



KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-GDD-025-2017

**TENDER FOR SUPPLY OF HEAVY DUTY SUBMERSIBLE
SLURRY PUMPS FOR KENGEN DRILLING RIGS**

(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 the **Supply of Heavy Duty Submersible Slurry Pumps for Drilling Rigs** 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;

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. 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-025-2018-TENDER FOR SUPPLY OF HEAVY DUTY SUBMERSIBLE SLURRY PUMPS FOR DRILLING RIGS AT GEOTHERMAL DEVELOPMENT DIVISION”** and addressed to:

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

On or before: **13th April 2018 at 10.00am**. Tenders will be opened on **13th April 2018 at 10.30am**. 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 KenGen'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 KenGen 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 KenGen, 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 KenGen 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 KenGen 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 **Five (5) days prior to the deadline for the submission of tenders**, prescribed by the KenGen. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have received the tender document.

2.5.2 KenGen 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, KenGen, 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, KenGen, 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 KenGen, 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.

2.10.5 The prices quoted in the Price Schedule shall be Delivered and Duty Paid (DDP) to Olkaria.

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 KenGen (*if applicable*); and
- (c) a clause-by-clause commentary on KenGen'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.

2.14 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.

2.15 Tender Security

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

2.15.2 The tender security shall be in the amount of **(specify)**.

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

2.15.4 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 KenGen.

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

2.15.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by KenGen as non-responsive, pursuant to paragraph 2.22

2.15.6 An 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 KenGen.

2.15.7 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

2.15.8 The tender security may be forfeited:

- (a) if a Tenderer withdraws its tender during the period of tender validity specified by KenGen 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 KenGen, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KenGen as non-responsive.

2.15.2 In exceptional circumstances, the KenGen may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender 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 KenGen 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, **13th April 2018 at 10.00am**”

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, KenGen 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 KenGen at the address specified under paragraph 2.17.2 no later than **13th April 2018 at 10.00am.**

2.18.2 KenGen 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 KenGen 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 KenGen 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 KenGen may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 KenGen 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 KenGen will open all tenders in the presence of Tenderers' representatives who choose to attend, at **13th April 2018 at 10.30am** 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 KenGen, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 KenGen 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 KenGen may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the Tenderer to influence KenGen in KenGen'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 KenGen will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 KenGen 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 KenGen 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. KenGen'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 KenGen 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, KenGen 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 KenGen 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 KenGen

2.26.1 Subject to paragraph 2.21 no Tenderer shall contact KenGen 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 KenGen 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, KenGen 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 KenGen 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 KenGen 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 KenGen will award the contract to the successful Tenderer(s) whose tender has been determined to be substantially responsive and has been determined

to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **KenGen's Right to Vary quantities**

2.27.5 KenGen 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) **KenGen's Right to accept or Reject any or All Tenders**

2.27.6 KenGen 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 KenGen's action.

2.28 Notification of Award

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

2.28.2 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, KenGen 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 KenGen notifies the successful Tenderer that its tender has been accepted, KenGen 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 KenGen.

2.30 Performance Security

2.30.1 Within **fifteen (15) days** of the receipt of notification of award from KenGen, 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 KenGen.

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 KenGen may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 KenGen 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 KenGen, 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 KenGen of the benefits of free and open competition;

2.31.2 KenGen 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	This Invitation for Tenders is OPEN NATIONAL to all tenderers eligible as described in the Invitation to Tender.
2.14.2	The tender security shall be in the amount of Kenya Shillings, One Hundred Thousand (Kshs. 100,000.00) or equivalent in a freely convertible currency.
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.
2.18.3	<i>Tender Closing Date:</i> 13th April 2018 at 10.00am <i>Tender Opening Date:</i> 13th April 2018 at 10.30am
2.24.4	<i>The following shall be the evaluation Criteria</i> <i>A) Mandatory Evaluation criteria:</i> <ul style="list-style-type: none"> • Duly completed tender form. • Duly completed price schedule. • All items in the schedule must be quoted to be considered responsive. • Manufacturer’s authorization letter. • Audited financial statements for the past two (2) years (2015 & 2016). • Evidence of incorporation i.e. Certificate of Incorporation/ Registration.

