

**KENYA ELECTRICITY GENERATING
COMPANY LIMITED**

KGN-SALE-04-2017

**TENDER FOR DISPOSAL OF
OBSOLETE ASSETS AT RETIRED
SOSIANI POWER STATION**

(OPEN NATIONAL)

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

DECEMBER, 2017

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SECTION I

INVITATION TO TENDER

The Kenya Electricity Generating Company Ltd (KenGen) invites you to tender for **Disposal of Obsolete Assets at Retired Sosiani Power Station** as specified in the attached Tender Document.

Interested eligible candidates may get further information from the office of:

Supply Chain Director
Tel: (254) (020) 3666000
Fax: (254) (020) 3666200
Email : PYego@kengen.co.ke

c.c: tenders@kengen.co.ke

Whereas the tender document may be collected upon payment of a non-refundable fee of Kenya shillings 1000/= paid in cash at any KenGen office or through a banker's cheque. The document can also be viewed and downloaded from the website www.kengen.co.ke. Bidders who download the tender document from the website will not be required to pay any fee.

Tenders **MUST** be delivered in plain sealed envelope clearly marked “**Disposal of Obsolete Assets at Retired Sosiani Power Station n**”

Tenders **MUST** be accompanied by a **deposit as prescribed in the tender document**. Failure to submit a deposit will lead to disqualification.

There shall be a **mandatory site visit** on **9th January 2018 at 10.00 a.m.**, failure to adhere to the schedule shall lead to disqualification.

The **original** and **one** copy of the tender must be delivered to:

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

On or before: **16th January 2018 at 10.00 a.m.**

Tenders will be opened **16th January 2018 at 10.30 a.m.** in the presence of the candidates' representatives who choose to attend on date and time at Stima Plaza III, Executive Committee Room, 7th Floor

SUPPLY CHAIN DIRECTOR

SECTION II

INSTRUCTION TO TENDERERS

2.1 **Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

2.2 **Cost of Tendering**

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the KenGen, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 KenGen shall allow the tenderer to review the tender document free of charge before purchase.

2.3 **The Tender Document**

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Invitation to tender
 - (ii) Instructions to tenderers
 - (iii) Schedule of items and price
 - (iv) Conditions of Tender
 - (v) Form of tender
 - (vi) Confidential Business questionnaire Form
 - (vii) Tender Commitment Declaration Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4 **Clarification of Documents**

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may notify KenGen in writing or by post at the entity's address indicated in the Invitation for tenders. KenGen will respond in writing to any request for clarification of the tender documents, which it receives not later than **five (5) days** prior to the deadline for the submission of tenders, prescribed by KenGen. 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 Amendment of Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, KenGen, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment
- 2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KenGen, at its discretion, may extend the deadline for the submission of tenders.

2.6 Tender Prices and Currencies

- 2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract
- 2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period 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
- 2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Validity of Tenders

- 2.7.1 Tenders shall remain valid for **90 days** or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by KenGen, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by KenGen as non-responsive.
- 2.7.2 In exceptional circumstances, the KenGen 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 deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

2.9 Viewing of Tender Items

- 2.9.1 Prospective bidders are advised to visit the stations in liaison with KenGen before they bid. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on **“AS IS, WHERE IS CONDITION”**.

2.10 Sealing and Marking of Tenders

- 2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and **“DO NOT OPEN BEFORE 16th January 2018 at 10.00 a.m.**

2.11 Deadline for Submission of Tenders

2.11.1 Tenders must be received by KenGen at the address specified not later than **16th January 2018 at 10.00 a.m.**

2.11.2 KenGen may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of KenGen and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications and Withdrawals of Tenders

2.12.1 Modification of tenders

2.12.1.1 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 KenGen prior to the deadline prescribed for submission of tenders.

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.12.2 Withdrawals of Tenders

2.12.2.1 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. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

2.13 Opening of Tenders

2.13.2 KenGen will open all tenders in the presence of tenderers' representatives who choose to attend on **16th January 2018 at 10.30 a.m.** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

2.13.3 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as KenGen, at its discretion, may consider appropriate, will be announced at the opening.

2.13.4 KenGen shall prepare minutes of the tender opening.

2.14 Clarification of tenders

- 2.14.2 To assist in the examination, evaluation and comparison of tenders KenGen 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.
- 2.14.3 Any effort by the tenderer to influence KenGen in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.15 Evaluation and Comparison of Tenders

- 2.15.1 KenGen will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non-responsive, will be rejected by KenGen.
- 2.15.2 KenGen will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 2.15.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

Evaluation Criteria for the disposal

Further to clause 2.15, the evaluation will be summarized as below

a) Bidder eligibility

- Clause 2.1.2 will apply
- Duly completed and signed business questionnaire

b) Compliance with Tender Conditions

- Correct amount of Tender deposits effected (Attach payment receipts)
- Completeness of the tender.
- Tender form duly filled and stamped.
- Tender documents **MUST** be paginated
- Site visit certificate

c) The bid price quoted

- Comparison to price quoted.
- The highest evaluated bidder will be awarded.

