



**KenGen**

**KENYA ELECTRICITY GENERATING COMPANY LIMITED**

**KGN- PROC-05-2017**

**TENDER FOR SUPPLY OF ASSORTED BEARINGS FOR KENGEN POWER  
STATIONS**

***Framework Contract***  
***(Open National)***

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

**Website: [www.kengen.co.ke](http://www.kengen.co.ke)**

**April, 2017**

***Tender for Supply of Assorted Bearings for KenGen Power Stations***

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**SECTION I  
INVITATION TO TENDER**

The Company invites sealed tenders from **Eligible bidders** for the **Supply of Assorted Bearings for KenGen Power Stations** whose specifications are detailed in the Tender Document.

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

Supply Chain Director  
Tel: (254) (020) 3666000  
Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); cc [airegi@kengen.co.ke](mailto:airegi@kengen.co.ke) [nhussein@kenge.co.ke](mailto:nhussein@kenge.co.ke)

A complete set of document may be obtained by interested bidder upon payment of a non-refundable fee of Kes.1, 000.00 (One Thousand Kenya Shillings). The documents can also be viewed and downloaded from the website [www.kengen.co.ke](http://www.kengen.co.ke). Bidders who download the document from the website will not be required to pay any fee for purchase of tender document, but will be required to officially inform KenGen that they have downloaded the tender documents through tenders.

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

Tenders **MUST** be accompanied by a security bond in the form and amount specified in the tender document and must be submitted in a plain sealed envelope and marked “**KGN – PROC -05-2017 TENDER FOR SUPPLY OF ASSORTED BEARINGS FOR KENGEN POWER STATIONS (Framework Contract)**” and addressed to:

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

Tenders must be dropped in the tender box located on the ground floor of Stima Plaza ii  
On or before: **24<sup>th</sup> May 2017 at 2.00pm**

Tenders will be opened on **24<sup>th</sup> May 2017 at 2.30pm in** the presence of the candidates’ representatives who choose to attend at Pension Plaza ii, Ground floor

**SUPPLY CHAIN DIRECTOR**

## SECTION II

### INSTRUCTIONS TO TENDERERS

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#### 2.1 Eligible Tenderers

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

- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## 2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## 2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document collected from the Procuring Entity shall not exceed Kshs.1,000/= . Downloaded copies are free of charge.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of requirements
  - (vi) Technical Specifications
  - (vii) Tender Form and Price Schedules

- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

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

## 2.5 Clarification of Documents

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

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

## 2.6 Amendment of Documents

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

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

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

## 2.7 Language of Tender

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

## 2.8 Documents Comprising of Tender

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

## 2.9 Tender Forms

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

## 2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **90 days after** the date of opening of the tender.

## 2.11 Tender Currencies

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

## 2.12 Tenderers Eligibility and Qualifications

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

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

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

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya

equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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

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

### **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount specified in the appendix to instruction
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.



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

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

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

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

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

2.14.8 The tender security may be forfeited:

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

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

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

or

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

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **90 days after** the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

## 2.16 **Format and Signing of Tender**

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

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

un-amended printed literature, **shall be initialed by the person or persons signing the tender.**

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

**2.17 Sealing and Marking of Tenders**

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

- 2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE, **24<sup>th</sup> May 2017 at 2.00pm**”

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

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

**2.18 Deadline for Submission of Tenders**

- 2.18.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **24<sup>th</sup> May 2017 at 2.00pm**”

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

**2.19 Modification and Withdrawal of Tenders**

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

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

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

- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on

the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **24<sup>th</sup> May 2017 at 2.00pm** and in the location specified in the Invitation to Tender.

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

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

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

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and

its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

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

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

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

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

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

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

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

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

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

### **(b) Award Criteria**

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

### **(c) Procuring entity's Right to Vary quantities**

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

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

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

## **2.28 Notification of Award**

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

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

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

## **2.29 Signing of Contract**

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within **fifteen (15) days** from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

### **2.30 Performance Security**

- 2.30.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

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

## Appendix to Instructions to Tenderers

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
Eligibility	<i>Bidders registered in Kenya and who satisfy the tender requirements</i>
Clarification Request	<i>Bidders with clarification request must sent the to <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a> and copy to <a href="mailto:nhussein@kengen.co.ke">nhussein@kengen.co.ke</a> and must be received not less than 5days prior to tender closure.</i>
Tender Security	<i>Tender security shall be the amount of <b>Kshs. 500,000.00.</b> furnished in the form of Cheque, Bank guarantee or through approved Insurance companies</i>
Tender Closure	<i>The tender closes on <b>24<sup>th</sup> May 2017 at 2.00pm</b>” and will be opened immediately thereafter in the presence of bidders representatives who choose to attend at KenGen plaza ii, ground floor.</i>
Tender Validity	<i>Tender must be valid for <b>90days</b></i>
Currency of Quotation	<i>The preferred currency is US dollars and expected to be fixed during the contract period.</i>
Corrupt and Fraudulent Practice	<p>KenGen adheres to high standards of integrity in its business operations. Report any unethical behavior immediately to the provided anonymous hotline service.</p> <p>Call Toll Free: 0800722626            Free Fax: 00800 007788            Email: <a href="mailto:kengen@tip-offs.com">kengen@tip-offs.com</a>            Website: <a href="http://www.tip-offs.com">www.tip-offs.com</a></p>

