



KenGen

**KENYA ELECTRICITY GENERATING COMPANY
LIMITED**

KGN-GDD-014-2018

**TENDER FOR SUPPLY OF ASSORTED TOOLS, TEST
EQUIPMENT AND INSTRUMENTS FOR OLKARIA
POWER STATIONS**

(OPEN NATIONAL)

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

Website: www.kengen.co.ke

February, 2018

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SECTION I INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for **Supply of Assorted Tools, Test Equipment and Instruments for Olkaria Power Stations**, whose specifications are detailed in the Tender Document.

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

Supply Chain Director
Tel: (254) (020) 3666000
Email: tenders@kengen.co.ke; jgesaka@kengen.co.ke;

The document can 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.

Unless otherwise stated, tenders **MUST** be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked **“KGN-GDD-014-2018-TENDER FOR SUPPLY OF ASSORTED TOOLS, TEST EQUIPMENT AND INSTRUMENTS FOR OLKARIA POWER STATIONS”** and addressed to:

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

On or before: **3rd April 2018 at 2.00PM**

Tenders will be opened on **3rd April 2018 at 2.30PM** in the presence of the candidates' representatives who choose to attend at KenGen Pension Plaza II Ground Floor, Tender Opening Room.

KenGen adheres to high standards of integrity in its business operations.

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

Call Toll Free: 0800722626 Free Fax: 00800 007788

Email: kengen@tip-offs.com Website: www.tip-offs.com

SUPPLY CHAIN MANAGER

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document collected from the Procuring Entity shall not exceed Kshs.1,000/=. Downloaded copies are free of charge.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than **seven (7) days prior to the deadline for the submission of tenders**, prescribed by the

procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

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

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in

its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of *(Specify the amount)*.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.

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

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

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

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

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

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

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

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE, **3rd April 2018 at 2.00PM**”

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **3rd April 2018 at 2.00PM**

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

2.19 Modification and Withdrawal of Tenders

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

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

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **3rd April 2018 at 2.30PM** and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

2.24.3A 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 TENDERERS
2.1.1	This invitation is an Open National Tender , eligible to Citizen contractors.
2.11.1	<ul style="list-style-type: none"> • Price quoted must be DDP OLKARIA (Delivery Duty Paid to Olkaria)
2.14.2	Tender Security in the amount of Kshs. 200,000.00 (Two Hundred Thousands) or equivalent in a freely convertible currency.
2.15.1	The validity period of the tender shall be 120 days after the date of opening of the tender
2.16.1	The Tenderer shall prepare two copies of the tender , clearly marking each “ ORIGINAL TENDER ” and “ COPY OF TENDER ,” as appropriate. The Tenderer MUST ensure Sequential pagination/serialization of all pages in the tender document, Sec.74.1.i. of the PPADA, 2015.
2.18.1	Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than 3rd April 2018 at 2.00PM
2.22.2	<p>No correction of errors.</p> <ul style="list-style-type: none"> • 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. Ref: Sec. 82 of the PPADA, 2015.
2.24.1	<p><i>The following shall be the evaluation Criteria</i></p> <p>A) Mandatory Evaluation Criteria:</p> <ul style="list-style-type: none"> ➤ Certificate of Incorporation/ Registration. ➤ Valid Tax compliance Certificate. ➤ Duly completed tender form. ➤ Duly completed and signed price schedules ➤ Duly filled and signed mandatory confidential business questionnaire. ➤ Tender validity of 120 days from tender closing

	<p>date.</p> <ul style="list-style-type: none"> ➤ Tender security of Kshs. 200,000.00 or equivalent in a freely convertible currency. ➤ Tender Security has to be valid for thirty (30) days beyond the validity of the tender i.e 150 days from the date of tender closing. ➤ Manufacturer's authorization, guarantee and warranty of at least 12 months. ➤ Delivery period shall be within three (3) months ➤ Audited financial reports for the previous two (2) financial years (2015 & 2016). ➤ Addendums issued to be acknowledged and attached (where applicable). ➤ Sequential pagination/serialization of all pages in the tender documents, Sec 74.1.i of the PPADA, 2015. ➤ All items must be quoted in each schedule to be considered responsive. <p>B) Technical Evaluation Requirements</p> <ul style="list-style-type: none"> ▪ Compliance to the technical specifications. ▪ Technical data sheet/Documentary evidence to prove conformance to the Technical Specifications be provided. ▪ Mandatory Catalogue/ brochures indicating the intended item to be supplied. ▪ The delivery period shall be <u>within 3 months</u> after receipt of purchase order. <p>C) Financial Evaluation</p> <ul style="list-style-type: none"> ➤ Award shall be based on total lowest evaluated bid per schedule.
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>

