



KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-TURK-05-2017

**TENDER FOR SUPPLY, INSTALLATION, TEST AND COMMISSIONING OF
INDUSTRIAL BATTERY CHARGERS AND BATTERY BANK FOR TURKWEL
POWER STATION**

**(EXCLUSIVE TO REGISTERED GROUPS OF PERSONS LIVING WITH
DISABILITIES (PWDs))**

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

March, 2017

TABLE OF CONTENTS

	PAGE
INTRODUCTION	2
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
Appendix to Instructions to Tenderers	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	29
SECTION V TECHNICAL SPECIFICATIONS.....	30
SECTION VI SCHEDULE OF REQUIREMENTS.....	43-45
SECTION VII PRICE SCHEDULE FOR GOODS.....	47
SECTION VIII STANDARD FORMS.....	48
8.1 FORM OF TENDER.....	48
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	49
8.3 TENDER SECURITY FORM.....	50
8.4 CONTRACT FORM.....	51
8.5 PERFORMANCE SECURITY FORM.....	52
8.6 MANUFACTURER'S AUTHORIZATION FORM.....	53-54

SECTION I INVITATION TO TENDER

KenGen invites sealed bids from Persons with Disabilities (PWDs) firms dully registered under AGPO scheme for the **design, manufacture, Supply, delivery, Installation, Test and commissioning of Industrial battery chargers and battery Bank for Turkwel power station** in Kenya 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 ; Cc: sdochieng@kengen.co.ke ; cwainaina@kengen.co.ke

where the tender document may be collected upon payment of a non-refundable fee of **KShs.1, 000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke and www.suppliers.treasury.go.ke.

Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded copies are free of charge.

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

Bidders are advised to take keen interest on the information provided under the Appendix to Instructions to Tenderers (A.I.T.T.) and the Special conditions of the Contract (S.C.C.).

Tenders must be submitted in a plain sealed envelope and marked “**Supply, delivery, Installation, Test and commissioning of Industrial battery chargers and battery Bank for Turkwel power station**” and addressed to:

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

On or before: **10th April 2017 at 10.00 a.m.**

Tenders will be opened on **10th April 2017 at 10.30 a.m.** in the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor. The company reserves the right to vary the quantities.

SUPPLY CHAIN DIRECTOR

SECTION II

INSTRUCTIONS TO TENDERERS

Table of Clauses

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

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

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

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

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

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

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

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components:

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

2.9 **Tender Forms**

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

2.10 **Tender Prices**

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

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

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

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

2.11 **Tender Currencies**

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

2.12 **Tenderers Eligibility and Qualifications**

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

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

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

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

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

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

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

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

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

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

2.14 Tender Security

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

2.14.2 The tender security 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

2.14.3 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.

2.14.4 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

2.14.5 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.

2.14.6 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

2.14.7 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,” the **10th April 2017 at 10.00 a.m.**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **10th April 2017 at 10.00 a.m.**

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10th April 2017 at 10.30 a.m.** and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been

furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

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

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

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

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

2.31 Corrupt or Fraudulent Practices

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

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

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE		PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Eligibility</i>	<i>Registered groups of Persons Living With Disabilities (PWDs)</i>
2.15	<i>Tender Validity</i>	<i>Tenders shall remain valid for 90 days <u>after</u> the date of tender opening prescribed by the Procuring entity.</i>
2.14.2	<i>Tender Security</i>	<p><i>No tender securities shall be required from the enterprises participating in this tender. However, bidders shall be required to complete and sign the Tender Securing Declaration Form furnished in this tender document.</i></p> <p><i>The tender securing declaration form is required to assure the Procuring Entity of the protection against the risk of Tenderer's conduct, whereby any bidder from the target group who fails to adhere to the terms of the Tender Securing Declaration Form shall be liable to debarment pursuant to section 61 (5) of the Public Procurement and Asset Disposal Act 2015</i></p> <p><i>Any tender not secured in accordance with this requirement will be rejected as non-responsive.</i></p>
2.18.3	<i>Tender Closing date</i>	10th April 2017 at 10.00 a.m
2.24.4	<i>Evaluation Criteria</i>	<p><i>The following shall be the evaluation Criteria</i></p> <p>A) Preliminary Evaluation <i>Preliminary evaluation of bids shall take into account compliance to the following requirements:</i></p> <ul style="list-style-type: none"> ➤ <i>Duly completed tender form</i> ➤ <i>Duly completed price schedule</i> ➤ <i>Valid Tax Compliance Certificate</i> ➤ <i>Duly Completed Tender Securing Declaration form</i> ➤ <i>Evidence of valid registration in the target group - PWDs</i> ➤ <i>Duly signed and stamped tender securing declaration form</i> ➤ <i>Duly Completed Confidential Business Questionnaire (CBQ) as provided below*.</i> ➤ <i>Copy Certificate of Incorporation / Registration</i>