Evaluation Requirement	<p>The following shall be the evaluation Criteria</p> <p><b>A) Mandatory Requirements: the following must be met</b></p> <ul style="list-style-type: none"> <li>➤ Valid Bid Bond in the format specified in the tender document</li> <li>➤ Valid Certificate of Incorporation/Registration in country of domicile</li> <li>➤ Sequential pagination/serialization of all pages in the tender documents,</li> <li>➤ Submission of an <b>Original and One copy</b> of the tender document.</li> <li>➤ Dully filled, signed and stamped price schedule.</li> <li>➤ Valid Tax compliance certificate</li> <li>➤ Valid business permit</li> </ul> <p><b>B) Technical Evaluation Requirements</b>  <b>Bidder must fulfill the following conditions</b></p> <ul style="list-style-type: none"> <li>➤ Compliance to Technical specification</li> <li>➤ Provide Catalogues, technical and descriptive literature</li> <li>➤ Manufacturers authorization (where bidder is not the manufacturer) expressly stating 2 year warranty for all items</li> <li>➤ Provide evidence of previous supplies (Attach at least 2 LPOs or contract document) of similar supplies.</li> </ul> <p><b>C) Financial Evaluation</b></p> <ul style="list-style-type: none"> <li>➤ The award shall be made per item</li> <li>➤ The lowest bidder per item will be considered</li> <li>➤ Prices: Delivery Duty Paid-KenGen Central Stores on Mombasa Road.</li> <li>➤ Award prices shall remain fixed for entire contract period (two years from commencement date).</li> </ul> <p><b>Further information</b></p> <ul style="list-style-type: none"> <li>➤ The contract will be administered through framework contracting.</li> <li>➤ Orders to supply will be made from time to time on need basis.</li> </ul>
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**SECTION III:**  
**GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

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

**3.1 Definitions**

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

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

- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

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

### **3.3 Country of Origin**

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

- 3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

- 3.7.1 Within **fifteen (15) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

3.13.2 Contract price variations shall not be allowed for contracts not exceeding three years (36 months)

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

### **3.21 Taxes**

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

#### **3.21.2 Local Taxation**

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

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

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

#### **Tax Deduction**

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

3.21.6 Where the Contractor is paid directly by the Financiers and the Employer is

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

### **Tax Indemnity**

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.21.8 The Contractor warrants to pay the Employer within fourteen (14) days of demand by the Employer, an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.21.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	The Performance Security <ul style="list-style-type: none"> <li>• The performance security shall be in the amount of <b>USD 1000</b></li> </ul>
3.10.2	<b>Delivery Period</b> <ul style="list-style-type: none"> <li>• The Goods shall be delivered within (2) weeks upon issuance of Purchase order (LPO)</li> </ul>
3.10.3	Delivery shall be to the KenGen Central Stores located along Mombasa Road
3.11.1	Proof of Insurance shall be provided to KenGen on demand
3.12.1	<b>Payment terms and conditions</b> <ul style="list-style-type: none"> <li>• KenGen’s payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.</li> <li>• Payment shall be made in Kshs. Converted from USD exchange rate (CBK mean) on the date of delivery.</li> </ul> <p><b>Advance Payment</b></p> <ul style="list-style-type: none"> <li>• Advance payment is not applicable.</li> </ul>
3.13.1	<b>Prices</b> <ul style="list-style-type: none"> <li>• Prices shall be quoted in <b>US dollars</b></li> <li>• Prices quoted shall be DDP KenGen Central Stores</li> <li>• Prices are expected be fixed during the Supplier’s performance of the Contract and not subject to variation on any account</li> </ul>
Variation	<b>After 12 months, the parties may engage to review some contractual terms upon mutual agreement.</b>
3.18.1	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i>



## **Warranty**

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.

The warranty period for the Goods is specified under the Special Conditions of Contract.

KenGen shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within the period specified in the Special Conditions of Contract, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to KenGen.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in 12.4 above, within a reasonable period, KenGen may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KenGen may have against the Supplier under the Contract.

## SECTION V

### TECHNICAL SPECIFICATIONS

#### Schedule of Requirements

	<b>GENERAL DEEP GROOVE BALL BEARING</b>
1	BALL BEARINGS 6200 C3
2	BALL BEARINGS 6300 C3
3	BALL BEARINGS 6201 C3
4	BALL BEARINGS 6301 C3
5	BALL BEARINGS 6002 C3
6	BALL BEARINGS 6202 C3
7	BALL BEARINGS 6302 C3
8	BALL BEARINGS 6003 C3
9	BALL BEARINGS 6203 C3
10	BALL BEARINGS 6303 C3
11	BALL BEARINGS 6403 C3
12	BALL BEARINGS 6004 C3
12	BALL BEARINGS 6204 C3
13	BALL BEARINGS 6304 C3
14	BALL BEARINGS 6404 C3
15	BALL BEARINGS 6005 C3
16	BALL BEARINGS 6205 C3
17	BALL BEARINGS 6305 C3
18	BALL BEARINGS 6206 C3
19	BALL BEARINGS 6306 C3
20	BALL BEARINGS 6309 C3
21	BALL BEARINGS 6406 C3
22	BALL BEARINGS 6207 C3
23	BALL BEARINGS 6307 C3
24	BALL BEARINGS 6407 C3
25	BALL BEARINGS 6008 C3
26	BALL BEARINGS 6208 C3
27	BALL BEARINGS 6308 C3
28	BALL BEARINGS 6009 C3
29	BALL BEARINGS 6409 C3
30	BALL BEARINGS 6010 C3
31	BALL BEARINGS 6210 C3
32	BALL BEARINGS 6310 C3
33	BALL BEARINGS 6011 C3