	<ul style="list-style-type: none"> • Duly filled and signed mandatory Confidential Business Questionnaire. • Tender Security in the amount of Kshs. 100,000.00. • The Tender validity period shall be 120 days from the date of tender closing. • Technical data sheets or catalogues showing conformity to the technical specifications. • 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. • Valid Tax Compliance Certificate issued by Revenue Authority. • Sequential pagination/serialization of all pages in the tender documents. • Delivery period <u>shall be within 4 Months</u> after signing the Contract. <p><i>B) Technical Evaluation criteria:</i></p> <ul style="list-style-type: none"> • Compliance to the technical specifications with documentary evidence (provide supporting datasheets and brochures) for the heavy duty submersible slurry pump and control panel must be provided. • Manufacturers guarantee attesting to the quality of the products offered. • Provide evidence of local agent or dealer of the brand offered for after sale services. • History of back up service • Liquid Ratio of 1:1 <p><i>C) Financial Evaluation criteria:</i></p> <ul style="list-style-type: none"> • Award shall be based on the total lowest evaluated bid.
2.27.7	<i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i>

- (The specified performance parameters will be tested after delivery to verify their accuracy.

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 KenGen 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 KenGen under the Contract.
- (d) “KenGen” 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 KenGen 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 KenGen's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KenGen 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 KenGen'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 KenGen and shall be returned (all copies) to KenGen on completion of the Tenderer's performance under the Contract if so required by KenGen.

3.6 Patent Rights

3.6.1 The Tenderer shall indemnify KenGen 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 KenGen'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 KenGen 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 KenGen 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 KenGen 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 KenGen, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by KenGen 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 KenGen or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KenGen 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 KenGen.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, KenGen 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 KenGen.

3.8.4 KenGen'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 KenGen 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 KenGen 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 KenGen 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 KenGen 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 KenGen's prior written consent

3.15 Subcontracts

3.15.1 The Tenderer shall notify KenGen 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 KenGen 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 KenGen

(b) if the Tenderer fails to perform any other obligation(s) under the Contract

(c) if the Tenderer, in the judgment of KenGen has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event KenGen 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 KenGen 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, KenGen 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 KenGen 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.
- 4.2 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
3.7.4	Warranty <p>The Supplier shall provide guarantees attesting to the quality of the Goods supplied. The Supplier shall guarantee that the Goods supplied under the Contract are new, unused and shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use</p>
3.8.4	Inspection and tests <p>All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya; Consignments arriving at Kenyan Ports without this document will be denied entry into the Country. Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.</p>

3.11.1	KenGen shall arrange for insurance of all imports with local underwriter against loss or damage from the point of origin to final destination.
3.12.1	<p>Payment Terms and Conditions</p> <p>KenGen’s payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.</p> <p>Payment shall be made through KenGen’s cheque or telegraphic transfer for the amount of contract. The terms shall be strictly Delivered and Duty Paid (DDP) to Olkaria.</p>
3.10.2	<p>Delivery period</p> <ul style="list-style-type: none"> • The Goods shall be delivered <u>within 4 months</u> from the date of contract award i.e. date of receipt of official order or signed contract.
3.14	<p>Prices</p> <ul style="list-style-type: none"> • 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

Notes

1. The goods to be supplied must be new and unused.
2. Relevant descriptive literature of the Goods showing conformity to the technical specifications **must** be provided with the bid. **Irrelevant literature downloaded from the Internet shall not be accepted.**
4. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
5. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
6. The tenderers are requested to present information along with their offers as follows: -
 - i) Shortest possible delivery period of each product.
 - ii) Information on proper representative and/or local workshop for back-up service/repair and maintenance etc, including their **names and addresses.**

1.7 General

1.7.1 Warranty

- (f) Twelve months comprehensive warranty from the date of delivery.