		<ul style="list-style-type: none"> ➤ <i>Submission of the above listed mandatory requirements</i> ➤ <i>Duly signed and stamped Manufacturer’s authorization form</i> ➤ <i>Provide manuals /catalogue for technical items offered.</i> ➤ <i>Delivery period – 2 Months after signing of contract</i> ➤ <i>Table of duly completed Technical schedule</i> ➤ <i>Signed warranty statement of 24 months addressed to KenGen</i> ➤ <i>Authenticated Test performance Certificates from ISO recognized firms</i> <p>B) Technical Evaluation Requirements <i>The Technical Evaluation will be based on compliance with the technical specifications set out in Section IV of this tender document. This will follow a “PASS/FAIL” scoring technique.</i></p> <p>C) Financial Evaluation</p> <ul style="list-style-type: none"> ➤ <i>This will take into account the bidder’s tender price after subjecting the bid to preliminary and technical evaluation.</i> ➤ <i>The financial evaluation will also take into account, in addition to the tender price and the price of incidental services, the following factors:</i> <ul style="list-style-type: none"> (a) <i>deviations in payment schedule from that specified in the Special Conditions of Contract;</i> (b) <i>the cost of components, maintenance, and service;</i> ➤ <i>At the conclusion of the financial evaluation, KenGen will seek to establish the substantially responsive tender that will be determined to be the lowest evaluated, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</i>
2.27.7		<p><i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i></p> <p><i>KenGen Engineers will carry out a pre-delivery inspection at the supplier’s premises to ascertain conformance to technical requirements and specifications prior to delivery.</i></p> <p><i>Importing suppliers will be required to provide Type-Test Certificates from the country of origin for KenGen’s approval prior to delivery.</i></p>

2.31.1	<i>Corrupt or Fraudulent Practices</i>	<i>KenGen adheres to high standards of integrity in its business operations. Report any unethical behaviour immediately to the provided anonymous hotline service.</i> <i>Call Toll Free: 0800722626</i> <i>Free Fax: 00800 007788</i> <i>Email: kengen@tip-offs.com</i> <i>Website : www.tip-offs.com</i>
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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 one year (12 months)

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Taxes

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

3.21.2 Local Taxation

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

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

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

Tax Deduction

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

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

Tax Indemnity

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

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

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC		SPECIAL CONDITIONS OF CONTRACT
3.7	<i>Performance Security</i>	<i>Performance Security shall be 1% of the tender price in the form of a bank guarantee from a reputable financial institution</i>
5.3	<i>Warranty</i>	<i>The supplier shall be required to expressly confirm that the goods supplied shall be under 24 months warranty.</i>
5.4	<i>Insurance</i>	<i>Proof of Insurance shall be provided to KenGen on demand</i>
3.12	<i>Terms of payment</i>	<i>Advance payment shall not be applicable Payment shall be made within 30 days from the date of receipt of certified invoices, delivery notes, goods receipt notes and signing of satisfactory inspection and acceptance report by the inspection committee.</i>
3.18		<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i>
Pre-Delivery Inspection		<i>KenGen engineers will carry out a batch inspection exercise at the supplier's premises/ factory for approval and clearance prior to delivery</i>

SECTION V

TECHNICAL SPECIFICATIONS

Supply, Installation, Test and commissioning of Industrial battery chargers (110VDC and 48VDC) and Industrial battery Bank (110VDC) for Turkwel power station

PART I: - GENERAL INFORMATION AND REQUIREMENTS

5.0 STANDARD AND CODES

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

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

(i) United States Sources

- (a) American National Standards Institute (ANSI will also be used as the reference for standards issued formerly under USA and USAS) – ANSI.
- (b) American Society for Testing and Materials ASTM.

