KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN- HYD-04-2018

TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FOUR (4) 30 METER HIGH MAST LIGHTING SYSTEM FOR KINDARUMA AND KAMBURU POWER STATIONS

(*EXCLUSIVE TO REGISTERED ENTITIES OF PERSONS WITH DISABILITIES***)**

Kenya Electricity Generating Company Limited
Stima Plaza, Phase 3 Kolobot Road, Parklands
P.O. Box 47936 - 00100
NAIROBI
Website: www.kengen.co.ke

February, 2018

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INVITATION TO TENDER

The Company invites sealed National open tenders from eligible candidates to **tender for supply, installation, testing and commissioning of four (4) 30 meter high mast lighting system for kindaruma and kamburu 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; jtheuri@kengen.co.ke

Where the tender document may be collected upon payment of a non-refundable fee of **KShs.1, 000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke and www.suppliers.treasury.go.ke. Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. 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 tender securing Declaration form in the format specified in the tender documents and must be submitted in a plain sealed envelope and marked "**KGN-HYD-04-2018-TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FOUR (4) 30 METER HIGH MAST LIGHTING SYSTEM FOR KINDARUMA AND KAMBURU POWER STATIONS**" and addressed to:

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

Mandatory site visit on 6th March 2018 at 10.00 a.m. at Kindaruma & kamburu Power station. On or before: **27th March 2018 at 2.00 p.m.** Tenders will be opened on ***27th March 2018 at 2.30 p.m.*** in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, and 7th Floor. The company reserves the right to vary the quantities.

N/B: *KenGen adheres to high standards of integrity in its business operations.*
Report any unethical behavior immediately to the provided anonymous hotline service.
1) Call Toll Free: 0800722626
2) Free Fax: 00800 007788
3) Email: kengen@tip-offs.com
4) Website: ***www.tip-offs.com***

SUPPLY CHAIN DIRECTOR

SECTION B: INSTRUCTIONS TO TENDERERS.

INTRODUCTION

1. Eligible Tenderers

1.1 Kenya Electricity Generating Company Limited invites sealed Tenders from eligible Registered Entities of Persons with Disabilities group contractors
Successful tenderers shall complete the ***Tender for Supply, Installation, Testing and Commissioning of four(4) 30 meter high mast lighting system for Kindaruma and Kamburu Power Stations*** by the intended date specified in the tender documents.

1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

2.1 All goods to be supplied under the contract shall have their origin in eligible source countries

2.2 For purposes of this clause, "origin" means the place where 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.

2.3 The origin of goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Electricity Generating Company Limited, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4 Contents

4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
(i) Invitation for Tenders
(ii) General information
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of Requirements & Technical Specifications
(vi) Tender Form and Price Schedules
(vii) Tender Securing Declaration Form
(viii) Contract Form
(ix) Performance Security Form
(xi) Manufacturer's Authorization Form

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 tenderer's risk and may result in the rejection of its tender.

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than **five (5)** days prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entity response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

6. Amendment of Documents
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.

6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

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.

PREPARATION OF TENDERS

Language of Tender
7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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.

8. Document Comprising the Tender
8.1 The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below

(b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

© documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

9. Tender Form
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.

10. Tender Prices
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.

10.2 Prices indicated on the price Schedule shall be entered separately in the following manner:

(i) The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable.

(ii) Charges for inland transportation, insurance, and other local costs incidental to delivery of the good to their final destination.

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 22.

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies:

(a) For goods that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and

(b) For goods that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12. **Tenderers Eligibility and Qualifications.**

12.1 Pursuant to paragraph 1 of this section, 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.

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 1 of this section.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish 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.

13. **Goods' Eligibility and Conformity to Tender Document.**

13.1 Pursuant paragraph 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.

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 a certificate of origin issued at the time of shipment.