SECTION III:

GENERAL CONDITIONS OF CONTRACT

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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21 Taxes

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

3.21.2 Local Taxation

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

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

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

Tax Deduction

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

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

Tax Indemnity

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

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

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security <ul style="list-style-type: none">The performance security shall be in the amount of 10% of the contract price
3.10.1	Delivery Period <ul style="list-style-type: none">The Goods shall be delivered within 3 months from the issuance of a Purchase Order
3.12.1	Payment terms and conditions <ul style="list-style-type: none">KenGen's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and are in accordance with the contract.Payment shall be made through electronic transfer for the amount of contract if fully serviced.The terms shall be strictly Delivered and Duty Paid (DDP) to Olkaria. Advance Payment <ul style="list-style-type: none">Advance payment is not applicable.
3.13.1	Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account
3.18.2	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i>

SECTION V

TECHNICAL SPECIFICATIONS

5.1 PARTICULARS

1. These specifications describe the basic requirements for the goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues or brochures, etc. for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
3. **Technical Data/Brochures/Pictures:** - Bidders **Must** provide relevant technical data detailing the performance parameters of the equipment or **Original manufacturer brochures**. Where there are more than one model on a brochure, the bidder, **Must** highlight the option which they are quoting for in this tender.
4. The equipment to be supplied shall be new, unused and of the latest design.

SECTION VI
SCHEDULE OF REQUIREMENTS

SCHEDULE A:- HAND TOOLS

No.	DESCRIPTION	QTY
1.	6- Piece VDE insulated screw driver set chrome molybdenum or chrome vanadium sizes (tip x length) flat 3.5x100, 4x100, 5.5x100, 8x150. Phillips tip 1x150, 2x125	5 Sets
2.	20-piece screw driver set with carry case. Flared flat tip size (tip length) 4x100, 5.5x100, 6.5x30, 8x150. Parallel flat tip sizes 2.5x50, 3x100, 4x100, 4x150, and 5.5x150. Pozi drive sizes. No. 0x75, No.1x30, no.1x100, no.2x125, no 3x150. Phillips tip sizes. No.00x50, no.0x75, no.1x30, no.1x100, no.2x125, no.3x150.	5 Sets
3.	6-piece slip stop screw driver set. Pozi driv tip size. No.1x80, no. 2x100, Parallel flat tip sizes.0.5x3x80, 0.8x4100, 1x5.5x125, 1.2x6.5150.	5 Sets
4.	6-piece torx screw driver set. No. 1x75, no.2x100, no.3x150. Torx bits. Tx10x65, Tx15x70, Tx25x80	5 Sets
5.	6- piece Pozi driv set.no1x75, no.2x100, no.3x150, Tx10x65, Tx15x70, Tx70, Tx25x80	5 Sets
6.	18-piece imperial/metric Allen key set	5 Sets
7.	140 piece square drive hexagonal socket spanner set complete with carry case/accessories tray containing the following: 0.25 inch drive metric sockets (6pt) nos 4-14. .25 inch drive imperial sockets 5/32-9/16 inch sockets. 0.25 inch imperial deep sockets 3/16 inch to ½ inch. 3/8 inch drive metric sockets nos. 13-22. 3/8 inch drive imperial sockets 3/8 inch to ¾ inch. 3/8 inch drive metric deep sockets nos 9-163/8 inch drive imperial deep sockets 3/8 inch to ¾ inch. ½ inch drive metric sockets (12pt) nos 15-32. ½ inch driv ½ inch drive metric deep sockets 6pt nos 14-24imperial sockets 12 pt ½ inch to 1.25 inch. 3/8 inch drive metric hexagon bits nos 3-10. 3/8 inch drive torx sockets T40-T50. ½ inch drive torx sockets T55 T60. 3/8 inch spark plug sockets nos 16 and 21.1 inch bits with holder; slotted (mm) 4-10. Phillips nos PH1-PH3. Torx T15, T20 and T25. Robertson S1, S2 and S3. ¼ inch, 3/8 inch and ½ inch ratchet handles, ¼ inch spinner handle. ¼ inch square adapter.	2 Sets
8.	4-piece cir clip plier tray	4 Sets
9.	Professional electronic tool kit containing 132mm snipe nose pliers, 109 mm micro bevel cutter, slotted screw drivers 3mm and 4mm, Phillips no. 1. 155mm adjustable spanner, ESD safe	5 Sets
10.	11-piece live working tool kit vde insulated with carry case comprising the following: Diagonal cutters, wire stripper, combination pliers, spanners 5, 5.5,6,7,8,10,13,17,19. Screw drivers: Parallel; 2x70, 4x120, 5.5x150, 6.5x150, 8x200, Superdriv nos 0-3. Pozidriv nos 0-3. Additional accessories; Labels, Danger HV-5, Live wires-5, Electric shock-5, HV test area-5, -, 240V ac-20, 415Vac-20, Disconnect-20, Unsafe warning tags-10, IEE warning guide, Junior hacksaw, safety goggles, electricians knife.	2 Sets