(ii) Other Sources

- (a) British Standards (BS)
- (b) International organization for standardization.
- (c) International Electro-technical Commission IEC.
- (d) Japanese Industrial Standards – JIS.
- (e) Japanese Electro-technical Commission – JEC.
- (f) German DIN
- (g) European standards - AEN
- (h) Equivalent standards in other jurisdictions may be quoted.

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

5.1 CONTRACTOR'S RESPONSIBILITIES

I. RESPONSIBILITIES

- a) Conforming to the requirements of KenGen and to deviations there from which are specifically authorized and/or approved in writing by the Client's Engineer.

- b) Approval of deviations will only be given for individual cases and such approval shall not be cited as a precedent for other cases.
- c) Quality of material, workmanship and apparatus comprising the complete work, shall be in accordance with the specifications and good practice.
- d) The safety and protection of equipment and materials required for the work while under its sole risk as described in sub-clause (ii) hereunder.
- e) The adaptability of all materials to the requirements.
- f) Rigid adherence to the tender specifications.

II. SOLE RISK

The contract shall be at the sole risk of the Contractor against loss or damage thereto up to and including the date of delivery to the delivery point. It shall in no way be implied or inferred that this arrangement limits the Contractor's responsibility in respect to the materials supplied, workmanship and performance of the work.

5.2 CRITERIA FOR EVALUATION

The following criteria will be used in Tender Evaluation

- (i) Responsiveness to the Tender
- (ii) Compliance with Technical Specification
- (iii) Completeness of Tender
- (iv) Technical details of Offered Equipment
- (v) Price
- (vi) Delivery and completion Periods
- (vii) Payment Terms.

5.3 WARRANTY

The Contractor warrants that 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 Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for twelve (12) months after the Supply, Installation, Test and commissioning of Industrial battery chargers (110VDC and 48VDC) and Industrial battery bank(110VDC) for Turkwel power station has been fully commissioned.

5.4 INSURANCE

The Contractor shall insure, and keep insured to its full insurable value, the equipment and every part thereof against risk of fire, explosion, accident, or other damage until the contract has been completed to the satisfaction of KenGen.

PART II: - GENERAL TECHNICAL REQUIREMENTS

5.5 GENERAL REQUIREMENTS

All components shall be adequately rated/sized for their most onerous duty and the specified ambient temperature. Due account shall be taken of any heat generated by the equipment therein and the components shall be appropriately selected, rated or derated as necessary to suit the most onerous operating temperature within the equipment

5.6 TENDER BID DOCUMENTATION BY TENDERER

The drawings and information to be submitted to the Client in accordance with the requirement of this clause shall cover the complete scope of work as defined by the specifications

This documentation will give guide to the client during the tender evaluation. They may not be comprehensive at that stage.

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

5.7 TEST PROCEDURE INSTRUCTIONS

The contractor shall prepare and execute a testing program which will establish that specified requirements have been met and that the Industrial battery chargers (110VDC and 48VDC) and Industrial battery bank (110VDC) supplied and installed will perform as specified and required.

The Contractor shall submit to the Client testing programs describing each test to be performed during commissioning and performance tests. The programme shall establish the

- i. sequence of the tests,
- ii. the equipment preparation
- iii. operating procedures to be followed and the
- iv. detailed procedure for conducting each test.

The programme shall also contain performance guarantees, design values, technical particulars, or other criteria for the evaluation of each test. These programmes shall be submitted for approval to KenGen

5.8 INSTALLATION AND COMMISSIONING SERVICES

Lump-sum charges for installation, test and commissioning of the Battery chargers and Battery Bank into operation under the following shall be indicated in the tender:

- The installation and commissioning of the Industrial battery chargers (110VDC & 48VDC) and Industrial Battery bank (110VDC) shall be done by the tenderer. Commissioning tests shall be carried out prior to putting the chargers into service. The tenderer shall avail all materials, labour, tools and equipment necessary for/installation and commissioning works
- The tests and commissioning of the battery chargers (110VDC and 48VDC) and battery Bank (110VDC) shall be performed according to standard test procedures
- At least one Client's Engineer/Technician will be available during the commissioning period

5.9 ACCOMODATION & TRANSPORT FOR CONTARCTOR'S EMPLOYEES

Accommodation, transport and meals during the installation and commissioning work for the Tenderer's employees shall be the responsibility of the tenderer.