34	BALL BEARINGS 6211 C3
35	BALL BEARINGS 6311 C3
36	BALL BEARINGS 6012 C3
37	BALL BEARINGS 6212 C3
38	BALL BEARINGS 6312 C3
39	BALL BEARINGS 6013 C3
40	BALL BEARINGS 6213 C3
41	BALL BEARINGS 6313 C3
42	BALL BEARINGS 6014 C3
43	BALL BEARINGS 6214 C3
44	BALL BEARINGS 6314 C3
45	BALL BEARINGS 6015 C3
46	BALL BEARINGS 6215 C3
47	BALL BEARINGS 6315 C3
48	BALL BEARINGS 6016 C3
49	BALL BEARINGS 6216 C3
50	BALL BEARINGS 6316 C3
51	BALL BEARINGS 6017 C3
52	BALL BEARINGS 6217 C3
53	BALL BEARINGS 6317 C3
54	BALL BEARINGS 6219 C3
55	BALL BEARINGS 6319 C3
56	BALL BEARINGS 6220 C3
57	BALL BEARINGS 6320 C3
58	BALL BEARINGS 6221 C3
59	BALL BEARINGS 6321 C3
60	BALL BEARINGS 6622 C3
61	BALL BEARINGS 6322 C3
62	BALL BEARINGS 6224 C3
63	BALL BEARINGS 6324 C3
64	BALL BEARINGS 6226 C3
65	BALL BEARINGS 6209 C3
66	BALL BEARINGS 6326 C3

	<b>RUBBER SEAL DEEP GROOVE BALL BEARING</b>
1	BALL BEARINGS 6200 C3 2RS
2	BALL BEARINGS 6300 C3 2RS
3	BALL BEARINGS 6201 C3 2RS
4	BALL BEARINGS 6301 C3 2RS
5	BALL BEARINGS 6002 C3 2RS
6	BALL BEARINGS 6202 C3 2RS
7	BALL BEARINGS 6302 C3 2RS
8	BALL BEARINGS 6003 C3 2RS
9	BALL BEARINGS 6203 C3 2RS
10	BALL BEARINGS 6303 C3 2RS
11	BALL BEARINGS 6403 C3 2RS
12	BALL BEARINGS 6004 C3 2RS
12	BALL BEARINGS 6204 C3 2RS
13	BALL BEARINGS 6304 C3 2RS
14	BALL BEARINGS 6404 C3 2RS
15	BALL BEARINGS 6005 C3 2RS
16	BALL BEARINGS 6205 C3 2RS
17	BALL BEARINGS 6305 C3 2RS
18	BALL BEARINGS 6206 C3 2RS
19	BALL BEARINGS 6306 C3 2RS
20	BALL BEARINGS 6309 C3 2RS
21	BALL BEARINGS 6406 C3 2RS
22	BALL BEARINGS 6207 C3 2RS
23	BALL BEARINGS 6307 C3 2RS
24	BALL BEARINGS 6407 C3 2RS
25	BALL BEARINGS 6008 C3 2RS
26	BALL BEARINGS 6208 C3 2RS
27	BALL BEARINGS 6308 C3 2RS
28	BALL BEARINGS 6009 C3 2RS
29	BALL BEARINGS 6409 C3 2RS
30	BALL BEARINGS 6010 C3 2RS
31	BALL BEARINGS 6210 C3 2RS
32	BALL BEARINGS 6310 C3 2RS
33	BALL BEARINGS 6011 C3 2RS
34	BALL BEARINGS 6211 C3 2RS
35	BALL BEARINGS 6311 C3 2RS
36	BALL BEARINGS 6012 C3 2RS
37	BALL BEARINGS 6212 C3 2RS
38	BALL BEARINGS 6312 C3 2RS