1.7.2 Mandatory submission of Technical Documents with the offer,

- (a) Manufacture's original technical literature for the Heavy Duty Submersible Slurry Pumps and control panels separately. The literature MUST include a cross-sectional diagram of the pump offered.

(b) Spare Parts catalogue for the Heavy Duty Submersible Slurry Pumps and control panels separately.

(c) Operation and Maintenance manuals for the Heavy Duty Submersible Slurry Pumps and control panels separately.

(d) Manufacturer's Authorization for Heavy Duty Submersible Slurry Pumps

(g) Technical literature for all the maintenance tools

1.7.4 Acceptance test for the Heavy Duty Submersible Slurry Pumps and panels shall be done by KenGen's technical experts.

1.9 The Heavy Duty Submersible Slurry Pumps and panels shall be supplied with a complete set of tools. The tools should consist of the following;

Datasheets should be provided for all tool items with the tenderer's proposed item highlighted with reference to the below list (i.e. Section V, 1.9(a))

a) 10- 36 mm metric combination spanners with 12 point (bi-hexagonal) ring

Forged from chrome vanadium steel, hardened, tempered and chrome plated for corrosion protection. They should be supplied with a storage pouch with pockets. Ring end offset at 15°. Jaw offset at 15°. The set should consist of at least 24 different sizes suitable for industrial/professional work. Sizes of each spanner should be stamped or forged on to each individual spanner. All the spanners should conform to DIN 3113 standard, or ASME B107.6, or an equivalent standard.

The set should include a minimum of the following sized spanners: 10 mm, 11 mm, 12 mm, 13 mm, 14 mm, 15 mm, 16 mm, 17 mm, 18 mm, 19 mm, 20 mm, 21 mm, 22 mm, 23 mm, 24 mm, 25 mm, 26 mm, 27 mm, 28 mm, 30mm, 32mm and 36mm

b) 10-36mm metric double open ended Spanner set

Forged from chrome vanadium steel, hardened, tempered, chrome plated, for corrosion protection. Open ends offset at 15°. The set should consist of at least 12 pieces and 24 different sizes. The set should be suitable for industrial/professional work. Sizes of each spanner should be stamped or forged

on to each individual spanner. All the spanners should conform to DIN 3110 standard or an equivalent standard.

The set should include a minimum of the following sized spanners: 10mm x 11mm, 12 mm x 13 mm, 14mm x 15 mm, 16mm x 17mm, 18mm x 19mm, 20mm x 22mm, 21mm x 23mm, 24mm x 27mm, 25mm x 28mm, 30mm x 32mm and 36mm

c) 10-36mm metric bi-hexagonal (12 point) deep offset ring spanner set

Long pattern forged from chrome vanadium steel, hardened, tempered, chrome plated for corrosion protection. The set should consist of at least 12 pieces and 24 different sizes. The set should be suitable for industrial/professional work. Sizes of each spanner should be stamped on to each individual spanner. All the spanners should conform to DIN 838 standards or an equivalent standard.

The set should include a minimum of the following sized spanners: 10mm x 11mm, 12 mm x 13 mm, 14mm x 15 mm, 16mm x 17mm, 18mm x 19mm, 20mm x 22mm, 21mm x 23mm, 24mm x 27mm, 25mm x 28mm, 30mm x 32mm and 36mm

d) Long Arm Imperial and Metric Allen Hex Key Set with Ball End

Should meet or exceed the following requirements:

- Should include a minimum of the following SAE/Imperial Sizes: INCH 0.050, 1/16, 5/64, 3/32, 7/64, 1/8, 9/64, 5/32, 3/16, 7/32, 1/4, 5/16, 3/8
- Should include a minimum of the following METRIC Sizes: 1.5mm, 2mm, 2.5mm, 3mm, 4mm, 5mm, 6mm, 8mm, 10mm
- Each hex key should feature one Flat hex end and one Ball-End to permit entry angles up to 25°
- All the hex keys should be made from heat treated, tempered, Alloy Steel providing High Strength and Resistance to Rotational Distortion
- Each key should have a black oxide finish
- The set should have a non-interference hinged holders to store and access keys or a pouch

e) Long Arm Torx Key Set

Should meet or exceed the following requirements:

- Should include a minimum of the following sizes: T-8, T-9, T-10, T-15, T-20, T-25, T-27, T-30, T-40
- Heat treated, tempered, Alloy Steel for high strength and resistance to rotational distortion

-Black oxide finish

-Non-Interference Hinged holder to store and access keys

f) General Purpose Screwdriver Set

Each screwdriver should be made from hardened chrome vanadium molybdenum steel (SVCM) with satin chrome plated blades and sand blasted tips. The handle should be made from a soft grip polymer and color coded to facilitate easy identification of the screwdrivers. The set should feature no less than 20 screw drivers. The set should feature the following screw driver types and sizes:

- i) The set should consist of at least six (6) plain slot screwdrivers with blade tip width ranging from 3mm to 8mm, and screwdriver shafts ranging from 75mm to 150 mm.
- ii) The set should consist of at least three (3) Phillips (cross) screwdrivers: PH1, PH2 and PH3
- iii) The set should consist of at least three (3) Pozidriv screwdrivers: PZ1, PZ2 and PZ3
- iv) The set should consist of at least six (6) torx-star (TX-star) screwdrivers: T6, T8, T10, T15, T20 and T25
- v) The set should consist of at least one (1) plain slot/phillips angle screwdriver of hybrid z screwdriver
- vi) Four way Plain and slot screwdriver disc

The set should be supplied with a storage case able to hold the entire screwdriver set.

g) Internal and external circlip plier set

Professional quality circlip plier set consisting of

- 180mm internal straight circlip plier
- 170mm internal circlip plier with 90 degree angled tip
- 180mm external straight circlip plier
- 170mm external circlip plier with 90 degree angled tip
- Canvas storage roll bag or case

h) ½ inch Square drive fine toothed quick release soft grip reversible ratchet

Professional grade. Manufactured from chrome vanadium steel, hardened and chrome plated for corrosion protection. 72 tooth ratchet mechanism (minimum). 270 mm length or longer.

i) ½ inch Square drive extra-long soft grip reversible quick release ratchet

48 tooth ratchet mechanism (minimum). Quick release feature. 385mm length or longer.

j) ½ inch Square drive 1000mm flexible handle

Manufactured from chrome vanadium steel, hardened, tempered and chrome plated. Chrome molybdenum hinged joint head for high torque.

k) Plier set

Should include:

- | | |
|-------------------------------------|-------------------------------------|
| 1. 8” Slip Joint Pliers | 3. 8” Linesman (combination) pliers |
| 2. 7” Diagonal (side cutter) pliers | 4. 8” Long Nose Pliers |

Each plier should have a durable soft grip handle

l) Adjustable spanner set

Crescent type adjustable spanners manufactured from carbon steel hardened, tempered with micro nickel finish. Each adjustable spanner should feature a metric scale on its head. Each adjustable spanner should have a soft grip handle. The set should consist of a minimum of three adjustable spanners with a length of 150mm, 200 mm, and 250 mm respectively.

m) Lockable professional grade steel drawer tool chest

The tool chest should have at least 8 drawers. The entire tool chest should be manufactured from heavy duty steel sheets, powder coated, and cured in red. All drawers should be fitted with EVA foam or equivalent padding to protect the tools. Each drawer should seat on ball bearing runners to facilitate smoother operation of the drawer, and longevity. The tool chest should feature a secure locking system that locks all drawers from a single lock, and be supplied with two keys. The tool chest should feature 5 drawers with dimension of 590 mm (length) by 370 mm (width) by 80 mm (height) or any other 5 drawer arrangement, 2 drawers with dimension of 270 mm (length) by 370 mm (width) by 125 mm (height), and 1 drawer with dimension of 270 mm (length) by 370 mm (width) by 150 mm (height) or any arrangement with equivalent storage volume. The dimensions for the entire tool chest should not exceed 1015 mm by 405 mm by 550 mm.