Transport (including local air airport connection at the site during the works will be the responsibility of the tenderer.

5.10 DESCRIPTION AND TECHNICAL SPECIFICATIONS FOR BATTERY CHARGERS

5.10.1 IINTRODUCTION

The two industrial battery chargers (110VDC & 48VDC) and industrial battery bank (110VDC) are to be installed at Turkwel power station off Kitale Lodwar road and about 180KM from Kitale town and approximately 570KM North West of Nairobi. The ambient temperature of the area is 33C and altitude is 980 Meters above sea level

The 110VDC and 48VDC chargers will be used to charge high performance Plante Lead acid batteries.

The scope of work involves

1. Linking and interfacing control and protection signals from 110VDC and 48VDC chargers' panels to existing system (**RP7 1 110VDC and 48VDC Relay panel**) so as to retain original functionalities. (This is a **MANDATORY REQUIREMENT**) calls for Winning bidder's design Engineer to visit Turkwel at his own expenses, careful study the current system and

prepare an interface scheme. This will be submitted for approval by the Engineer before project commencement)

2. Decommissioning the two existing battery chargers (110VDC & 48VDC) to be replaced.
3. Supply, install and commission of the new 110VDC and 48VDC chargers in same space early occupied by decommissioned battery chargers.
4. Submission of operations and maintenance manuals, updated working power and control schematic drawings which will be used for future troubleshooting and maintenance. This shall be done separately for the 110VDC charger and 48VDC charger.
5. A one-day training to operations and maintenance staff on the newly installed chargers.

Part A: INDUSTRIAL BATTERY CHARGERS

5.10.2 110VDC INDUSTRIAL BATTERY CHARGER

5.10.2.1 TYPE

Automatic constant voltage float charger with manually controlled boost charge. The battery charger is to have a provision for connecting to a similar battery charger for redundant operation

5.10.2.2 INPUT SUPPLY

- a) Input voltage.....415VAC±10%
- b) Phases.....3phase 4 wire
- c) Frequency.....50Hertz±5%

5.10.2.3 OUTPUT SUPPLY

- a) Output voltage.....110VDC Nominal
- b) Output voltage.....124VDC Float
- c) Output voltage.....137VDC Boost
- d) Output Current.....60A

5.10.2.4 PANEL CONSTRUCTION

- a) IP4 Protection class
- b) Fan cooled
- c) Panel painted inside and outside with synthetic enamel paint. Paint shade RAL 7032
- d) Cable entry from bottom

5.10.2.5 PROTECTION

The following protection shall be provided;

- a) Input supply to be protected by suitably rated MCCB

- b) Input supply to be protected against phase failure
- c) Rectifier circuits to be protected by suitably rated HRC fuses

5.10.2.6 LOADS

The loads shall be taken out of the charger unit by fifteen (1) circuits each protected by a suitably rated MCB. The ratings are 10A (3circuits), 1A (circuits), 30A(6 circuits), 100A (1 circuit)

5.10.2.7 METERS

The meters to be provided should be of type 4-20mA for ease of calibration

- a) AC Voltmeter (96x96mm, 1% accuracy) analogue with range 0 to 500V
- b) DC output ammeter (96x96mm, 1% accuracy) analogue with range 0 to 200A
- c) DC output voltmeter (96x96mm, 1% accuracy) analogue with range 0 to 300VDC

5.10.2.8 INDICATIONS

- a) RYB input ON lamp
- b) Output ON lamps
- c) Charger ON Float
- d) Charger ON Boost

5.10.2.9 ALARMS

The following alarms are to be provided;