39	BALL BEARINGS 6013 C3 2RS
40	BALL BEARINGS 6213 C3 2RS
41	BALL BEARINGS 6313 C3 2RS
42	BALL BEARINGS 6014 C3 2RS
43	BALL BEARINGS 6214 C3 2RS
44	BALL BEARINGS 6314 C3 2RS
45	BALL BEARINGS 6015 C3 2RS
46	BALL BEARINGS 6215 C3 2RS
47	BALL BEARINGS 6315 C3 2RS
48	BALL BEARINGS 6016 C3 2RS
49	BALL BEARINGS 6216 C3 2RS
50	BALL BEARINGS 6316 C3 2RS
51	BALL BEARINGS 6017 C3 2RS
52	BALL BEARINGS 6217 C3 2RS
53	BALL BEARINGS 6317 C3 2RS
54	BALL BEARINGS 6219 C3 2RS
55	BALL BEARINGS 6319 C3 2RS
56	BALL BEARINGS 6220 C3 2RS
57	BALL BEARINGS 6320 C3 2RS
58	BALL BEARINGS 6221 C3 2RS
59	BALL BEARINGS 6321 C3 2RS
60	BALL BEARINGS 6622 C3 2RS
61	BALL BEARINGS 6322 C3 2RS
62	BALL BEARINGS 6224 C3 2RS
63	BALL BEARINGS 6324 C3 2RS
64	BALL BEARINGS 6226 C3 2RS
65	BALL BEARINGS 6326 C3 2RS
66	BALL BEARINGS 6209 C3 2RS

	<b>METAL SEAL DEEP GROOVE BALL BEARING</b>
1	BALL BEARINGS 6200 C3 ZZ
2	BALL BEARINGS 6300 C3 ZZ
3	BALL BEARINGS 6201 C3 ZZ
4	BALL BEARINGS 6301 C3 ZZ
5	BALL BEARINGS 6002 C3 ZZ
6	BALL BEARINGS 6202 C3 ZZ
7	BALL BEARINGS 6302 C3 ZZ
8	BALL BEARINGS 6003 C3 ZZ
9	BALL BEARINGS 6203 C3 ZZ
10	BALL BEARINGS 6303 C3 ZZ
11	BALL BEARINGS 6403 C3 ZZ
12	BALL BEARINGS 6004 C3 ZZ
12	BALL BEARINGS 6204 C3 ZZ
13	BALL BEARINGS 6304 C3 ZZ
14	BALL BEARINGS 6404 C3 ZZ
15	BALL BEARINGS 6005 C3 ZZ
16	BALL BEARINGS 6205 C3 ZZ
17	BALL BEARINGS 6305 C3 ZZ
18	BALL BEARINGS 6206 C3 ZZ
19	BALL BEARINGS 6306 C3 ZZ
20	BALL BEARINGS 6309 C3 ZZ
21	BALL BEARINGS 6406 C3 ZZ
22	BALL BEARINGS 6207 C3 ZZ
23	BALL BEARINGS 6307 C3 ZZ
24	BALL BEARINGS 6407 C3 ZZ
25	BALL BEARINGS 6008 C3 ZZ
26	BALL BEARINGS 6208 C3 ZZ
27	BALL BEARINGS 6308 C3 ZZ
28	BALL BEARINGS 6009 C3 ZZ
29	BALL BEARINGS 6409 C3 ZZ
30	BALL BEARINGS 6010 C3 ZZ
31	BALL BEARINGS 6210 C3 ZZ
32	BALL BEARINGS 6310 C3 ZZ
33	BALL BEARINGS 6011 C3 ZZ
34	BALL BEARINGS 6211 C3 ZZ
35	BALL BEARINGS 6311 C3 ZZ
36	BALL BEARINGS 6012 C3 ZZ
37	BALL BEARINGS 6212 C3 ZZ
38	BALL BEARINGS 6312 C3 ZZ
39	BALL BEARINGS 6013 C3 ZZ

40	BALL BEARINGS 6213 C3 ZZ
41	BALL BEARINGS 6313 C3 ZZ
42	BALL BEARINGS 6014 C3 ZZ
43	BALL BEARINGS 6214 C3 ZZ
44	BALL BEARINGS 6314 C3 ZZ
45	BALL BEARINGS 6015 C3 ZZ
46	BALL BEARINGS 6215 C3 ZZ
47	BALL BEARINGS 6315 C3 ZZ
48	BALL BEARINGS 6016 C3 ZZ
49	BALL BEARINGS 6216 C3 ZZ
50	BALL BEARINGS 6316 C3 ZZ
51	BALL BEARINGS 6017 C3 ZZ
52	BALL BEARINGS 6217 C3 ZZ
53	BALL BEARINGS 6317 C3 ZZ
54	BALL BEARINGS 6219 C3 ZZ
55	BALL BEARINGS 6319 C3 ZZ
56	BALL BEARINGS 6220 C3 ZZ
57	BALL BEARINGS 6320 C3 ZZ
58	BALL BEARINGS 6221 C3 ZZ
59	BALL BEARINGS 6321 C3 ZZ
60	BALL BEARINGS 6622 C3 ZZ
61	BALL BEARINGS 6322 C3 ZZ
62	BALL BEARINGS 6224 C3 ZZ
63	BALL BEARINGS 6324 C3 ZZ
64	BALL BEARINGS 6226 C3 ZZ
65	BALL BEARINGS 6326 C3 ZZ
66	BALL BEARINGS 6209 C3 ZZ

	<b>SPECIAL BEARINGS</b>
1	BALL BEARINGS 6313 Z/C3
2	BEARING GREASE, LGHP 2 40 DEGREES TO 150 DEGREES
3	ROLLER BEARING N315
4	ROLLER BEARING NU307
5	ROD END BEARING (RIGHT)
6	ROD END BEARING (LEFT)
7	BALL & SOCKET BEARING P/N 511.01.066
8	BEARING 6407 ZZE P/N 6407
9	BEARING 6006 ZZE P/N 6006
10	BEARING 6218 ZZEP/N6218
11	BEARING 6213 ZZE P/N 6213
12	BALL BEARING 6220 CM