11.	12 piece metric flex head spanners sizes 8-19	2 Sets
12.	11-piece small combination set spanners sizes 6-19 metric	5 Sets
13.	6-piece tubular wrench set sizes 6,8,10, 11,13, 17,19	5 Sets
14.	Centre punch medium size	2 Pcs
15.	Gasket cutter	2 Pcs
16.	Ratchet and clutch handles	2 Pcs
17.	52-piece metric socket spanner set chrome vanadium steel	2 Sets
18.	Hacksaw frame	10 Pcs
19.	Junior hacksaw frame	10 Pcs
20.	6 piece Needle file set with carry case	10 Sets
21.	5-piece file set bastard, second cut, smooth, half round, triangular all 10 inch	10 Sets
22.	1 lb ball peen hammers	10 Pcs
23.	Soft faced hammers	10 Pcs
24.	Mallet head hammers	4 Pcs
25.	Flexible Magnetic retrieving tools	2 Pcs
26.	Multi bearing puller kit with carry case comprising three pullers	2 Sets
27.	Plastic pipe shears capable of cutting plastics pipes of diameter up to 42mm	2 Pcs
28.	Electricians hip bag (canvas)	10 Pcs
29.	Aluminum series ladder for small jobs	2 Pcs
30.	Ribbon cable cutter	2 Pcs
31.	Self adjusting crimp tool for ferrules and end splices	2 Pcs
32.	Automatic wire stripper 6inch	5 Pcs
33.	18W soldering irons	5 Pcs
34.	25W soldering irons	5 Pcs
35.	Gloves for live line working	3 Prs
36.	Digital soldering stations	1 Pcs
37.	Soldering iron tip cleaner and stand	2 Pcs
38.	De-soldering pumps	4 Pcs
39.	Pocket spirit levels	10 Pcs
40.	Rechargeable hand lamps	10 Pcs
41.	General purpose electronics cutter	10 Pcs
42.	Heavy duty wire cutter with insulated handle length 205mm	2 Pcs
43.	Din standard pliers length 130mm	10 Pcs
44.	Long reach electronics pliers	10 Pcs
45.	Heavy duty ratchet action cable cutter	2 Pcs
46.	Insulated combination pliers 120mm	10 Pcs
47.	Insulated combination pliers 160mm	10 Pcs
48.	Insulated safety Boots (CATU)	5 Pairs
49.	Insulated combination pliers 200mm	10 Pcs
50.	Insulated Long reach snipe nose Engineers pliers medium size	10 Pcs
51.	Insulated Bent snipe nose side long reach pliers medium size	10 Pcs
52.	Insulated snipe nose side cutting pliers medium size	10 Pcs
53.	Insulated Wire twisting pliers medium size	10 Pcs
54.	Light duty electricians trimming knives 18mm	10 Pcs
55.	Insulated cable knives	10 Pcs