- a) AC mains fail
- b) DC overvoltage
- c) DC undervoltage
- d) Charger failure
- e) Rectifier fuse blown
- f) Battery low
- g) Battery high
- h) Panel temperature high
- i) DC earth fault

5.10.2.10 MAGNETICS

To meet the following requirements

- a) Insulation class F
- b) Insulation voltage breakdown 2000V/min
- c) Average winding temp rise over ambient of 90°C

5.10.2.11 SYSTEM OPERATION

The charger shall have the following modes of operation;

- a) Auto
- b) Float
- c) Boost

5.10.2.12 CABLES

The cables shall meet the following specifications

- a) Size to be determined by use and expected current
- b) Ferrules to be provided for identification of connections
- c) Cables rated 650/1000V
- d) Cables of stranded copper
- e) Cables with PVC insulation

5.10.2.13 TESTS

The Charger shall be tested to IEC-60146 standards and a certificate issued to KenGen

5.10.2.14 EFFICIENCY

The minimum allowed efficiency is 80%

5.10.2.15 MANUALS

Two sets of operation and maintenance manuals shall be provided

5.10.2.16 BATTERY LOAD

The battery shall be used to charge lead acid batteries on constant voltage

5.10.2.17 TECHNICAL COMPLIANCE TO REQUIREMENTS AND SPECIFICATIONS

The tenderer shall confirm compliance to the requirements and specifications of their offer by filling in the technical specifications schedule in the format shown in the **table 5.10.2** on page 42.

5.10.3 48VDC INDUSTRIAL BATTERY CHARGER

5.10.3.2 TYPE

Automatic constant voltage float charger with manually controlled boost charge. The battery charger is to have a provision for connecting to a similar battery charger for redundant operation

5.10.3.3 INPUT SUPPLY

- d) Input voltage.....415VAC±10%%
- e) Phases.....3phase 4 wire
- f) Frequency.....50Hertz±5%

5.10.3.4 OUTPUT SUPPLY

- e) Output voltage.....48VDC Nominal
- f) Output voltage.....50VDC Float
- g) Output voltage.....52.VDC Boost
- h) Output Current.....60A

5.10.3.5 PANEL CONSTRUCTION

- e) IP4 Protection class
- f) Fan cooled

- g) Panel painted inside and outside with synthetic enamel paint. Paint shade RAL 7032
- h) Cable entry from bottom

5.10.3.6 PROTECTION

The following protection shall be provided;

- d) Input supply to be protected by suitably rated MCCB
- e) Input supply to be protected against phase failure
- f) Rectifier circuits to be protected by suitably rated HRC fuses

5.10.3.7 LOADS

The loads shall be taken out of the charger unit by fifteen (1) circuits each protected by a suitably rated MCB. The ratings are 10A (3circuits), 1A (circuits), 30A (6 circuits), 100A (1 circuit)

5.10.3.8 METERS

The meters to be provided should be of type 4-20mA for ease of calibration

- a) AC Voltmeter (96x96mm, 1% accuracy) analogue with range 0 to 500V
- b) DC output ammeter (96x96mm, 1% accuracy) analogue with range 0 to 300A
- c) DC output voltmeter (96x96mm, 1% accuracy) analogue with range 0 to 200V

5.10.3.9 INDICATIONS

- a) RYB input ON lamps LED type
- b) Output ON lamps
- c) Charger ON Float LED lamp
- d) Charger ON Boost LED lamp

5.10.3.10 ALARMS

The following alarms are to be provided and displayed on LED Facia annunciation

- a) AC mains fail
- b) DC overvoltage
- c) DC undervoltage
- d) Charger failure
- e) Rectifier fuse blown
- f) Battery low
- g) Battery high
- h) Panel temperature high
- i) DC earth fault

5.10.3.11 MAGNETICS

To meet the following requirements

- a) Insulation class F
- b) Insulation voltage breakdown 2000V/min
- c) Average winding temp rise over ambient of 90°C

5.10.3.12 SYSTEM OPERATION

The charger shall have the following modes of operation;

- a) Auto
- b) Float
- c) Boost

5.10.3.13 CABLES

The cables shall meet the following specifications

- a) Size to be determined by use and expected current
- b) Ferrules to be provided for identification of connections
- c) Cables rated 650/1000V
- d) Cables of stranded copper
- e) Cables with PVC insulation