12	SHIELD BALL BEARING
13	BALL BERING 6213M4
14	BALL BEARING 6015M /C3SO
15	BALL BEARING 6211 ZE
16	BEARING 2308M /VQ33516
17	BEARING 2251 47M
18	BALL BEARING 6409C3 3210
19	BALL BEARING 160(22217E)3874
20	NEEDLE BEARING 120-160 3879
21	NEEDLE BEARING 120-160 (187038)3886
22	BALL BEARING NU316E CPNU 316ECP
23	BALL BEARING TYPE 7216 BG
24	ROLLER BEARING TYPE NU313
25	ROLLER BEAIRNG TYPE NU210 ECP
26	BALL BEARING TYPE 620 ZZE
27	BALL BEARING 6305 ZZE
28	SYSTEM 24 AUTO-LUBRICATOR
29	LGET-2 GREASE
30	FY510M-YAR210-2RF BEARING
31	PHG 5PB 3750 V-BELTS
32	NJ 320 ECM/C4VA301 BEARING with Sleeve (Part No. HJ320 EC/VA301)
33.	NU 330 ECM/C4 A301 BEARING



**SECTION VI**

**SCHEDULE OF REQUIREMENTS**

**SECTION VII**

**PRICE SCHEDULE FOR GOODS**

	<b>GENERAL DEEP GROOVE BALL BEARING</b>	<b>UO M</b>	<b>Estimated Annual Demand</b>	<b>Unit Price inclusive 16% VAT DDP Central Stores Nairobi</b>
1	BALL BEARINGS 6200 C3	PCS	64	
2	BALL BEARINGS 6300 C3	PCS	64	
3	BALL BEARINGS 6201 C3	PCS	64	
4	BALL BEARINGS 6301 C3	PCS	64	
5	BALL BEARINGS 6002 C3	PCS	64	
6	BALL BEARINGS 6202 C3	PCS	64	
7	BALL BEARINGS 6302 C3	PCS	64	
8	BALL BEARINGS 6003 C3	PCS	64	
9	BALL BEARINGS 6203 C3	PCS	64	
10	BALL BEARINGS 6303 C3	PCS	64	
11	BALL BEARINGS 6403 C3	PCS	64	
12	BALL BEARINGS 6004 C3	PCS	64	
12	BALL BEARINGS 6204 C3	PCS	64	
13	BALL BEARINGS 6304 C3	PCS	64	
14	BALL BEARINGS 6404 C3	PCS	64	
15	BALL BEARINGS 6005 C3	PCS	64	
16	BALL BEARINGS 6205 C3	PCS	64	
17	BALL BEARINGS 6305 C3	PCS	64	
18	BALL BEARINGS 6206 C3	PCS	64	
19	BALL BEARINGS 6306 C3	PCS	64	
20	BALL BEARINGS 6309 C3	PCS	64	
21	BALL BEARINGS 6406 C3	PCS	64	
22	BALL BEARINGS 6207 C3	PCS	64	
23	BALL BEARINGS 6307 C3	PCS	64	
24	BALL BEARINGS 6407 C3	PCS	64	
25	BALL BEARINGS 6008 C3	PCS	64	
26	BALL BEARINGS 6208 C3	PCS	64	
27	BALL BEARINGS 6308 C3	PCS	64	
28	BALL BEARINGS 6009 C3	PCS	64	
29	BALL BEARINGS 6409 C3	PCS	64	
30	BALL BEARINGS 6010 C3	PCS	64	
31	BALL BEARINGS 6210 C3	PCS	64	
32	BALL BEARINGS 6310 C3	PCS	64	
33	BALL BEARINGS 6011 C3	PCS	64	
34	BALL BEARINGS 6211 C3	PCS	64	
35	BALL BEARINGS 6311 C3	PCS	64	
36	BALL BEARINGS 6012 C3	PCS	64	

37	BALL BEARINGS 6212 C3	PCS	64
38	BALL BEARINGS 6312 C3	PCS	64
39	BALL BEARINGS 6013 C3	PCS	64
40	BALL BEARINGS 6213 C3	PCS	64
41	BALL BEARINGS 6313 C3	PCS	64
42	BALL BEARINGS 6014 C3	PCS	64
43	BALL BEARINGS 6214 C3	PCS	64
44	BALL BEARINGS 6314 C3	PCS	64
45	BALL BEARINGS 6015 C3	PCS	64
46	BALL BEARINGS 6215 C3	PCS	64
47	BALL BEARINGS 6315 C3	PCS	64
48	BALL BEARINGS 6016 C3	PCS	64
49	BALL BEARINGS 6216 C3	PCS	64
50	BALL BEARINGS 6316 C3	PCS	64
51	BALL BEARINGS 6017 C3	PCS	64
52	BALL BEARINGS 6217 C3	PCS	64
53	BALL BEARINGS 6317 C3	PCS	64
54	BALL BEARINGS 6219 C3	PCS	64
55	BALL BEARINGS 6319 C3	PCS	64
56	BALL BEARINGS 6220 C3	PCS	64
57	BALL BEARINGS 6320 C3	PCS	64
58	BALL BEARINGS 6221 C3	PCS	64
59	BALL BEARINGS 6321 C3	PCS	64
60	BALL BEARINGS 6622 C3	PCS	64
61	BALL BEARINGS 6322 C3	PCS	64
62	BALL BEARINGS 6224 C3	PCS	64
63	BALL BEARINGS 6324 C3	PCS	64
64	BALL BEARINGS 6226 C3	PCS	64
65	BALL BEARINGS 6209 C3	PCS	64
66	BALL BEARINGS 6326 C3	PCS	64