56.	Automatic flexible jaw wire strippers	10 Pcs
57.	Phase testers	10 Pcs
58.	Set of insulated ring spanners 6-19	5 Sets
59.	Set of insulated open ended spanners 6-19	5 Sets

SCHEDULE B: TEST EQUIPMENT- THERMAL IMAGING (THERMOGRAPHIC) CAMERA, DC LOAD BANK AND INFRA RED THERMOMETER

No.	DESCRIPTION		
1	THERMAL IMAGING (THERMOGRAPHIC) CAMERA SPECIFICATIONS:-		QTY
	Thermal Resolution	76,800 (320 × 240)	1 Pc
	Thermal Sensitivity	<0.03°C @ 30°C	
	Accuracy	+/-1°C (+/-1.8°F) or +/-1% of reading for limited temperature range; • }2°C (• }3.6°F) or 2%, whichever is greater, at 25°C (77°F) nominal	
	Temperature Range	-40°F to 3,632°F (-40°C to 2,000°C)	
	Measurement modes	6 presets: center spot; hot spot (box max); cold spot (box min); no measurements; 2 user presets	
	Ultra Max	Mandatory	
	Built in visual camera	5 Mega Pixels	
	Radiometric recording	CSQ to memory card	1 Pc
	User Presets	6 presets: center spot; hot spot (box max); cold spot (box min); no measurements; 2 user presets	
	Lens choices	25°, 7° & 15° Tele, 45° & 80° Wide; Close up: 100 µm, 50 µm, 25 µm	
	Focus	Manual, Automatic and continuous	
	Frame Rate	30Hz	
	Display Size	107.5mm	
	Touch screen	Capacitive Touch Screen	
	Digital zoom	Eight Times	
	Compass	Mandatory	
	GPS	Mandatory	
	Sketch on IR/Visual image	Should have this capability	
	Software for image analysis	Mandatory	
	ACCESSORIES TO BE INCLUDED		
	1	Carrying case	
	2	Interchangeable lenses	

	3	2 spare cables	
	4	1 SD card	
	5	Stylus for touch screen	

ITEM NO.	DESCRIPTION		
2	DC LOAD BANK SPECIFICATIONS:-		QTY
	DC Volt range	10-300 Volts DC	1 Pc
	DC current range	10-15/150-300Vdc: 0-60Amps 15-150Vdc:0-120Amps	
	Accuracy and resolution	Plus or minus 1%, 0.1 Amp	
	Display	1425mm LCD colour touch	
	Power supply	220-240 V 50Hz or other adaptable power supply (In which case an adapter to 220-240V ac has to be supplied	
	Communications port	USB/RS232	
	Internal memory	8MB flash	
	Weight	120 pounds or less	
	Other capabilities	<ol style="list-style-type: none"> 1. Real time measurement of battery voltages during capacity test wirelessly. 2. Wide range From 2V batteries to 12 V batteries 3. Modules to support voltage measurement wirelessly for at least 4 batteries for transmission to the LCD screen 	
	ACCESSORIES TO BE INCLUDED		
	1	Carrying case	
	2	Modules for remote voltage measurement (30 No.)	
	3	Power supply cable	
	4	Power supply adapter	
	5	600A DC current clamp meter	
	6	Slave cable for paralleling with other load banks	

No.	DESCRIPTION		
3	INFRA RED THERMOMETER SPECIFICATIONS:-		QTY
	Infra red temperature range	-40 degrees Celsius -800 Degrees Celcius	2 Pc
	Infra red accuracy	<0 degrees Celsius + or - 1degree Celcius >0 degrees Celsius + or -1% or 1 degree Celsius whichever is greater.	

