/Clarification shall be uploaded by Procuring entity on the website.
15.	**8.3.1**	Language of Tender and all correspondence shall be *English.*
16.	**10.1**	National Tenderers shall be required to provide evidence of their fulfilment of requirements under Sub-Clause 3.3

17. 11.3

a) **"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.

b) **Local Taxation**

i). 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.

ii). 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.

iii.) 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.

c) Tax Deduction

i). 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.

ii). 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.

d) Tax Indemnity

i). 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.

ii) 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.

iii). 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.

The rates and prices quoted by the Tenderer shall be fixed during the performance of the Contract.

18. **15.3.1 Taxes** The currency in which the prices shall be quoted shall be: Kenya Shillings or in any freely convertible currencies. However, the maximum number of currencies shall be limited to two (2).

19. **16.1** The authority for establishing the rates of exchange shall be Central Bank of Kenya.

The applicable date for exchange rates for tendering and evaluation purposes is the exchange rate at the closing date.

20.	**16.2**	The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) calendar days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 21) whichever is the later.
21.	**17.1**	The Tenderer shall furnish as part of his tender, a Tender Security in the amount of Kshs……..
		Valid for at least 30 days beyond tender validity
		Foreign bidders who choose to use bank guarantee must do so through corresponding local bank
		Tender securing declaration shall not be accepted in place of Tender Security.
22.	**18.1**	In addition to the original of the Tender, the Tenderer shall submit one (1) copy of the Tender.
23.	**19.1**	Written confirmation of authorization shall be power of attorney, in cases of joint venture/consortium.
24.	**19.2**	Tenders shall be submitted to :
		The Company Secretary & Legal Affairs Director **Kenya Electricity Generating Company Limited** **7th Floor, Stima Plaza** **Kolobot Road, Parklands** **P.O. Box 47936-00100** **Nairobi, Kenya**
25.	**20.2 a)**	The name and identification of the project is: **TENDER ON ESTABLISHMENT OF TREES BUFFER ZONE PHASE II ALONG KENGEN BOUNDARIES IN KINDARUMA POWER STATION**
		The tender number is: **KGN-HYD-09-2017** Date and Time for submission is: **22nd March 2017 at 10.00 a.m.**
26.	**21.2 b)**	The deadline for Tender submission is: **22nd March 2017 at 10.00 a.m.**

D. Submission of Tenders

27.	**21.3**	The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) calendar days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 21 here above) whichever is the later.

28.	**21.4**	The extension of the deadline for submission of Tenders shall be made not later than seven (7) days before the expiry of the tender deadline.
29.	**21.3**	The Tender opening shall take place at: **Company:** Kenya Electricity Generating Company **Street address**: Kolobot Road off Limuru Road **Building/Plot No**: Stima Plaza **Floor/Room No**: 7th Floor **City/Town**: Nairobi **Country**: Kenya The amount on the Tender form shall be assumed to be inclusive of all offered discounts and all applicable taxes.
30.	**24.1**	The date applicable is the closing date of the tenders

E. Opening and Evaluation of Tender

A	**Preliminary evaluation**
	(a) Valid AGPO certificate for the tenderer. (b) Duly filled business mandatory confidential business questionnaires provided (c) Copy of Valid Tax Compliance or exemption Certificate, (d) A recommendation letter from a Kenya Forest office or an equivalent in the same field, a body in Government of Kenya on your ability to execute the Work. (e) CVs showing qualifications and experience of key site management and technical personnel proposed for the Contract; these should be in the prescribed format. (f) Duly completed and signed Mandatory site visit certificate issued during site visit (g) Sequential pagination / serialisation of all pages in the tender document (h) Signed and stamped Tender Securing Declaration Form, attach copy (i) Duly filled, signed and stamped Tender Form (j) Signed and stamped Bills of Quantities/Schedule of Rates (k) Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents (l) Joint Venture agreement where applicable must be attached for joint ventures (m) Power of Attorney in case of Joint Ventures should be attached. Only tenders who meet the preliminary requirements shall be subjected to technical evaluation