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

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

(c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14. Tender Security - Not applicable

15. Validity of Tenders

15.1 Tenders shall remain valid for **90 days** or as specified in the tender documents after date of tender opening prescribed by the Kenya Electricity Generating Company Limited, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive. 8

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. A tenderer granting the request will not be required nor permitted to modify its tender.

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

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.

17.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the following address:

Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company Limited
10th Floor, KenGen Pension Plaza 2,
Kolobot Road, Parklands,
P O Box 47936 - 00100.
NAIROBI, KENYA.

(b) Bear, **TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 30 METER HIGH MAST LIGHTING SYSTEM FOR KINDARUMA AND KAMBURU POWER STATIONS.** THE Invitation for tenders (IFT), and the words: **"DO NOT OPEN BEFORE 27th March 2018 at 2.00 p.m.**

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".

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 not later than **27th March 2018 at 2.00 p.m.**

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 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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 prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and

dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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.

OPENING AND EVALUATION OF TENDERS

20. Opening of Tenders

20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **27th March 2018 at 2.30 p.m.**
The tenderers' representatives who are present shall sign a register evidencing their attendance.

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 Kenya Electricity Generating Company Limited, at its discretion, may consider appropriate, will be announced at the opening.

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

21. Clarification of Tenders

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.

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.

22. Preliminary Examination (Pass/Fail)

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.

22.2 Price read during the opening remain absolute and no arithmetical errors will be rectified.

22.3 **Criteria for Preliminary Evaluation**

The evaluation criteria will include compliance to the mandatory preliminary requirements as follows**:**

(i) Duly filled and signed tender form with Tender validity period of at least **120 days** from opening date
(ii) Duly filled and signed tender Securing declaration form.
(iii) Tenderer's eligibility and qualifications as given under paragraphs 12
(iv) Completely fill the Annexure A (page 20 of 43) which contains the technical datasheet of the high mast lighting systems – *An incompletely filled datasheet shall be considered non-responsive and thus the bid shall be rejected.*
(v) The tenderer must have conducted a site visit for his eligibility to tender. *Attach signed and stamped copy of site attendance certificate.*
(vi) Attach a copy of Valid Local Authority / Trade License (for local suppliers)
(vii) Attach a copy of Certificate of incorporation.
(viii) The tenderer must attach a duly filled mandatory confidential business questionnaire.
(ix) Attach copy of a valid tax compliance certificate

(x) Attach copy of NCA Class 8 certificate and above from the ministry of works
(xi) Sequential pagination of all pages in the tender document.-sec 74.1.i. of PPADA.
(xii) No correction of Arithmetic error whatsoever and those deemed as major deviation shall result to disqualification-sec.82 of PPAD and Sec.88-90 of the draft Regulation.
(xiii) Tender closure Tenders shall be delivered to the Employer at the address specified above not later than **27th March 2018 at 2.00 p.m.**
And Opening Date: 27th March 2018 at 2.30 p.m.

22.4 Technical Evaluation
The bidders which passes preliminary evaluation shall qualify for technical evaluation. Technical evaluation shall establish the ability of the bidder to deliver the scope of the tender as spelt out in **section E** of this tender document. The criteria for technical evaluation of the bids shall include:

No.	specifications	Pass /fail
1	Design calculation, drawings and details for the foundation (and related civil works) as specified in section E – *submit detailed design calculations, drawings and details*	
2	Suitability of the high mast, lowering device and lantern carriage offered – *submit drawings clearly showing the dimensions of the product offered.*	
3	Compliance to specifications on LED lamps, Aviation warning lights, Luminaires, photocell – *submit brochures (including photometric data) on all lighting and lighting control materials offered*	
4	Design of lightning arresters and ground system – *Submit preliminary drawings on the circuit to be installed.*	
5	Warranty period of not less than 12 months on all the materials and works supplied against any defects/malfunction arising out of manufacture, design and workmanship.	
6	Delivery period of not more than 12 months from the date of the contract signing.	
7	Evidence of similar works done at list 3 contracts, attached evidence	
8	Insurance of the site and works (if awarded contract)	
9	*Spare parts and after sales service facilities.* Tenderers must offer items with service and spares parts back-up. Documentary evidence and locations of such back- up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back-up for items supplied	

22.5-Financial Evaluation.
The lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

22.6- Due Diligence.
KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.