5.10.3.14 TESTS

The Charger shall be tested to IEC-60146 standards and a certificate issued to KenGen

5.10.3.15 EFFICIENCY

The minimum allowed efficiency is 80%

5.10.3.16 MANUALS

Two sets of operation and maintenance manuals shall be provided

5.10.3.17 BATTERY LOAD

The battery shall be used to charge lead acid batteries on constant voltage

5.10.3.18 TECHNICAL COMPLIANCE TO REQUIREMENTS AND SPECIFICATIONS

The tenderer shall confirm compliance to the requirements and specifications of their offer by filling in the technical specifications schedule in the format shown in the **table 5.10.3** on page 42.

Part B: INDUSTRIAL BATTERY BANK

5.11: INDUSTRIAL BATTERY BANK (110VDC)

5.11.1 EXISTING RACKS

The batteries are to be installed in existing racks as they will be used to replace the existing. The inter cell connections shall be such that the **broader faces of the battery sides shall be adjacent**. The tenderer shall match the size of the batteries to the existing ones so that the existing racks shall be used with the new batteries.

5.11.2 TYPE OF BATTERIES

High Performance, Plante batteries.

5.11.3 QUANTITY

60 pieces of 250AH Batteries complete with accessories. 55 pieces shall be installed and 5 pieces shall be kept as spares

5.11.4 CAPACITY

The ampere hour capacity of the batteries is to be 250AH. The capacity in ampere-hours is at 27°C for 10-hour discharge rate and specific gravity 1.200

5.11.5 STANDARDS

The cells to be supplied will conform to BS 6290: part 2: 1999, IS 1652:1991 or equivalent international standard.

5.11.6 APPLICATION

These cells will be used for standby purposes in conjunction with a constant voltage battery charger. They will therefore be subjected to trickle or float charge on a regular basis while in service.

5.11.7 VOLTAGE

The nominal voltage will be 2 volts per cell. The final voltage for 10-hour discharge rate should be at lowest 1.85 volts.

5.11.8 ELECTROLYTE

The electrolyte used should be pure sulphuric acid having a specific gravity of 1.210 at 25° C.

5.11.9 FIRST CHARGE

All batteries should be subjected to the first charge-discharge-recharge cycles before commissioning. Full test report of this process shall be availed to KenGen before commissioning.

5.11.10 POSITIVE PLATES

These should be constructed of pure lead to ensure that there is no fall off in capacity throughout their life time.

5.11.11 NEGATIVE PLATES

The construction of negative plates should be of pasted grid.

5.11.12 PLATE SEPARATORS

Separators must be chemically inert with a high degree of porosity. They should preferably be made from sintered micro porous PVC.

5.11.13 VENT PLUGS

These should be of ceramic type, designed such as to effectively return all acid spray to the cell, but allow free exit of oxygen and hydrogen.

5.11.14 CONTAINERS

The containers shall be clear view plastic. Markings for maximum and minimum electrolyte levels shall be provided. Each cell container must also have a distinctly visible cell number.

5.11.15 ACCESSORIES

Batteries must be supplied complete with the appropriately sized and number of cell interconnecting links, nuts, bolts, flat and spring washers. All of which must be of suitable type to be unaffected by the corrosive gases present around the cells. Two acid proof aprons, 6 pairs gloves, 2 hydrometers and 1 voltmeter shall be supplied.

5.11.16 TECHNICAL COMPLIANCE TO REQUIREMENTS AND SPECIFICATIONS

The tenderer shall confirm compliance to the requirements and specifications of their offer by filling in the technical specifications schedule in the format shown in the **table 5.11** on page 42.

5.11.17 SUPPLY, INSTALLATIONS, TESTS AND COMMISSIONING

Supply

The supplier shall deliver the batteries dry charged and electrolyte to Turkwel power station. The cells shall then be placed on existing racks, filled and interconnected ready for the initial charge

Tests

The filled batteries shall then be charge/discharge/recharge tested for compliance to standards. The initial charge shall be up to full capacity using Tenderer appropriate commissioning charger. Thereafter, a discharge to 1.85V/cell shall be carried out followed by recharge to full capacity. Thereafter connection to KenGen charger shall be done, monitoring **MUST BE DONE** and compliance checks ensured.