B	TECHNICAL EVALUATION CRITERIA			
	Evaluation Attribute	**Yes/No**	**Attach copies of certificates**	**Remarks**
1	**Qualified Technical full time Staff from recognized institutions:** a) Contract Manager At least Diploma in forestry related field for 5 years' relevant experience b) Site supervisor with at least certificate in forestry related field for 5 years' relevant experience. CVs should be presented in the prescribed format. KenGen will verify he formation given.	**Yes/No** **Yes/No**		
2	Detailed Work methodology (Must include all stages and steps you intend to use in seedlings planting and equipments/tools to be used)	**Yes/No**		
3	Detailed Work plan (time lines for each activity)	**Yes/No**		
4	A recommendation from Kenya forest service or an equivalent government body to handle the works	**Yes/No**		
	Compliant	**Yes/No**		

<u>NB</u>. Bidders who shall be compliant on the above requirement will be considered for financial evaluation

C	**Financial evaluation**
	The lowest evaluated bidder shall be awarded the contract after the due diligence / post qualification exercises.

32. post qualification shall be under taken

33.	**33.1**	Percentage for quantities increase or decrease is 15%.
34.	**36.1**	The amount of Performance Security shall be one (1%) percent of the Contract price. Only bank guarantee will be acceptable.
36.	**40.1**	The Advance Payment shall not apply
37.	**41.1**	The Tenderer shall propose one Adjudicator from among the list of Members or Fellows of the Chartered Institute of Arbitrators (Kenya Branch) who shall be agreed upon by the Procuring Entity. The hourly fee for the Adjudicator shall be as determined by the Chartered Institute of Arbitrators (Kenya Branch). If the parties fail to agree upon the name of the Adjudicator, the appointment shall be made by the Chartered Institute of Arbitrators (Kenya Branch) at the request of either party.

SECTION IV:

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

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

"The Completion Date" means the date of completion of the Works as certified by the Employer's Representative.

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

"The Contractor" refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

"The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.

"The Contract Price" is the price stated in the Notification of award.

"Days" are calendar days; "Months" are calendar months.

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

"The Defects Liability Certificate" is the certificate issued by Employer's Representative upon correction of defects by the Contractor.

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

"Drawings" include calculations and other information provided or approved by the Employer's Representative for the execution of the Contract.

"Employer" means Kenya Electricity Generating Company Limited and is the party who employs the Contractor to carry out the Works

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

"Site" means the place or places where the permanent Works are to be carried out including tree nursery where the same is being prepared.

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

"Employer's Representative" is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

"Specification" means the Specification of the Works included in the Contract.

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

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

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

" A Variation" is an instruction given by the Employer's Representative which varies the Works.

"The Works" are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

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

(1) Contract Agreement,
(2) Notification of award
(3) Letter of Acceptance,
(4) Conditions of Contract
(5) Technical Specifications
(7) Bills of Quantities or Schedule of Rates [whichever is applicable)
(8) Contractor's tender,
(9) Applicable Addenda and Clarifications

3. Employer's Representative's Decisions

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

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

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

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

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

8 Instructions

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

9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

(a) Force majeure, or

(b) Reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) Reason of the Employer's Representative's instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

(g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or

(h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

(i) reason of delay in appointing a replacement Employer's Representative, or

(j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or

(k) delay in receiving possession of or access to the Site.

10 Management Meetings

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

10.2 Communication between parties shall be effective only when in writing.

11 Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins

at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

(i) Advance payment not applicable _____

(ii) First stage (20% after site clearing and pitting) _____

(iii) Second stage (15% after planting 15,0000 seedlings ___

(iv) Other stages 65% (equal instalments for 12 months) _____

(v) After defects liability period.