24. Contacting the Procuring entity
24.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

24.2 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.

AWARD OF CONTRACT

25. Post-qualification
25.1 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.

25.2 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 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

25.3 An affirmative 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.

26. Award Criteria
26.1 Subject to paragraph 10,23 and 28 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.

26.2 The tender has two lots: Lot I for Kindaruma Power Station and Lot II for Kamburu Power Station. Each lot shall be evaluated separately. A successful bidder may win either lot (I or II) or both subject to their competitiveness for each lot. Successful bidder(s) shall be awarded the lot(s) that they have been evaluated as the lowest evaluated bidder.

29. Notification of Award
29.1 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.

29.2 The notification of award will constitute the formation of the Contract.

30. Signing of Contract
30.1 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.

30.2 Within fifteen (15) days of receipt of contract form, the successful tenders shall sign and date the contract and return it to the preparing entity.

31. Performance Security
31.1 Within fifteen (15) days of the receipt of notification of award from 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.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

32. Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

(a) Defines, for the purposes of this provision, the terms set forth below 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;

(b) 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;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION C: GENERAL CONDITIONS OF CONTRACT

1. Definitions
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.

2. Application
2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3. Country of Origin
3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.
3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards
4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the General Conditions.

5. Use of Contract Documents and Information
5.1 The Candidate shall not, without the Procuring entity'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 the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 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.

6. Patent Rights
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.

7. Performance Security
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.

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

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 Procuring entity, in the form provided in the tender documents.

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.

8. Inspection and Tests

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.

8.2 The inspections and tests may be conducted on 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.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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 Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

8.6 Certificate of conformity

8.6.1 All consignments subject to **Pre-Export Verification of Conformity (PVoC)** to Standards Programme must obtain a **Certificate of Conformity (CoC)** issued by **PVvoC 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.**

8.6.2 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 (ie exporter) to demonstrate the same and hence **meet any associated costs of verification.**

9. Packing

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.

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.

10. Delivery and Documents

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

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

12. Payment
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.
12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

13. Prices
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.

14. Assignment
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.

15. Subcontracts
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.

16. Termination for Default
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.
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, Goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar Goods.

17. Liquidated Damages
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 goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes
18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
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.

19. Language and Law

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.

20. Force Majeure

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.

SECTION D: SPECIAL CONDITIONS OF CONTRACT

1. Definitions

(a) "Works" means Supply, installation, testing and commissioning of 3N0. 30 meter high mast lighting for Kindaruma and Kamburu Power Stations.
(b) The "Procuring entity" is Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936 - 00100 GPO, and Nairobi. Kenya and includes the Purchaser's legal representatives successors or assigns.

2. Applications

2.1 The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

7. Performance Security

7.1 The Performance Security shall be in the amount of 1% of the total Contract Price.

7.2 The Procuring Entity shall not be required to demonstrate the loss it has suffered.

7.3 Performance Security shall be valid for a minimum of **60** days after shipment in case of Foreign Suppliers and a minimum of **30** days after delivery in case of Local Suppliers.

7.4 Performance Security for Foreign Suppliers shall be discharged by the Procuring Entity and returned to the Suppliers not earlier than 60 days after the date of shipment. For Local Suppliers it shall be discharged after proof of satisfactory delivery and acceptance of the goods under the contract.

4. Delivery Period

4.1 Delivery shall be as and when required in accordance to specific purchase orders to be placed from time to time.
4.2 The preferred delivery period shall be not more than **12 months from date of contract signing.** The schedule of requirements table has columns for bidders to indicate the best delivery period for each of the items. This a **mandatory requirement** and kindly indicate this in your response

12. Payment Terms & Conditions

The credit period shall be:- 30 day after receipt of invoice

Strictly Delivered and Duty Paid (**DDP**), to KenGen's Kindaruma and Kindaruma Power Stations.