2.16 Award Criteria

2.16.1 KenGen 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 highest evaluated tender subject to **reserve price**.

2.17 Notification of Award

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

2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18 Contacting KenGen

2.18.1 No tenderer shall contact KenGen on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.19 Tender deposit

2.19.2 The tenderer shall pay a tender deposit in the sum of **Kshs 1,000,000.00 (One million only)**

2.19.3 Failure to put the required deposit will lead to disqualification of the bid.

2.19.4 Unsuccessful Tenderers' tender deposit will be discharged or returned as promptly as possible but not later than seven (7) days after the expiration of tender validity prescribed by the procuring entity.

2.19.5 The successful tenderer's tender deposit shall be refunded after the successful tender has after signing of sale agreement.

2.19.6 The tender deposit may be forfeited :

a) If a tenderer withdraws its tender during the period of tender validity specified by the procurement entity.

b) In the case of the successful tenderer, the tenderer fails to pay the bid price.

SECTION III

CONDITIONS OF CONTRACT

1. Definitions

(a) "Goods" Disposal of Obsolete Assets at Retired Sosiani Power Station.

2. The buyer shall pay by telegraphic transfer.
3. The award shall be made to the compliant bidder who submits the most competitive OVERALL bid based on the price subject to **RESERVE PRICE**.
4. The award shall be made to the compliant bidder who submits the most competitive OVERALL bid for all listed items based on the price.
5. The current value is **Kshs 45,000,000.00 (Forty five million)**.

SCHEDULE OF ITEMS

No.	Item and specifications	UOM	QUANTITY	Condition/Status	Location
1	Step Up Transformer 250Kva,2.5/10kv	pc	2	Good working condition	Switchyard
2	Turbine1, pelton wheel, Gylkes	Set	2	Serviceable and running	P/House
3	Turbine2, Pelton Wheel, Gylkes	Set	2	Serviceable and running	P/House
4	Generator 1, bruce pebbles, 2.75 kv	pc	1	Serviceable and running	P/House
5	Generator 2, bruce pebbles, 2.75 kv	pc	1	Burnt in 2013	CEW
6	Exciter 1	pc	1	In good working condition	P/House
7	Exciter 2	pc	1	In Good condition	P/House
8	48v Charger complete with batteries with 52v charger and 4*12v, 150Ah batteries	pc	1	In working condition	P/House
9	Temp monitoring panel, with controls and relays	pc	1	Controllers not working	P/House

10	Machine breaker panel,with protection relays,breaker and synch scope	pc	2	Both panel intact	P/House
11	Excitation panel	pc	2	In working condition	P/House
12	Valve operation panel	pc	2	In working condition	P/House
13	Auto voltage regulator	pc	2	In working condition	P/House
14	Generator winding spares	pc	26	New	Store
15	Generator covers unit 2	pc	12	Used	Store
16	Automated meter panel with UPS, monitor and ratio transmitter	set	1	In working condition	Office
17	Journal bearing spare for gen. and turb	set of 4	2	New	P/house
18	Exciter bearing spare	set	1	New	Store
19	Chain block 5ton	pc	2	In good condition	Store
20	Tirfor 3.2 ton	pc	1	In good condition	Store
21	Fiber belt 2m length	pc	3	In good condition	Store
22	Working bench and vice	set	1	In good condition	P/house
23	Used assorted slings	pc	5	Good	Store
24	6mmsq, 4core Armoured Cable(31+7+12+15) m	pc	4	Used	Store
25	3 core 12mmsq (7+5)m communication cable	pc	2	Used	Store
26	Chain link	pc	2	In good condition	Store
27	Earth wire	roll	1	New	Store
28	Kengen Energy meter	pc	1	In good condition	P/house
29	Hand grease pump	pc	1	In good condition	P/house
30	Voltage/curent tx panel	pc	1	In good condition	Switchyard