14.2 Upon deciding that Works included in a particular stage are complete, Contractor shall to the Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount

to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

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

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

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

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

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

(a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;

(b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof , the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the

Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

19.4 In the event that an advance payment is granted, the following shall apply:-

a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.

b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A\,(x1 - x11)}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X1 = the amount of proposed cumulative payments as a percentage of the original amount of the Contract.
This figure will exceed 20% but not exceed 80%.

X11 = the amount of the previous cumulative payments as a percentage of the original amount of the Contract.
This figure will be below 80%but not less than 20%.

d) With each reimbursement the counterpart of the directly liable Guarantee may be reduced accordingly.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or dis-favour to any person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

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

22 Taxes

22.1.1 **"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.

22.1.2 **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.

22.1.3 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.

22.1.4 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

22.1.5 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.

22.1.6 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

22.1.7 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.

22.1.8 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.

22.1.9 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.

23.1 The amount of Performance Security shall be one (1%) percent of the Contract price. Only bank guarantee will be acceptable.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS
Name: KENYA ELECTRICITY GENERATING COMPANY LIMITED.
Address: P.O. Box: 205 Embu
Name of Authorized Representative: Amos Mbutu
Telephone: 0711036450
Facsimile: _____
The Project Manager is
Name: Eng. Francis Kawa
Address: P.O. Box: 205 Embu
Telephone: 0711036352
Facsimile: _____

The name (and identification number) of the Contract is: ***TENDER FOR REHABILITATION OF KENGEN BOUNDARIES AT KINDARUMA POWER STATION***

The Works consist of: planting 6000 seedling of Mango trees and sustain them for 12 months
The Start Date shall be: after contract signing
The Intended Completion Date for the whole of the Works shall be: completion date of the works.
The following documents also form part of the Contract: as per clause 2.1 of conditions of contract.
The Contractor shall submit a revised program for the Works within 7 days
of delivery of the Letter of Acceptance.

The Site Possession Date shall be after signing of contract

The Site is located at Kindaruma along KenGen boundary
The Defects Liability period is 180 days.

The period between Program updates to be determined during site handover.

The proportion of payments retained will be ten (10%) percent of contract sum

The Performance Security shall be for the following minimum amounts equivalent to (1%) of the Contract Price

The Completion Period for the Works is 15 [months]

Advance Payment Not applicable

SECTION V:

PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Annexes to Particular Conditions of Contract

ANNEX B: FORM OF DISPUTE ADJUDICATION AGREEMENT

[for each member of a three-person DAB]

Name and details of Contract
Name and address of Employer
Name and address of Contractor
Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB" [*and desire the Member to act as chairman of the DAB*] to adjudicate a dispute which has arisen in relation to *

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of Contract. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.

2. [Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any.]

3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid a daily fee of…….. per day.

4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.

5. The Employer and the Contractor jointly and severally undertake to pay the Member, inconsideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.

SIGNED by:
For and on behalf of the Employer in the presence of

Witness:
Name:
Address:
Date:

SIGNED by:
For and on behalf of the Contractor in the presence of

Witness:
Name:
Address:
Date:

SIGNED by:
The Member in the presence of

Witness:
Name:
Address:
Date:

SECTION VI:

TECHNICAL SPECIFICATIONS

- Detailed work methodology on how you intend to handle the job
- Detailed work plan

SECTION VIII:

PRICE SCHEDULES/BILL OF QUANTITIES

SCHEDULE, Kindaruma Dam
BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Prepare the site for Planting of 15 000 seedlings at Kindaruma power station as provided in the scope of work	lump sum	1		
2	Plant 15,000 seedlings on the prepared site	per seedling	15,000		
3	Provide labor to water 15,000 seedlings for 15 months	months	15		
4	Provide labor to protect for 15 months	per month	15		
Cost of works					
16% VAT					
Total cost for Schedule					

	Amount in words: …… ……

SECTION IX:

STANDARD FORMS

A. FORM OF TENDER

NAME OF CONTRACT:

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

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

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

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

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

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

Signature _____ in the capacity of _____

duly authorised to sign tenders for and on behalf of _____

Address: _____

_____

Date: _____

C. INTEGRITY DECLARATION

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.