	Display resolution	0.1 Degree Celsius
	Infra red spectral response	8 micro metres to 14 micrometres
	Infra red response time	Less than 500 milliseconds
	Thermal type K input temperature range	-270 degrees Celsius to 1372 degrees Celsius
	Thermocouple type K input accuracy	-270 to -40 (1 degree Celsius+0.2 degrees /1 degree Celsius) -40 to 1372 + or -1% or 1 degree Celsius whichever is greater
	Distance to measurement spot size	50:1
	Laser sighting	Single point laser <1 mw output class 2 (II) operation 630nm to 670nm
	Minimum spot size	19mm
	Emissivity adjustment	By built in table of common materials or digitally adjustable from 0.1 to 1 by 0.01 (Quantity - 2)
	Data storage with date time stamp	99 points
	PC interface and cable	USB 2.0
	High/low alarms	Audible and two colour visual
	Min/Maximum. Average/Difference	Mandatory
	Display	Dot Matrix 98x96 pixels with function menus
	Backlight	At least two levels, normal and extra bright for darker environments.
	Trigger lock	Should have this capability
	Switchable Celsius/ Fahrenheit	Essential but not mandatory
	Power	Batteries and USB when used with PC
	Battery life	If used continuously: Laser and backlight at least 10 hours
	Operating Temperature	0 to 50 degrees Celsius
	Storage Temperature	At least 0 degrees Celsius to 50 Degrees Celsius
	Bead Thermocouple type K-Range	-40 to 260 degrees Celsius
	Bead Thermocouple type K-accuracy	Plus or minus 1.1 Degrees Celsius from 0 degrees Celsius to 260 degrees Celsius and should be within 1.1 degrees Celsius from -40 degrees Celsius to 0 degrees Celsius
	Accessories	
	1.	Hard carrying case
	2.	Software
	3.	USB cable

	4	K-type thermocouple bead probe	
	5.	User's manual	

SCHEDULE C: CONTACT VOLTAGE DETECTORS, GROUND RESISTANCE TESTERS, DIGITAL HIGH VOTAGE INSULATION TESTERS

ITEM NO.	DESCRIPTION		
CONTACT VOLTAGE DETECTORS SPECIFICATIONS:-			QTY
1	Low/medium voltage contact detector (6-690Vac)	Capable of performing polarity tests, phase/neutral identification, continuity tests and short circuit checks.	10
2	High voltage contact detector	Should be compact and light providing reliable voltage detection from 3.3kV to 33kV in conformity with IEC 61243	1
ITEM NO.	DESCRIPTION		
3	GROUND RESISTANCE (EARTHLOOP IMPEDANCE) TESTER SPECIFICATIONS:-		QTY
	2 Wire Non-tripping loop tester • 50 V to 440 V operation • 110 V centre-tap loop testing • CATIV installation testing • AUTO start - operation • 0.01 Ω resolution		3

ITEM NO.	DESCRIPTION		
4	DIGITAL HIGH VOLTAGE INSULATION TESTER SPECIFICATIONS		QTY
	Insulation Range, Analog	100 k Ω to 10 T Ω	1
	Insulation Range, Digital	10 k Ω to 10 T Ω	
	Test Voltages	250 V, 500 V, 1000 V, 2500 V, and 5000 V	
	User Defined Test Voltages	100 V to 1 kV in 10 V steps, 1 kV to 5 kV in 25 V steps	

Accuracy (23° C)	±5% to 1 TΩ, ±20% to 10 TΩ
Voltage Output Accuracy (0°C to 30°C)	+4% -0% ±10 V of nominal test voltage at 1 GΩ load or better.
Voltmeter Range	30 to 660 V ac or dc, 50/60 Hz
Short Circuit Current	3 mA nominal, max. power on all loads .
Insulation Alarm	100 kΩ to 1 GΩ
Current Measurement	Range: 0.01 nA to 6 mA Accuracy: ±5% ±0.2 nA at all voltages
Capacitance Range (above 500 V)	10 nF to 25 μF (dependent on measurement voltage); Accuracy (23°C): ±10% ±5 nF
Capacitor Charge	<3 s per μF at 3 mA to 5 kV
Capacitor Discharge	<250 ms/μF to discharge from 5000 V to 50V
Timer Range	Up to 99 minutes, 15 seconds minimum setting
Memory Capacity	5-1/2 hours continuous logging every 5 s. or 33 logged PI tests or 350 logged IR tests or better.
Industry-Standard Tests	IR, IR(t), DAR, PI, SV, DD, Ramp Test.
Interface	USB type B (device).
Real Time Output	USB, 1 reading/second (voltage, current and resistance)
Interference Rejection	1 mA per 250 V up to a maximum of 3 mA or better.
Guard Terminal	2% error guarding 500 kΩ leakage with 100 mΩ load
Voltage Input Range	85 to 265 V, 50/60 Hz, 60 VA
Ingress Protection	IP65 (lid closed); IP40 (lid open)
ACCESSORIES	
1.	Carrying case
2.	Power lead
3.	10 ft (3 m) leadset x 3,
4.	Medium insulated alligator clips
5.	USB cable
6.	User guide CD
7.	Any other accessory deemed useful for the adequate utilization of the equipment