31	Breaker racking in/out equip	pc	1	In good condition	P/house
32	Land	hectate/acre	8.947Ha/23 acres	Mostly Rocky	
33	Power House	pc	1	Intact and in use	
34	four toilets, ceptic tank, soak pit	pc	1	In good condition	P/house
35	Two blocks of four rooms each	set	2	In good condition	Residential area
36	Toilet and Bathroom		2	In good condition	Residential area
38	Screen, Spindle and Wheel, Gate	pc	1 each	In good condition	Head pond
39	Concrete lining,	m	100	In good condition	Head race channel
40	Screen, Spindle and Wheel, Gate	pc	1 each	In good condition	Intake
41	Screen, Spindle and Wheel, Gate	pc	1 each	In good condition	Intake
42	Journal bearing	set of 4	2	New	P/house
43	Exciter bearing	set	1	New	Store
44	Spear valve	pc	1	Used	P/house
45	Fire extinguisher	pc	9	In good condition	p/house, swithyard and residential area
46	Plastic Tank 6000lts	pc	2	In good condition	Residential area
47	Plastic Tank 1000lts	pc	1	In good condition	Residential area
48	Enamel sink	pc	3	New	Stores
49	Floodlights	PC	3	New	Stores
50	Gutters	pc	28	New	Stores
51	Plywood	pc	1	New	Stores
52	Office table	pc	3	Two in good condition, one used	Office, P/House
53	Office cabinet	pc	1	In good condition	Office
54	6 by 4 ft bed	pc	1	Used	Guest room
55	8 seater sofa set	pc	1	Used	Guest room
56	14" CR tv set	pc	1	Used	Guest room
57	Empty drum 210lts	pc	2	Used	Store
58	Tellus Oil 210lts	pc	1	in use	P/House

59	Water Bowzer mounted on movable axle	pc	1	Used	Residential area
60	Electrical, Mechanical and common Tool Box	set	3	In good condition	P/House
61	Pull lift	pc	2	in good condition	Stores
62	Wheel barrow	pc	1	used	Stores
63	Spade	pc	3	used	Stores
64	Earth wire	roll	1	new	Stores
65	Roofing Iron Sheet	pc	6	used	Stores

BID PRICE.....

Tender Deposit Commitment Declaration Form

As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

Disposal of Obsolete Assets at Retired Sosiani Power Station

Description	Deposit (Kshs)	Receipt/ Cheque No. and Date

The Successful bidder shall collect the equipment/materials within a period of **30 days from the date of letter of award.**

TENDERER'S NAME: _____

TENDERER'S SIGNATURE--_____

DATE : _____

COMPANY'S RUBBER STAMP_____

SECTION V

GENERAL CONDITIONS OF TENDER

5.1 A tenderer may view the lots at site on the dates indicated.

Date 9th January 2018

5.2 A tenderer shall tender for an entire lot and may tender for as many lots as he/she wishes.

5.3 A tenderer will pay a deposit in advance before the closing date of the tender for each lot tendered for as indicated in the schedule of items and prices. (see appendix below)

5.4 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 21 days failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.

5.5 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the communication of the contract awards.

5.6 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment failure to which storage charges will be charged as indicated in the appendix to Conditions of tender. (see appendix below)

Appendix to conditions of tender

The following information for sale of boarded stores and equipment shall complement, supplement, or amend, the provisions of the conditions of the tender. Whenever there is a conflict between the provisions of the conditions of tender and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the conditions of tender.

SECTION VI

STANDARD FORMS

6.1 Form of Tender

Date: _____

Tender No. _____

To: Kenya Electricity Generating Company
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. Box 47946-00100,
NAIROBI, Kenya.

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 purchase and collect all the items offered to us 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 pay for and collect the items in accordance with the requirements of the tender.
3. We agree to abide by the tender for a period of **90 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.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

Dated this _____ day of _____ 2017

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

6.2 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant(s).....

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

Part 1 – General

Business Name:..... Certificate of Incorporation / Registration No. Location of business premises:
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 (*USD/KShs*)
.....
Was this successfully undertaken? **Yes / No**. (If **Yes**, attach reference)
Name (s) of your banker (s)
.....
Branches Tel. No's.....

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

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

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

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

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

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

Full Names Nationality Citizenship Details Shares

1.....

2.....

Part 2 (d) – Debarment

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

Full Names

Signature

Dated thisday of2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

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

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

Full Names

Signature

Dated thisday of2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

a)

b)

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

Signed

For and on behalf of M/s

.....
In the capacity of

.....
Dated thisday of2017.

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

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

a)

b)

For and on behalf of M/s

In the capacity of
 Dated this day 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: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT'S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. AGPO FIRMS ARE HOWEVER EXCLUDED ENTIRELY FROM FILLING IT.

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

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

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

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

Account No:.....**Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate**...../.....
ID No(s):...../.....**Signature and stamp of the authorized Banker Representative**.....**Date**.....

Part 2(j or k) – Declaration

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

Full names

 Signature.....
 For and on behalf of M/s
 In the capacity of

 Dated this day of 2017.
 Suppliers' / Company's Official Rubber Stamp