Advance Payment - not applicable

18. Resolution of Disputes

Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.

SECTION E: TECHNICAL SPECIFICATIONS

GENERAL:
These specifications describe the requirements for goods and services to be supplied under the "**Tender for supply, installation, testing and commissioning of 30 meter high mast lighting system for Kindaruma and Kamburu power stations."**

The tender shall be in two lots described as follows:
Lot I
This shall comprise of the scope to be delivered to **Kindaruma Power Station.** Two masts shall be installed at Kindaruma Power Station as follows:

1. One mast shall be installed at Kenyatta Camp.
2. One mast shall be installed at Kindaruma Power Station.

Lot II
This shall comprise of the scope to be delivered to **Kamburu Power Station.** Two masts shall be installed at Kamburu Power Station as follows:

1. One mast shall be installed near the Main building of the power station.
2. One mast shall be installed near the Social Hall at Kamburu Staff Camp.

SCOPE
The scope of this tender, for each lot, shall include:

1. Supply, installation, testing and commissioning of high masts as specified in Annex A of this document.
2. Supply of power supply cable from the power supply point – as indicated by the client - to the pillar feeder. During the site visit, the client will indicate the point of power supply for the mast. The bidder shall include the following as part of his scope: digging of a two-feet deep trench, laying of the cable, supply and laying of DANGER-HATARI slabs, back-filling of the trenches, termination of the cable at both ends and other materials that may be required for acceptable quality of works.
3. Supply of spares as per the indicated list.
4. Any other works necessary to complete works defined in this scope.

DESCRIPTION
This work consists of furnishing, installing, testing and commissioning 4 complete high-mast lighting systems comprised of foundations, high-mast steel lighting standards with mast head assembly and lowering device, an electrical control and distribution system, and all incidentals for high-mast lighting in accordance with these specifications and in conformity with the details, grades, and locations shown on the plans or established.

The proposed positions of the masts will be shown during the **mandatory site visit**.

MATERIALS
The Contractor **MUST** submit information on a complete list of all the high mast lighting equipment and materials which the Contractor intends to install. This list shall include, but is not limited to, the following:

1) Light standards, anchor bolts and grounding system;
2) Lowering device;
3) Luminaire mountings including aiming diagrams;
4) Luminaires, lamps, ballasts and shielding;
5) Aviation warning lights;

6) Cables, splicing and termination devices;
7) Conduits, conduit bends and splices, and electrical bushings;
8) Fuse holders, fuses and cable disconnect devices;
9) Lighting Control Center including enclosure, breakers, switches, conductors, relays, lightning arresters and ground system;
10) Wiring and connection diagrams of all cabinets, circuits, luminaires, and controls;
11) Pull boxes and splice boxes;
12) Secondary Service Pedestals;
13) Concrete Foundation Pads.

The Contractor shall furnish copies of all certificates of compliance supplied by the manufacturer of the equipment. This equipment includes, but is not limited to, the following:

(1) Luminaire support and lowering system
(2) High-mast light standards
(3) Electrical conductors and cable
(4) Circuit breakers
(5) Photoelectric cells
(6) Luminaires, lamps, ballasts and shielding
(7) Aviation warning lights
(8) Grounding system (10 ohms or less)
(9) Splice and pull boxes
(10) Anchor bolts
(11) Luminaire photometric data in IESNA format

ANNEXURE - A
TECHNICAL DATA SHEET FOR 30 MTR HIGH MAST WITH INTGERAL POWER TOOL AND COMPONENTS SUITABLE FOR ENERGY EFFICIENT LUMINARIES.
Design, manufacturing, testing, inspection, packing, supply & delivery, installation, erection and commissioning of 4Nos of 30 meter HIGH MAST lighting system complete in all respect, including the Civil works, foundations for installation of HIGH MAST and its associated items.
(Detail specification & scope of work given in annexure -A&B respectively).