SCHEDULE D: ANEMOMETERS AND MULTIMETERS

1. ANEMOMETER SPECIFICATIONS – QTY 4 PCS

The anemometers should include both wind speed and wind direction sensors. Components should stand up to Hurricane-force winds, and should be sensitive to light breezes. Bearings should be sealed and made of stainless steel - for long life. The range and accuracy specifications must have been verified in wind - tunnel tests.

Sensor Type	
Wind Speed	Solid state magnetic sensor
Wind Direction	Wind vane and potentiometer
Cable Length	12 metres
Cable Type	4-conductor, 26 AWG
Connector	Modular connector (RJ-11)
Recommended Maximum Cable Length	140' (42 m) Sensor to Console
Material	
Wind Vane and Control Head.	UV-resistant ABS
Wind Cups	Polycarbonate
Anemometer Arm.	Black-anodized aluminum
Dimensions	Reasonable (about 475mm long x 188mm high x 119mm wide)
Weight	Under 2Kg.
Console	
Range	
Wind Speed (large wind cups)	1 to 200 mph, 1 to 173 knots, 0.5 to 89 m/s, 1 to 322 km/h
Wind Direction	0° to 360° or 16 compass points
Wind Run.	0 to 1999.9 miles (1999.9 km)
Accuracy	
Wind Speed	at least ± 2 mph (2 kts, 3 km/h, 1 m/s) or $\pm 5\%$, whichever is greater
Wind Direction	$\pm 7^\circ$
Wind Run.	$\pm 5\%$
Resolution	
Wind Speed	1 mph (1 knot, 0.1 m/s, 1 km/hr)
Wind Direction	1° (0° to 355°), 22.5° between compass points
Wind Run.	0.1 m (0.1 km)
Measurement Timing	
Wind Speed Sample Period	2.25 seconds
Wind Speed Sample and Display Interval.	2.25 seconds (Monitor & Wizard)

Wind Direction Sample Interval	1 second (Monitor & Wizard)
Wind Direction Filter Time Constant (typical)	8 seconds (Monitor & Wizard)
Wind Direction Display Update Interval	2 seconds (Monitor & Wizard)
Wind Speed	should be average during archive interval
High Wind Speed	should be maximum during archive interval
Wind Direction.	Dominant wind direction during archive interval
Quantity Required 4 (FOUR)	

2. MULTIMETER SPECIFICATIONS – QTY 4 PCS

MULTIMETER SPECIFICATIONS	
DC, AC and AC+DC voltages	100 mV to 1,000 V
DC accuracy	0.03 %
AC and AC+DC bandwidth	100 kHz
DC, AC and AC+DC current	1000 μ A to 10 A /20 A (30 s max)
DC accuracy	0.01 %
Frequency	10 Hz to 5 MHz
Resistance	100 Ω to 100 M Ω
Diode test	Diode 0 -2.6 V < 1 mA + Zener Diode or LED 0-20 V < 11 mA
Capacitance	1 nF to 10 mF
Temperature PT100/1000	-200 $^{\circ}$ C to 800 $^{\circ}$ C
Temperature TK/TJ	-40 to +1,200 $^{\circ}$ C
OTHER FUNCTIONS	
Surveillance	SURV time/date-stamped MAX/MIN /AVG or PEAK \pm , on all the main positions
REL	Display of measured value and, on 3 secondary levels, the REF value, the difference expressed in the measurement unit and the difference in %
PWM filter	4th-order 300 Hz low-pass filter for measuring on variable speed drives of asynchronous motors
voutput clamp function for direct reading	Parameterizable Ax ratio
Secondary functions or measurements	3 measurements + main measurement
SPEC	Display of measurement tolerance: Smin, Smax
GRAPH	Trends of main measurements < 60 s + Zoom + Cursor
Central zero	Automatic trend bargraph
Measurement storage	At least 1000
GENERAL SPECIFICATIONS	
Type of display	Colour graphical display (70 x 52) with backlighting on 4 100,000-count displays
PC interfaces	USB optical connector or Bluetooth (option)