	<b>RUBBER SEAL DEEP GROOVE BALL BEARING</b>	<b>UO M</b>	<b>Estimated Annual Demand</b>	<b>Unit Price inclusive 16% VAT DDP Central Stores Nairobi</b>
1	BALL BEARINGS 6200 C3 2RS	PCS	64	
2	BALL BEARINGS 6300 C3 2RS	PCS	64	
3	BALL BEARINGS 6201 C3 2RS	PCS	64	
4	BALL BEARINGS 6301 C3 2RS	PCS	64	
5	BALL BEARINGS 6002 C3 2RS	PCS	64	

6	BALL BEARINGS 6202 C3 2RS	PCS	64	
7	BALL BEARINGS 6302 C3 2RS	PCS	64	
8	BALL BEARINGS 6003 C3 2RS	PCS	64	
9	BALL BEARINGS 6203 C3 2RS	PCS	64	
10	BALL BEARINGS 6303 C3 2RS	PCS	64	
11	BALL BEARINGS 6403 C3 2RS	PCS	64	
12	BALL BEARINGS 6004 C3 2RS	PCS	64	
12	BALL BEARINGS 6204 C3 2RS	PCS	64	
13	BALL BEARINGS 6304 C3 2RS	PCS	64	
14	BALL BEARINGS 6404 C3 2RS	PCS	64	
15	BALL BEARINGS 6005 C3 2RS	PCS	64	
16	BALL BEARINGS 6205 C3 2RS	PCS	64	
17	BALL BEARINGS 6305 C3 2RS	PCS	64	
18	BALL BEARINGS 6206 C3 2RS	PCS	64	
19	BALL BEARINGS 6306 C3 2RS	PCS	64	
20	BALL BEARINGS 6309 C3 2RS	PCS	64	
21	BALL BEARINGS 6406 C3 2RS	PCS	64	
22	BALL BEARINGS 6207 C3 2RS	PCS	64	
23	BALL BEARINGS 6307 C3 2RS	PCS	64	
24	BALL BEARINGS 6407 C3 2RS	PCS	64	
25	BALL BEARINGS 6008 C3 2RS	PCS	64	
26	BALL BEARINGS 6208 C3 2RS	PCS	64	
27	BALL BEARINGS 6308 C3 2RS	PCS	64	
28	BALL BEARINGS 6009 C3 2RS	PCS	64	

29	BALL BEARINGS 6409 C3 2RS	PCS	64	
30	BALL BEARINGS 6010 C3 2RS	PCS	64	
31	BALL BEARINGS 6210 C3 2RS	PCS	64	
32	BALL BEARINGS 6310 C3 2RS	PCS	64	
33	BALL BEARINGS 6011 C3 2RS	PCS	64	
34	BALL BEARINGS 6211 C3 2RS	PCS	64	
35	BALL BEARINGS 6311 C3 2RS	PCS	64	
36	BALL BEARINGS 6012 C3 2RS	PCS	64	
37	BALL BEARINGS 6212 C3 2RS	PCS	64	
38	BALL BEARINGS 6312 C3 2RS	PCS	64	
39	BALL BEARINGS 6013 C3 2RS	PCS	64	
40	BALL BEARINGS 6213 C3 2RS	PCS	64	
41	BALL BEARINGS 6313 C3 2RS	PCS	64	
42	BALL BEARINGS 6014 C3 2RS	PCS	64	
43	BALL BEARINGS 6214 C3 2RS	PCS	64	
44	BALL BEARINGS 6314 C3 2RS	PCS	64	
45	BALL BEARINGS 6015 C3 2RS	PCS	64	
46	BALL BEARINGS 6215 C3 2RS	PCS	64	
47	BALL BEARINGS 6315 C3 2RS	PCS	64	
48	BALL BEARINGS 6016 C3 2RS	PCS	64	
49	BALL BEARINGS 6216 C3 2RS	PCS	64	
50	BALL BEARINGS 6316 C3 2RS	PCS	64	
51	BALL BEARINGS 6017 C3 2RS	PCS	64	
52	BALL BEARINGS 6217 C3 2RS	PCS	64	