Bidder should provide clause to clause response on the requirements by filling the table below;

A. SUPPLY PART:	**BIDDER'S RESPONSE/OFFER**
1) HIGH MAST SYSTEM:	
1.1. Height of MAST: 30 Meters.	
1.2. No. of sections: Three sections.	
1.3. Material of construction: BS-EN10025, S-355 OR EQUIVALENT	
1.4. Grade Fe 410WA as per IS 2062 or equivalent	
1.5. Thickness of sections: Top: 4Mm, Middle: 4 mm, Bottom: 6 mm	
1.6. No. of longitudinal welds/section: one	
1.7. No. of circumferential welds/section: None	
1.8. Cross section of Mast: 20 sided polygon	
1.9. Length of Individual sections: Top: 9440 mm	
1.10. Middle: 10980 mm	
1.11. Bottom: 10980 mm	
1.12. Base diameter and top diameter: Top diameter: 150mm	
1.13. Bottom diameter: 610mm	
1.14. Type of joints: stress fit at site.	
1.15. Length of overlap: top: 600mm, bottom: 800mm	
1.16. Metal protection: Hot dipped galvanized (inside & outside as per BSEN ISO1461.	
1.17. Method of hot dipping: single dipping	
1.18. Average thickness of galvanization: 85 micron (Bottom), 65 micron (top & middle)	
1.19. Maximum weight: 1400kgs.	
1.20. Base plate thickness: 10mm	
1.21. Lightning protection: GI single spike of length 1200mm	
All dimensions are approximate. Accurate and minor deviation can be allowed as per manufacturers design requirement.	
Mast structure is continuously tapered of polygonal	

cross section presenting Good visual appearances	
2. DYNAMIC LOADING AS PREVAILING AT SITE	
2.1. Maximum wind speed: as per IS 875 part 3	
2.2. Maximum, gust speed time: 3 seconds	
2.3. Height above ground level these two factors are measured: 10 meters.	
2.4. Factor of safety for wind load: 1.25	
2.5. Factor of safety for other load: 1.15	
3. FOUNDATION DETAILS:	
3.1. Type of foundation: open raft shallow footing	
3.2. Design safety factor: As per IS -456	
3.3. Considered wind pressure (kg/mt2): As per IS -875-1987	
3.4. Depth of foundation: Minimum 1.5 meter below FGL	
3.5. Number of foundation bolts: 12 nos.	
3.6. PCD of foundation bolts: 740 mm	
3.7. Bolt diameter: 30 mm	
4. LANTERN CARRIAGE:	
4.1. Material of construction: 50 NB ERW Class B-M S pipe.	
4.2. Diameter of carriage ring (mm): 710 mm (ID)/2200mm (OD)	
4.3. Construction: 8 arm / to suit lts design	
4.4. Number of joints: 2	
4.5. Buffer between carriage & masts: PVC sleeve on carriage.	
4.6. Load carrying capacity: 750 kgs. (including carriage)	
4.7. Number of fittings: maximum 16 nos. symmetrically.	
4.8. Type of fittings/ fixture:	
1) 09 x 400W LED flood lights	
2) Two (2) Nos. single dome or one (1) No. twin	