3.
   a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

   b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.

   c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.

   d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.

   e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

4. Tenders which do not conform to these requirements shall not be considered.

5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

   a) Cancellation of the contract;

   b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

D. ANTI-CORRUPTION DECLARATION PLEDGE

(*Sections39, 40,41,42,43 & of the PPD Act, 2005)*

I/We/Messrs…….

of Street, Building, P O Box……

……..

Contact/Phone/E mail……..

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We ..……..

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No ……..…….

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory……

E: FORM OF CONTRACT AGREEMENT

This Agreement made the .....day of ..... 20.....

Between

Kenya Electricity Generating Company Limited of [or whose registered office is situated at] **Stima Plaza Phase III, Kolobot Road, Parklands, P.O. Box 47936-00100, NAIROBI, KENYA** (hereinafter called "the Employer") of the one part,

and

..... of [or whose registered office is situated at]..... .....(hereinafter called "the Contractor") of the other part.
WHEREAS the Employer is desirous that the Contractor executes **…….**

(hereinafter called "the Works") located at **……**and the Employer has accepted the Tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein, for the Contract Price of .....[*Amount in figures*], ... [*Amount in words*].

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 hereinafter referred to.

2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

    a) The Letter of Acceptance dated .....
    b) The Letter of Tender dated .....
    c) The Addenda nos .....
    d) The Conditions of Contract
    e) The Employer's Requirements
    f) The completed Technical Schedules
    g) The Completed Guarantee Schedules
    h) The priced Schedule of Prices.
    i) The Technical Specifications
    j) The Contractor's Tender.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the

Works and remedy any defects therein, in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of .....
Was hereunto affixed in the presence of .....
Signed Sealed, and Delivered by the said .....

Binding Signature of Employer .....
Binding Signature of Contractor .....

In the presence of

i). Name .....
Address .....
Signature .....

ii). Name .....
Address.....
Signature.....

SECTION X

PERFORMANCE BANK GUARANTEE

(On bank letterhead)

To: _____(Name of Employer) _____(Date)
_____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings
(amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant(s).....

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

Part 1 – General

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

(Applicable to Local suppliers only)

Local Authority Trading License No. …… Expiry Date ……..
Value Added Tax No.…….…….
Value of the largest single assignment you have undertaken to date (***US D/KShs)***
…….……
Was this successfully undertaken? **Yes / No**. …….(If **Yes**, attach reference)
Name (s) of your banker (s)
……..……..
Branches …… Tel. No's. ……..…….

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1. …….
2. …….

Company Profile ……. (*Attach brochures)*

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)
Private or public …….
Company Profile ……. (*Attach brochures or annual reports in case of public companies)*
State the nominal and issued capital of the Company
Nominal KShs ……..…….
Issued KShs ……..…….
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares
1……. …… …… …….…….
2…… …… …… ……..…..…..

Part 2 (d) – Debarment
I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.
Full Names ……
Signature …….
Dated this …….……day of ……2017
In the capacity of ……
Duly authorized to sign Tender for and on behalf of ……

Part 2 (e) – Bankruptcy / Insolvency / receivership.
I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:
Full Names ……
Signature …….
Dated this …….……day of ……2017.
In the capacity of ……
Duly authorized to sign Tender for and on behalf of ……

Part 2 (f) – Criminal Offence
I/We, (Name (s) of Director (s)):-
a) …….……..……

b) ……..….…….……

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.
Signed …….
For and on behalf of M/s
……...……..
In the capacity of
…….……
Dated this ……day of …….2017.
Suppliers' / Company's Official Rubber Stamp
…….