53	BALL BEARINGS 6317 C3 2RS	PCS	64	
54	BALL BEARINGS 6219 C3 2RS	PCS	64	
55	BALL BEARINGS 6319 C3 2RS	PCS	64	
56	BALL BEARINGS 6220 C3 2RS	PCS	64	
57	BALL BEARINGS 6320 C3 2RS	PCS	64	
58	BALL BEARINGS 6221 C3 2RS	PCS	64	
59	BALL BEARINGS 6321 C3 2RS	PCS	64	
60	BALL BEARINGS 6622 C3 2RS	PCS	64	
61	BALL BEARINGS 6322 C3 2RS	PCS	64	
62	BALL BEARINGS 6224 C3 2RS	PCS	64	
63	BALL BEARINGS 6324 C3 2RS	PCS	64	
64	BALL BEARINGS 6226 C3 2RS	PCS	64	
65	BALL BEARINGS 6326 C3 2RS	PCS	64	
66	BALL BEARINGS 6209 C3 2RS	PCS	64	

	<b>METAL SEAL DEEP GROOVE BALL BEARING</b>	<b>UO M</b>	<b>Estimated Annual Demand</b>	<b>Unit Price inclusive 16% VAT DDP Central Stores Nairobi</b>
1	BALL BEARINGS 6200 C3 ZZ	PCS	64	
2	BALL BEARINGS 6300 C3 ZZ	PCS	64	
3	BALL BEARINGS 6201 C3 ZZ	PCS	64	
4	BALL BEARINGS 6301 C3 ZZ	PCS	64	
5	BALL BEARINGS 6002 C3 ZZ	PCS	64	
6	BALL BEARINGS 6202 C3 ZZ	PCS	64	
7	BALL BEARINGS 6302 C3 ZZ	PCS	64	
8	BALL BEARINGS 6003 C3 ZZ	PCS	64	
9	BALL BEARINGS 6203 C3 ZZ	PCS	64	
10	BALL BEARINGS 6303 C3 ZZ	PCS	64	
11	BALL BEARINGS 6403 C3 ZZ	PCS	64	
12	BALL BEARINGS 6004 C3 ZZ	PCS	64	
12	BALL BEARINGS 6204 C3 ZZ	PCS	64	

13	BALL BEARINGS 6304 C3 ZZ	PCS	64
14	BALL BEARINGS 6404 C3 ZZ	PCS	64
15	BALL BEARINGS 6005 C3 ZZ	PCS	64
16	BALL BEARINGS 6205 C3 ZZ	PCS	64
17	BALL BEARINGS 6305 C3 ZZ	PCS	64
18	BALL BEARINGS 6206 C3 ZZ	PCS	64
19	BALL BEARINGS 6306 C3 ZZ	PCS	64
20	BALL BEARINGS 6309 C3 ZZ	PCS	64
21	BALL BEARINGS 6406 C3 ZZ	PCS	64
22	BALL BEARINGS 6207 C3 ZZ	PCS	64
23	BALL BEARINGS 6307 C3 ZZ	PCS	64
24	BALL BEARINGS 6407 C3 ZZ	PCS	64
25	BALL BEARINGS 6008 C3 ZZ	PCS	64
26	BALL BEARINGS 6208 C3 ZZ	PCS	64
27	BALL BEARINGS 6308 C3 ZZ	PCS	64
28	BALL BEARINGS 6009 C3 ZZ	PCS	64
29	BALL BEARINGS 6409 C3 ZZ	PCS	64
30	BALL BEARINGS 6010 C3 ZZ	PCS	64
31	BALL BEARINGS 6210 C3 ZZ	PCS	64
32	BALL BEARINGS 6310 C3 ZZ	PCS	64
33	BALL BEARINGS 6011 C3 ZZ	PCS	64
34	BALL BEARINGS 6211 C3 ZZ	PCS	64
35	BALL BEARINGS 6311 C3 ZZ	PCS	64
36	BALL BEARINGS 6012 C3 ZZ	PCS	64
37	BALL BEARINGS 6212 C3 ZZ	PCS	64
38	BALL BEARINGS 6312 C3 ZZ	PCS	64
39	BALL BEARINGS 6013 C3 ZZ	PCS	64
40	BALL BEARINGS 6213 C3 ZZ	PCS	64
41	BALL BEARINGS 6313 C3 ZZ	PCS	64
42	BALL BEARINGS 6014 C3 ZZ	PCS	64
43	BALL BEARINGS 6214 C3 ZZ	PCS	64
44	BALL BEARINGS 6314 C3 ZZ	PCS	64
45	BALL BEARINGS 6015 C3 ZZ	PCS	64
46	BALL BEARINGS 6215 C3 ZZ	PCS	64
47	BALL BEARINGS 6315 C3 ZZ	PCS	64
48	BALL BEARINGS 6016 C3 ZZ	PCS	64
49	BALL BEARINGS 6216 C3 ZZ	PCS	64
50	BALL BEARINGS 6316 C3 ZZ	PCS	64
51	BALL BEARINGS 6017 C3 ZZ	PCS	64
52	BALL BEARINGS 6217 C3 ZZ	PCS	64
53	BALL BEARINGS 6317 C3 ZZ	PCS	64
54	BALL BEARINGS 6219 C3 ZZ	PCS	64
55	BALL BEARINGS 6319 C3 ZZ	PCS	64