Power supply	Charger or 4 x AA batteries or Ni-MH batteries
Safety / EMC	Safety as per IEC 61010-1 1,000 V-CAT III /600 V CAT IV Safety as per IEC 61010-2-033
Environment	Storage: -20 °C to +70 °C – Operation: 0 °C to +40 °C
	Quantity Required 4 (FOUR)
Warranty	3 years
Accessories	1 bag, 4 NI-MH 2,400 mAh 1.5 V rechargeable batteries, 1 charger, 1 red straight/straight lead 1.5 m long, 1 black straight/straight lead 1.5 m long, 1 red CAT IV 1 kV test probe, 1 black CAT IV 1 kV test probe, 1 optical USB cable + software, 1 user's manual on CD and 1 remote programming manual and 1 start-up guide on paper.)

SECTION VII

PRICE SCHEDULE FOR GOODS

SCHEDULE A: HAND TOOLS

Item	Description	Brand & Origin	Unit	Qty	UNIT PRICE	TOTAL PRICE
1.	6- Piece VDE insulated screw driver set		Sets	5		
2.	20-piece screw driver set with carry case. Flared flat tip		Sets	5		
3.	6-piece slip stop screw driver set		Sets	5		
4.	6-piece torx screw driver set		Sets	5		
5.	6-piece Pozi driv set.		Sets	5		
6.	18-piece imperial/metric Allen key set		Sets	5		
7.	140 piece square drive hexagonal socket spanner set		Sets	2		
8.	4-piece cir clip plier tray		Sets	4		
9.	Professional electronic tool kit		Sets	5		
10	11-piece live working tool kit vde insulated with carry case		Sets	2		
11	12 piece metric flex head spanners sizes8-19		Sets	2		
12	11-piece small combination set spanners sizes 6-19 metric		Sets	5		

13	6-piece tubular wrench set sizes 6,8,10, 11,13, 17,19		Sets	5		
14	Centre punch medium size		Pcs	2		
15	Gasket cutter		Pcs	2		
16	Ratchet and clutch handles		Pcs	2		
17	52-piece metric socket spanner set chrome vanadium steel		Sets	2		
18	Hacksaw frame		Pcs	10		
19	Junior hacksaw frame		Pcs	10		
20	6 piece Needle file set with carry case		Sets	10		
21	5-piece file set bastard, second cut, smooth, half round, triangular all 10 inch		Sets	10		
22	1 lb ball pein hammers		Pcs	10		
23	Soft faced hammers		Pcs	10		
24	Mallet head hammers		Pcs	4		
25	Flexible Magnetic retrieving tools		Pcs	2		
26	Multi bearing puller kit with carry case comprising three pullers		Sets	2		
27	Plastic pipe shears capable of cutting plastics pipes of diameter up to 42mm		Pcs	2		
28	Electricians hip bag (canvas)		Pcs	10		
29	Aluminum series ladder for small jobs		Pcs	2		
30	Ribbon cable cutter		Pcs	2		

31	Self adjusting crimp tool for ferrules and end splices		Pcs	2		
32	Automatic wire stripper 6inch		Pcs	5		
33	18W soldering irons		Pcs	5		
34	25W soldering irons		Pcs	5		
35	Gloves for live line working		Prs	3		
36	Digital soldering stations		Pcs	1		
37	Soldering iron tip cleaner and stand		Pcs	2		
38	De-soldering pumps		Pcs	4		
39	Pocket spirit levels		Pcs	10		
40	Rechargeable hand lamps		Pcs	10		
41	General purpose electronics cutter		Pcs	10		
42	Heavy duty wire cutter with insulated handle length 205mm		Pcs	2		
43	Din standard pliers length 130mm		Pcs	10		
44	Long reach electronics pliers		Pcs	10		
45	Heavy duty ratchet action cable cutter		Pcs	2		
46	Insulated combination pliers 120mm		Pcs	10		
47	Insulated combination pliers 160mm		Pcs	10		
48	Insulated safety Boots (CATU)		Pairs	5		
49	Insulated combination pliers 200mm		Pcs	10		