dome aviation obstruction light shall be provided with suitable lamps.	
5. CABLE:	
5.1. Type: Trailing cable	
5.2. Material: Copper conductor, EPR insulated and PCP sheathed.	
5.3. Conductor size: 2.5 sq.mm	
5.4. No. of cores: 8	
5.5. No. of circuits: one.	
6. WINCH:	
6.1. Number of drums: double drum type	
6.2. Gear ratio: 53:1	
6.3. Capacity: 750 kgs.	
6.4. Method of operation: manual and electrical	
6.5. Lubrication arrangement: permanent oil bath	
7. STAINLESS STEEL WIRE ROPE:	
7.1. GRADE: AISI 316(non-corrosive marine type)	
7.2. Number of ropes: 2 continuous ropes	
7.3. Construction: 7/19	
7.4. Centre core material: stainless steel core	
7.5. Diameter: 6mm	
7.6. Braking load capacity: minimum 2400 kgs x 2	
7.7. Factor of safety: > 5 for system at full load.	
8. WINCH DRIVING POWER TOOL:	
8.1. Model: integral	
8.2. Input supply: 3 phase, 415 V AC	
8.3. Operating speed: 1.5 to 1.8 metres/minute.	
9. WINCH DRIVING TORQUE LIMITER:	
9.1. Lifting capacity: upto 750 kgs.	
9.2. Adjustable / Non Adjustable: Adjustable	

9.4. Note: (Quotation should be as per the specifications mentioned above. However, in extreme case, minor deviations in dimensions can be allowed for all supply part considering manufacturer's design constraints only.)	
B: ERECTION PART:	
1. Erection of suitable shallow foundation with 1:2:4 concrete for the high mast considering the safe soil bearing capacity at site as 9Ton/sq metre at 2 metre depth.	
2. Erection of the high mast with the help of suitable equipment and wiring of luminaries with supply of wiring materials.	
3. Erection of panel on suitable foundation.	
C. TESTING & COMMISSIONING:	
1. Testing & commissioning of the high mast lighting system shall be as specified on page 38 of 48 of this tender document.	
2. Guarantee period shall be minimum one year from the date of commissioning.	
3. Material will be acceptable only after successful erection, testing & commissioning of high mast.	

ANNEXURE -B	
DETAIL TECHNICAL SPECIFICATION FOR 30m HIGH MAST LIGHTING SYSTEM.	
SCOPE OF WORK:	
The scope of works includes manufacturing, transportation, supply, installation, testing and commissioning of 30 metres high mast lighting system(complete in all respects)- 2Nos for Kindaruma Power Station and 2 Nos for Kamburu Power Station - having Raising and Lowering facility of both electrical and manual operation, including design & construction of proper foundation for the same.	
Foundation design, drawing & details will be submitted by the Tenderer along with the offer. The owner will only provide the supply point and the tenderer will supply the feeder cable of the required size, up to the bottom of the high mast.	
All items required for the safe and efficient operation and maintenance of the lighting system, including the high mast, whether explicitly stated in the following pages or not, **shall be under the scope of the contractor**.	
APPLICABLE STANDARDS:	
The following shall be the Reference Standards for the loading of the High mast:	
Code No. Title	
a). I.S.875 (Part III) 1987. Code and practice for design loads for Structures.	
b). BSEN 10025/DIN 17100. Grades of MS. Plates.	
c). BS. 5135/AWS. Welding.	
d). BS.ISO 1461. Galvanising.	
e). TR. No.7 1996 of ILE, UK. Specification for Mast and foundation.	
f) BIS 2365:1977 Wire Rope	
g) BIS 9507:1979 Winch	
h) BIS 9968: Patr (I):1988 Electrical Cable	
i) BIS 3043:1987 Earthing	
The Equipment and the installation shall also conform to the provisions of standards issued by IEC/BS/VDF/ IEEE/NEMA or equivalent agency.	