Part 2 (g) – Conflict of Interest
I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:
a) ……

b) ……
For and on behalf of M/s ……..
In the capacity of ……
Dated this ……day of …….2017
Suppliers' / Company's Official Rubber Stamp
……

Part 2 (h) – Interest in the Firm:
Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No …….. (*Delete as necessary)* Institution …….
……. …… ……
(Title) (Signature) (Date)

Part 2(i) – 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) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.
Full names
……..
Signature……
For and on behalf of M/s ……..
In the capacity of
……
Dated this ……day of …….2017.
Suppliers' / Company's Official Rubber Stamp
……

NOTARISED POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Tender and thereafter, during the execution of this contract.

……..……
(Name of Bidder's Representative in block letters)

……
(Position in Company/Firm)

……
(Address of Bidder's Representative)

……
(Email – in block letters)

……
(Phone number)

……
(Signature of Bidder's Representative)

Alternate:

……..……
(Name of Bidder's Representative in block letters)

……
(Position in Company/Firm)

……
(Address of Bidder's Representative)

……
(Email – in block letters)

……
(Phone number)

……
(Signature of Bidder's Representative)

(Fill on Separate Sheet in case of more persons)

*(This form **MUST** to be notarised ;)*

FINANCIAL INFORMATION

Name of Tenderer or partner of a joint venture

1. Evidence of access to lines of credit and availability of other financial resources to meet at least 20% of the contract amount the Contract. The cash flow should at least meet the requirements of "Instructions to Tenderers" Clause 2.6. List the documents submitted as evidence and attach copies.

   .....
   .....
   .....

2. Total line of credit line from commercial banks KShs…….....

3. Name, address, telephone, e-mail, fax numbers of the Tenderer's financial institution who may provide reference if contacted by the Employer.

   .....
   (Name of bank and branch)

   .....
   (Physical Address)

   .....
   (Email address)

   .....
   (Contact Telephone Numbers)

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

Name…… Signature……..…

Position in the Firm…… Date……

A separate sheet should be used for each partner of a joint venture as well as for the lead youth JV partner.

Tender-Securing Declaration Form

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

Date: [*insert date (as day, month and year) of Bid Submission*] Tender No. [*insert number of bidding process]*

To: [*insert complete name of Purchaser*]
We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [*insert number of months or years*] starting on [*insert date*], if we are in breach of our obligation(s) under the bid conditions, because we –

(a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
(i) fail or refuse to execute the Contract, if required, or
(ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

    (i) our receipt of a copy of your notification of the name of the successful Bidder; or
    (i) twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Dated on ……. day of ……., ……. [insert date of signing]

P) FORMAT FOR JOINT VENTURE (JV) BIDDING AGREEMENT (where applicable)

THIS Joint venture(JV) Bidding Agreement executed on this **……** day of **……** 2017 between M/s **……**(hereinafter called the "Lead partner ", which expression shall include its successors, executors and permitted assigns) and M/s _____, M/s _____ (hereinafter called the "Member partner(s) ", which expression shall include its successors, executors and permitted assigns) for the purpose of bidding and entering into the Agreement (in case of award) to be hereinafter referred to as the Contracts of the Kenya Electricity Generating Company, or its authorized representative (hereinafter referred to as KENGEN).

WHEREAS KENGEN desires to select a Contractor for ……., WHEREAS, KENGEN had invited bids vide its Tender document; AND WHEREAS the document stipulates that the Bidder qualifying on the strength of a JV should submit a legally enforceable Joint JV Bidding Agreement in a format specified by KENGEN wherein the all the JV partners have to set out their roles and responsibilities for the implementation of the works.

AND WHEREAS the bid has been submitted to KENGEN vide letter no. **……** dated **……** in accordance with the relevant provisions of Tender document. NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this JV do hereby mutually agree as follows:

1) In consideration of the award of the Contract by KENGEN to the JV, we, the members of the JV and partners do hereby unequivocally agree that partner, M/s (name of Lead partner Member), shall act as the Lead JV partner as defined in the Tender document for self and agent for and on behalf of the other JV Member partner(s).