56	BALL BEARINGS 6220 C3 ZZ	PCS	64
57	BALL BEARINGS 6320 C3 ZZ	PCS	64
58	BALL BEARINGS 6221 C3 ZZ	PCS	64
59	BALL BEARINGS 6321 C3 ZZ	PCS	64
60	BALL BEARINGS 6622 C3 ZZ	PCS	64
61	BALL BEARINGS 6322 C3 ZZ	PCS	64
62	BALL BEARINGS 6224 C3 ZZ	PCS	64
63	BALL BEARINGS 6324 C3 ZZ	PCS	64
64	BALL BEARINGS 6226 C3 ZZ	PCS	64
65	BALL BEARINGS 6326 C3 ZZ	PCS	64
66	BALL BEARINGS 6209 C3 ZZ	PCS	64

	<b>SPECIAL BEARINGS</b>	<b>UO M</b>	<b>Estimated Annual Demand</b>	<b>Unit Price inclusive 16% VAT DDP Central Stores Nairobi</b>
1	BALL BEARINGS 6313 Z/C3	PCS	40	
2	BEARING GREASE, LGHP 2 40 DEGREES TO 150 DEGREES	PCS	120	
3	ROLLER BEARING N315	PCS	36	
4	ROLLER BEARING NU307	PCS	36	
5	ROD END BEARING (RIGHT)	PCS	240	
6	ROD END BEARING (LEFT)	PCS	120	
7	BALL & SOCKET BEARING P/N 511.01.066	PCS	240	
8	BEARING 6407 ZZE P/N 6407	PCS	36	
9	BEARING 6006 ZZE P/N 6006	PCS	36	
10	BEARING 6218 ZZEP/N6218	PCS	36	
11	BEARING 6213 ZZE P/N 6213	PCS	36	
12	BALL BEARING 6220 CM	PCS	36	
12	SHIELD BALL BEARING	PCS	36	
13	BALL BERING 6213M4	PCS	36	
14	BALL BEARING 6015M /C3SO	PCS	24	
15	BALL BEARING 6211 ZE	PCS	24	
16	BEARING 2308M /VQ33516	PCS	35	
17	BEARING 2251 47M	PCS	24	
18	BALL BEARING 6409C3 3210	PCS	36	
19	BALL BEARING 160(22217E)3874	PCS	36	
20	NEEDLE BEARING 120-160 3879	PCS	36	
21	NEEDLE BEARING 120-160 (187038)3886	PCS	36	



22	BALL BEARING NU316E CPNU 316ECP	PCS	36	
23	BALL BEARING TYPE 7216 BG	PCS	72	
24	ROLLER BEARING TYPE NU313	PCS	120	
25	ROLLER BEAIRNG TYPE NU210 ECP	PCS	120	
26	BALL BEARING TYPE 620 ZZE	PCS	120	
27	BALL BEARING 6305 ZZE	PCS	240	
28	SYSTEM 24 AUTO- LUBRICATOR	PCS	96	
29	LGET-2 GREASE	PCS	72	
30	FY510M-YAR210-2RF BEARING	PCS	24	
31	PHG 5PB 3750 V-BELTS	PCS	108	
32	<b>NJ 320 ECM/C4VA301</b> BEARING with Sleeve (Part No. <b>HJ320 EC/VA301</b> )	PCS	36	
33	<b>NU 330 ECM/C4 A301</b> BEARING	PCS	36	

Signature of tenderer \_\_\_\_\_

**SECTION VIII**  
**STANDARD FORMS**

**8.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**Note:** In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2017**

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

8.2 **\*MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

Name of Applicant(s).....

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

**Part 1 – General**

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

Country.....Physical address .....  
Town .....Building.....  
Floor.....Plot No. ....  
Street / Road .....Postal Address

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

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

Website

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

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

If yes, attach written document.

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

**(Applicable to Local suppliers only)**

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

Value Added Tax No.....

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

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

Name (s) of your banker (s)

Branches..... Tel. No's. ....

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

Full names

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

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

**Part 2 (b) – Partnerships (if applicable)**

Give details of partners as follows:

**Full Names Nationality Citizenship Details Shares**

1.....  
2.....

Company Profile ..... (Attach brochures)

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

Private or public .....

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

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

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

**Full Names Nationality Citizenship Details Shares**

1.....  
2.....

**Part 2 (d) – Debarment**

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

Full Names.....

Signature .....

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

In the capacity of.....

Duly authorized to sign Tender for and on behalf of .....

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

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

Full Names.....

Signature .....

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

In the capacity of.....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (f) – Criminal Offence**

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

a) .....

b) .....

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

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

**Part 2 (g) – Conflict of Interest**

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

- a) .....
- b) .....

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

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

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

(Title) (Signature) (Date)

**Part 2(i) – Experience:**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the last 3 years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							

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

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

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

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

***Part 2(j or k) – Declaration***

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

Full names .....

Signature.....

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

In the capacity of .....

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

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

## 8.4 CONTRACT FORM

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between  
..... [name of **the Employer**] of ..... [country of **the Employer**] (hereinafter  
called "**the Employer**") of the one part and ..... [name of **the Supplier**] of  
..... [city and country of **the Supplier**] (hereinafter called "**the Supplier**") of the other  
part;

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

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

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

To .....  
[*name of Procuring entity*]

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]



**8.6 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

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

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

\_\_\_\_\_  
*[signature for and on behalf of manufacturer]*

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