50	Insulated Long reach snipe nose Engineers pliers medium size		Pcs	10		
51	Insulated Bent snipe nose side long reach pliers medium size		Pcs	10		
52	Insulated snipe nose side cutting pliers medium size		Pcs	10		
53	Insulated Wire twisting pliers medium size		Pcs	10		
54	Light duty electricians trimming knives 18mm		Pcs	10		
55	Insulated cable knives		Pcs	10		
56	Automatic flexible jaw wire strippers		Pcs	10		
57	Phase testers		Pcs	10		
58	Set of insulated ring spanners 6-19		Sets	5		
59	Set of insulated open ended spanners 6-19		Sets	5		
Sub-Total						
Discount (%) if any						
Add 16% VAT						
Other Charges e.g. registration fees, transport, etc						
Total Cost (DDP) to Olkaria Power Station						
Currency of tender						
Name of Manufacturer						
Delivery Period (months)						

TENDERER'S NAME: _____

TENDERER'S SIGNATURE & STAMP: _____

SCHEDULE B: TEST EQUIPMENT- THERMAL IMAGING (THERMOGRAPHIC) CAMERA, DC LOAD BANK AND INFRA RED THERMOMETER

No.	Description	Brand & Origin	Unit	Qty	Unit Price	Total Price
1.	Thermographic camera		Pc	1		
2.	DC load Bank		Pc	1		
3.	Infra Red Thermometer		Pc	2		
	Total Cost					
	Discount (%) if any					
	Add 16% VAT					
	Other Charges e.g. registration fees, transport, etc					
	Total Cost (DDP) to Olkaria Power Station					
	Currency of tender					
	Name of Manufacturer					
	Country of Origin					
	Delivery Period (months)					

TENDERER'S NAME: _____

TENDERER'S SIGNATURE & STAMP: _____

SCHEDULE C: CONTACT VOLTAGE DETECTORS, GROUND RESISTANCE TESTERS, DIGITAL HIGH VOTAGE INSULATION TESTERS

No.	Description	Brand & Origin	Unit	Qty	Unit Price	Total Price
1.	Contac Voltage Detector Low/Medium Voltage		Pc	10		
2.	Contac Voltage Detector HV 3.3kV to 33kV		Pc	1		
3.	Ground Resistance detectors		Pc	3		
4.	Digital High voltage resistance tester		Pc	1		
	Total Cost					
	Discount (%) if any					
	Add 16% VAT					
	Other Charges e.g. registration fees, transport, etc					
	Total Cost (DDP) to Olkaria Power Station					
	Currency of tender					
	Name of Manufacturer					
	Delivery Period (months)					

TENDERER'S NAME: _____

TENDERER'S SIGNATURE & STAMP: _____

SCHEDULE D: ANEMOMETERS AND MULTIMETERS

No.	Description	Brand & Origin	Unit	Qty	Unit Price	Total Price
1.	Anemometers		Pc	4		
2.	Multimeters		Pc	4		
	Total Cost					
	Discount (%) if any					
	Add 16% VAT					
	Other Charges e.g. registration fees, transport, etc					
	Total Cost (DDP) Olkaria Power Station					
	Currency of tender					
	Name of Manufacturer					
	Delivery Period (months)					

TENDERER'S NAME: _____

TENDERER'S SIGNATURE & STAMP: _____

**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 Assorted Tools, Test Equipment and Instruments for Olkaria Power Plants** 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 **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:
CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (*Full Names*) Direct / Mobile No's.....
Title Power of Attorney (**Yes / No**)
If **yes**, attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
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 this day of 2018.
In the capacity of

Duly authorized to sign Tender for and on behalf of

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

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

Full Names
.....
Signature
.....

Dated this day of 2018.
In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

a)

b)

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

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

In the capacity of

Dated this day of 2018.

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 2018

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 of2018.

Suppliers' / Company's Official Rubber Stamp

.....

8.3 TENDER SECURITY FORM

(To be on the Banks Letterhead)

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

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

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

To
[*name of Procuring entity*]

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

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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