2) Notwithstanding anything contrary contained in this JV Bidding Agreement, all the JV Member partner(s) shall be jointly and severally responsible for the execution of the Project in accordance with the terms of the JV Venture Agreement.

3) The roles and responsibilities of the Lead JV partner are as follows:

   a. Project coordination.

   b. Management of the JV Member partner(s).

   c. Liaison with the Kenya Electricity Generating Company and other project Stakeholders.

d. Others as agreed_____

4) The roles and responsibilities of the JV Member partner(s) are as follows(indicate for each):

i. _____

ii. _____

iii. _____

5) The Lead JV partner is hereby authorized by the Member partner(s) to bind for the works and receive instructions for and on their behalf. It is further understood that the execution of the Contract shall be led by the Lead JV partner.

6) The Lead JV partner shall be jointly liable and responsible for ensuring the individual and collective commitment of each of the Member partner(s) of the JV in discharging all their respective obligations. Each member partner further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged.

7) The Lead JV partner shall inter alia undertake full responsibility for liaising with Lenders and mobilizing resources for the Project, achieving financial closure and implementation of the Project on behalf of the JV.

8) This JV Bidding Agreement shall be construed and interpreted in accordance with the Laws of Kenya and shall have the exclusive jurisdiction in all matters relating thereto and arising hereunder.

9) It is further expressly agreed that the JV Bidding Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by KENGEN.

10) The Lead JV partner is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Member partner(s) respectively from time to time in response to the Tender document and for the purposes of the project.

11) It is hereby expressly understood between the partners to this Joint Bidding Agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of KENGEN.

12) This JV Bidding Agreement

a) has been duly executed and delivered on behalf of each Party hereto and

constitutes the legal, valid, binding and enforceable obligation of each such Party,

b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;

c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of KENGEN.

IN WITNESS WHEREOF, the partners to the JV Bidding Agreement have, through their authorized representatives, executed these present and affixed the Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For and on behalf of Lead Partner by:

_____

For and on behalf of the Member partner(s) by:

(Signature)

(Name)

(Designation)

SECTION IX: STANDARD FORMS

(A) SITE VISIT CERTIFICATE

This is to certify that **(IN BLOCK LETTERS)**

Name:.....

Cell Phone No:.....

Email:.....

.....

Being the authorized representative of **(IN BLOCK LETTERS)**

M/S [*Firm/Company]*.....

Official Tel No.....

Official Email:.....

Participated in the organized inspection visit of the site of the works for:

TENDER ON ESTABLISHMENT OF TREES BUFFER ZONE PHASE II ALONG KENGEN BOUNDARIES IN KINDARUMA POWER STATION

Held on.....Day of.....20.....

OFFICIAL USE:-

Signed.....
(KenGen's Representative)

.....
(Name of KenGen's Representative)

.....
(Designation)

NOTE:

1. This form is to be completed at the time of the organized site visit.
2. Bidder to bring along with him duly filled site visit certificate during the site visit.

(B) FORM OF DECLARATION OF TENDERER'S KNOWLEDGE OF SITE

1. This is to certify that

   [Name/s]……
   ……

   Being the authorized representative/Agent of [Name of Bidder]

   ……
   ……

   ……
   ……

   Has undertaken the inspection of site in accordance with the instruction to Bidders, for purposes of bidding for **TENDER ON ESTABLISHMENT OF TREES BUFFER ZONE PHASE II ALONG KENGEN BOUNDARIES IN KINDARUMA POWER STATION**
   ……
   ……

   Held on……. Day of……20……..…

2. Having studied the tender document, I carefully examined the site to make myself familiar with the local conditions likely to influence the works and cost thereof.

3. I further certify that I am satisfied with the description of the works and I understand perfectly the scope of the works as specified and implied in the performance of the contract

SIGNED AND
STAMPED……..……...…….

(Bidder's Representative)