HIGHMAST:	
Structure:	
The High mast shall be of continuously tapered, polygonal cross section; at least 20 sided, presenting a good and pleasing appearance and shall be based on proven in-tension design conforming to the standards referred above, to give an assured & reliable performance. The structure shall be suitable for wind loading as per IS 875 part3 1987. The mast height shall be 30 meters, with minimum diameters of 150mm at the top and 610 mm at the bottom.	
Construction:	
The mast shall be fabricated from special steel plates, conforming to BS-EN10-025 or equivalent, cut and folded to form a polygonal section as stated above and shall be telescopically jointed and welded. The welding shall be in accordance with BS.5135/AWS. The procedural weld geometry and the workmanship shall be exhaustively tested on the completed welds. Mast shall be delivered to site in three sections. Each section shall be fabricated out of individual plates duly folded and welded. There shall be only one longitudinal seam weld per section. Sections fabricated out of multiple plates or with more than one weld shall not be accepted.	
At site the sections shall be joined together by slip-stressed-fit method. No site welding or bolted joint shall be done on the mast. The minimum overlap distance shall be 1.5 times the diameter at penetration. **The dimensions of the mast shall be decided based on proper design and design calculations shall be submitted for verification**.	
The mast shall be provided with fully penetrated flange, which shall be free from any lamination or incursion. The welded connection of the base flange shall be fully developed to the strength of the entire section.	
The base flange shall be provided with supplementary gussets between the bolt-holes to ensure elimination of helical stress concentration. For the environmental protection of the mast, the entire fabricated mast shall be hot dip galvanized, internally and externally, having a uniform thickness of 85 micron at the bottom section and 65 micron for the middle and top sections. The mast sections shall be galvanized by single dipping method. Sections galvanized by double / multiple dipping methods shall not be accepted.	
The whole head frame assembly shall be covered and protected by a canopy fabricated from aluminium or hot	

dipped galvanized M.S. sheet secured to the frame by stainless steel bolts and nuts. The canopy shall have suitable prevention arrangement against entry of birds etc. The complete design of the mast and associated foundation shall be such that it is structurally and mechanically safe.	
Door opening:	
An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and also facilitate easy removal of the winch. The door opening shall be complete with a close fitting, vandal resistant, weatherproof door, provided with a heavy-duty double internal lock with special paddle key.	
The door opening shall be carefully designed and reinforced with welded steel section, so that the mast section at the base shall be unaffected and undue buckling of the cut portion is prevented.	
Size of door opening shall be more approximately 1200 x 250 mm to avoid buckling of the mast section under heavy wind conditions.	
Dynamic Loading for the Mast:	
The mast structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed as per IS 875 (three second gust), and shall be measured at a height of 10 metres above ground level. The design life of the mast shall be a minimum of 25 years.	
Lantern Carriage:	
Fabrication:	
A fabricated Lantern Carriage shall be provided for fixing and holding the flood light fittings and control gearboxes. The Lantern Carriage shall be of special design and shall be of steel tube construction, the tubes acting as conduits for wires, with holes fully protected by grommets. The Lantern Carriage shall be so designed and fabricated to hold the required number of flood light fittings and the control gearboxes. It shall also have a perfect self-balance arrangement so as to avoid swing and to prevent damage to mast surface or other installed parts during lowering/raising operation of carriage.	
The Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and NYLOC type stainless steel nuts to enable easy installation or removal from the erected mast. The inner	

lining of the carriage shall be provided with protective PVC arrangement, so that no damage is caused to the surface of the mast during the raising and lowering operation of the carriage. The entire Lantern Carriage shall be hot dip galvanized after fabrication.	
Junction Box:	
All hardware used shall have corrosion protection. The carriage shall have weather protected IP-55 cast aluminum junction box with required nos. of terminals (phase, neutral and earth) for connection to the designed nos. of flood light fittings and associated control provided with a heavy-duty double internal lock with special paddle key.	
The door opening shall be carefully designed and reinforced with welded steel section, so that the mast section at the base shall be unaffected and undue buckling of the cut portion is prevented.	
Size of door opening shall be more approximately 1200 x 250 mm to avoid buckling of the mast section under heavy wind conditions.	
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The Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and NYLOC type stainless steel nuts to enable easy installation or removal from the erected mast. The inner lining of the carriage shall be provided with protective PVC arrangement, so that no damage is caused to the surface of the mast during the raising and lowering operation of the carriage. The entire Lantern Carriage shall be hot dip galvanized after fabrication.	