At no time should a test taking a particular period of time be stopped, as this will compromise end product and quality. Thus the supplier should ensure enough manpower both skilled and unskilled for smooth project delivery

Records

Records shall be made showing all the relevant parameters of specific gravity, volts/cell and cell temperature obtained during the charge/discharge/recharge cycles

5.11.18 PROCEDURE AND TEST PROGRAMME

The Tenderer must include a procedure for installation, testing and commissioning and a draft work programme as part of the bid submission. Bidders failing to comply with this requirement shall be deemed non-responsive

5.11.19 DELIVERY

Supply, Installation, tests and commissioning shall be completed in 2 calendar months

5.11.20 MANUFACTURER'S AUTHORISATION

Suppliers who are not manufactures' of batteries shall obtain manufacturer's authorization in format shown in attached sample of authorization form 8.6.2

5.11.21 TECHNICAL SPECIFICATION SCHEDULE

To be filled by supplier in full to show compliance with requirements as set out in part III above. This must be submitted with the offer

PARTICULARS TECHNICAL COMPLIANCE TO REQUIREMENTS AND SPECIFICATIONS

The tenderer shall confirm compliance to the requirements and specifications of their offer by filling in the technical schedule in the following format shown in the table below. The items to be offered to as given in the Technical specifications part V above.

Table 5.10.2 TECHNICAL SPECIFICATIONS SCHEDULE (110VDC CHARGER)

Item	Description(show clause No and short form description)	Specification	offered
1	5.10.2.1 TYPE		
2			

Table 5.10.3 TECHNICAL SPECIFICATIONS SCHEDULE (48VDC CHARGER)

Item	Description(show clause No and short form description)	Specification	offered
1	5.10.3.1 TYPE		
2			

Table 5.11. TECHNICAL SPECIFICATION SCHEDULE FOR BATTERY BANK

Item	Description(Show clause No. and short form description)	Specification	offered
1	5.11.1 EXISTING RACKS		

SECTION VI

SCHEDULE OF REQUIREMENTS

See particulars of Technical compliance of the Tender above i.e page 43

Number	Description	Quantity	Delivery schedule (shipment)
			In Weeks/months from _____ ¹

SECTION VII

PRICE SCHEDULE FOR GOODS

Section 7.1: PRICE SCHEDULE FOR INDUSTRIAL CHARGERS

Item	Description	Country of origin	Unit of issue	Qty	Total price
1	110VDC Industrial Battery Charger (Include user and operation manuals)				
2	48VDC Industrial Battery Charger Include user and operation manuals)				
3	Installation tests and commissioning costs for both battery chargers. (This includes 1 day training for operations staff				
4	Commissioning spares for each Industrial charger. i.e. 2 each type (relays, Printed circuit boards PCBs, fuses, MCBs etc.)				
5	Transport charges to Turkwel Power Station				
	Subtotal				
	Discount				
	VAT				
	Total cost to Turkwel Power station inclusive VAT				
	Currency of Tender				
	Currency of Tender				
	Country of Origin				
	Delivery Period to Turkwel Power Station				
	Installation and commissioning period				
	Manufacturer				
	Warranty period				
	Tenderer's name				
	Tenderer's Signature				
	Date and Stamp				

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

**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 2015
“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.**

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

*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 2015.

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 2015.

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

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 of2015.

Suppliers' / Company's Official Rubber Stamp

**8.3 TENDER SECURING DECLARATION FORM
(MANDATORY FOR THE SPECIAL GROUPS)**

Tender No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of [-----] starting on [**date**;.....], if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaratio*

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

Dated on _____ day of _____, *[insert date of signing]*

Corporate Seal (where appropriate)

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]

**8.6.1 MANUFACTURER’S AUTHORIZATION FORM (110VDC AND
48VDC INDUSTRIAL CHARGERS)**

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

**8.6.2 MANUFACTURER’S AUTHORIZATION FORM (110VDC
INDUSTRIAL BATTERIES)**

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.