n) Dial gauge

Standard Type, 0.01mm Resolution- Standard 0.01mm graduation dial gauges having a bezel with an outside diameter of 57mm. should have limit markers and a bezel clamp as standard. The bezel clamp and lifting lever (optional) can be attached to either the right or left side. The stem spindle should be made of high-

strength quench-hardened stainless steel suitable for heavy-duty use with a carbide contact point. The grand gear is made of stainless steel with high resistance to wear and deformation. Dial reading of $\pm 0-100$, measuring force of 2.5N or less range (range/rev) of 10mm (1mm)

o) Ring slogging spanner 36 mm

Flat pattern spanners with striking end. Forged from good quality carbon steel, hardened, tempered with black phosphate finish

5.1 PARTICULARS

HEAVY DUTY SUBMERSIBLE SLURRY PUMP

TECHNICAL SPECIFICATIONS

A heavy duty submersible slurry pump able to pump at least 150cubic meters of fluids to a head of up to 35m(3.5bar) and submergence depth of at least 25m

Applications

The heavy duty submersible slurry pump should be an industrial pump capable of handling Magnetite Mixing, being used in the Mining Industry, Dredging, Slag Mills, Fly Ash or Thickener Drainages

1. FEEDTHROUGHS – enable simple cable connection without exposing the motor enclosure to the environment
2. MOTOR HOUSING – Must utilize the pumped media to assist in dissipating heat build-up in the motor windings, permitting continuous operation during snore or non-submergence conditions.
3. 30kW, 1450 RPM, 50Hz, 3phase motor, 380V-415V
4. MOTOR ENCLOSURE – should be a Non-flame proof 100 mm pump, oil filled to assist with heat dissipation, lubrication of bearings and mechanical seal faces.
5. CASING-pump must have a twin volute casing to improve load balancing and reduce vibration.
6. CABLE –at least 30m heavy duty, notch resistant, armored trailing cable, IP 68 Cable glands seals rating.
7. Pump should be able to handle temperature fluids of up to 90degrees C
8. BEARINGS – should be generously oversized to give extended life when pumping high specific gravity slurries
9. EXTERNAL AGITATOR – the pump must have an external agitator to break down and re-suspend compacted solids, assisting the pump to transfer a high percentage of solids rather than surface water
10.IMPELLER CLEARANCE – the pump should be able to handle solids of up to 30mm
11.Construction should be designed to balance all the opposing hydraulic forces in the pump casing, optimizing the life of the cantilevered shaft and its components.
Hose pipes Each pump should be supplied with Appropriately sized High pressure textile reinforced rubber hose pipes capable of withstanding abrasion and pressures of up to 16bar and of a continuous length of at least 20m

Control panel

1. Should be automatic with level control, a safety delay to reduce the number of starts, an Overload protection, Load indicator, Audible and visual alarms, Phase failure relay, Phase sequence relay, Automatic control relay, Load emergency stop status indication facilities and isolators
2. IP 65 standard panel for outdoor use with a lockable isolator.
3. The pump should have a provision for manual operation

Warranty- at least one year warranty

SECTION VI:

SCHEDULE OF REQUIREMENTS

No	DESCRIPTION	Brand & Country of Origin	UNIT	QTY
		(must indicated by the bidder)		
1.	Heavy duty submersible slurry pump should be able to pump at least 150cubic meters of fluids to a head of up to 35m and solids of up to 30mm complete with at least at least 30m heavy duty, notch resistant, armored trailing cable		Pc	6
2.	Control panels as per specification		Pc	6
3.	At least 20m appropriately sized, continuous length , textile rubber reinforced heavy duty hose pipe		Pc	6
4.	Wet end spares Kit complete with impeller, wear plate, inducer/agitator, shaft sleeve, lock nut, spacers, fasteners and all tools, lubricants and step by step guide for maintenance		Set	6
5.	Appropriate pump mechanical seals for the pump offered		Set	15
6.	10- 36 mm metric combination spanners with 12 point (bi-hexagonal) ring		Set	6
7.	10-36mm metric double open ended Spanner set		Set	6
8.	10-36mm metric bi-hexagonal (12 point) deep offset ring spanner set		Set	6
9.	Long Arm Imperial and Metric Allen Hex Key Set with Ball End		Set	6
10.	Long Arm Torx Key Set		Set	6
11.	General Purpose Screwdriver Set		Set	6
12.	Internal and external circlip plier set		Set	6
13.	½ inch Square drive fine toothed quick release soft grip reversible ratchet		Set	6
14.	½ inch Square drive extra-long soft grip reversible quick release ratchet		Set	6
15.	½ inch Square drive 1000mm flexible handle		Set	6
16.	Plier set		Set	6

17.	Adjustable spanner set		Set	6
18.	Lockable professional grade steel drawer tool chest		Pc	2
19.	Dial gauge complete with stand		Pc	6
20.	Ring slogging spanner 36 mm		Pc	3

SECTION VII:

PRICE SCHEDULE FOR GOODS

No.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1.	Heavy Duty Submersible Slurry Pump able to pump at least 150cubic meters of fluids to a head of up to 35m and solids of up to 30mm complete with at least at least 30m heavy duty, notch resistant, armored trailing cable	Pc	6		
2.	Control panels as per specification	Pc	6		
3.	At least 20m appropriately sized, continuous length , textile rubber reinforced heavy duty hose pipe	Pc	6		
4.	Wet end spares Kit complete with impeller, wear plate, inducer/agitator, shaft sleeve, lock nut, spacers, fasteners and all tools, lubricants and step by step guide for maintenance	Set	6		
5.	Appropriate pump mechanical seals for the pump offered	Set	15		
6.	10- 36 mm metric combination spanners with 12 point (bi-hexagonal) ring	Set	6		
7.	10-36mm metric double open ended Spanner set	Set	6		
8.	10-36mm metric bi-hexagonal (12 point) deep offset ring spanner set	Set	6		
9.	Long Arm Imperial and Metric Allen Hex Key Set with Ball End	Set	6		
10.	Long Arm Torx Key Set	Set	6		
11.	General Purpose Screwdriver Set	Set	6		
12.	Internal and external circlip plier set	Set	6		
13.	½ inch Square drive fine toothed quick release soft grip reversible ratchet	Set	6		
14.	½ inch Square drive extra-long soft grip reversible quick release ratchet	Set	6		

15.	½ inch Square drive 1000mm flexible handle	Set	6		
16.	Plier set	Set	6		
17.	Adjustable spanner set	Set	6		
18.	Lockable professional grade steel drawer tool chest	Pc	2		
19.	Dial gauge complete with stand	Pc	6		
20.	Ring slogging spanner 36 mm	Pc	3		
SUB-TOTAL					
Discount (%) offered to be indicated					
Other Charges e.g. transport, handling,etc					
Add 16% VAT					
TOTAL COST Delivery Duty Paid (DDP) to Olkaria Rig Store					
Currency of Tender					
Delivery period (in weeks)					

**SECTION VIII:
STANDARD FORMS**

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of KenGen]

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 *(KenGen)*.

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 (**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 thisday 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 thisday 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 thisday 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 thisday 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 thisday 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 KenGen”) 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 KenGen 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 KenGen up to the above amount upon receipt of its first written demand, without KenGen having to substantiate its demand, provided that in its demand KenGen 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**] 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) KenGen's Notification of Award and Tenderer's Acceptance
 - (g) Applicable addenda and clarifications
3. In consideration of the payments to be made by KenGen to the Tenderer as hereinafter
mentioned, the Tenderer hereby covenants with KenGen to provide the goods and to
remedy defects therein in conformity in all respects with the provisions of the Contract
4. KenGen 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 KenGen

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 KenGen]

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 KenGen]

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.