Junction Box:	
All hardware used shall have corrosion protection. The carriage shall have weather protected IP-55 cast aluminum junction box with required nos. of terminals (phase, neutral and earth) for connection to the designed nos. of flood light fittings and associated control gears on the carriage.	
Raising and lowering mechanism: For the installation and maintenance of the luminaries and lamps, it will be necessary to lower and raise the Lantern Carriage Assembly. To enable this, a suitable Winch Arrangement shall be provided, with the winch fixed at the base of the mast and the specially designed head frame assembly at the top.	
Winch:	
The winch shall be of completely self-sustaining type, without the need for brake shoe, springs or clutches.	
Each driving spindle of the winch shall be positively locked when not in use, by gravity activated PAWLS.	
Individual drum also should be operated for fine adjustment of lantern carriage. The capacity, operating speed, safe working load, recommended lubrication and serial number of the winch shall be clearly marked on each winch.	
The gear ratio of the winch shall be 53: 1. However, the minimum working load shall be not less than 750 kg. The winch shall be self-lubricating type by means of an oil bath and the oil shall be of readily available grades of reputed producers.	
The winch drums shall be grooved to ensure perfect seat for stable and tidy rope lay, with no chances of rope slippage. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 turns of rope remains on the drum even when the lantern carriage is fully lowered and rested on the rest pads. It should be possible to operate the winch manually by a suitable handle and/or by an integral power tool. Operation of the winch with manual handle shall be independent of the power tool. Winches with manual operation through the power tool shaft shall not be accepted. Provision should be given for individual drum operation of the winch. A double drum winch shall have 2 drums and two worm gears independent in operation for increased safety. It shall be possible to remove the double drum after dismantling, through the door opening provided at the base of the mast. Also, a winch gear box for simultaneous and reversible operation of the double drum winch shall be provided	

The winch shall be type tested in presence of a reputed Institution and the test certificates shall be furnished before supply of materials. A test certificate shall be furnished by the party from the original equipment manufacturer, for each winch in support of the maximum load operated by the winch.	
Head Frame:	
The head frame, which is to be designed, as a capping unit of the mast, shall be of welded steel construction, galvanized both internally and externally after assembly. The top pulley shall be of appropriate diameter, large enough to accommodate the stainless steel wire ropes and the multi-core electric cable. The pulley block shall be made of non-corrodible material (die cast Aluminum Alloy, LM-6). Pulley made of synthetic materials such as Plastic or PVC is not acceptable. Self-lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation. The pulley assembly shall be fully protected by a Galvanized (internally and externally) canopy. Close fitting guides and sleeves shall be provided to ensure that the ropes and cables do not dislodge from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage.	
Stainless Steel Wire Ropes:	
The suspension system shall essentially be without any intermediate joint and shall consist of only noncorrodible stainless steel of AISI 316 or better grade.	
The stainless steel wire ropes shall be of 7/19 constructions, the central core being of the same material. The overall diameter of the rope shall not be less than 6 mm. The breaking load of each rope shall not be less than 2400 kg. giving a factor of safety of more than 5 for the system at full load as per the TR-7. The end constructions of ropes to the winch drum shall be fitted with talurit. The thimbles shall be secured on ropes by compression splices. Two continuous lengths of stainless steel wire ropes shall be used in the system and no intermediate joints/terminations, either bolted or else, on the wire ropes between winch and lantern carriage shall be acceptable in view of the required safety.	
Electrical System, Cable and Cable Connections:	
A suitable terminal box shall be provided as part of the contract at the base compartment of the high mast for terminating the incoming cable. The electrical	

connections from the bottom to the top shall be made by special trailing cable. The cable shall be EPR insulated and PCP sheathed to get flexibility and endurance. Size of the cable shall be minimum 2.5 sq mm copper. The cable shall be of reputed make. At the top there shall be weatherproof junction box (as per IP-55) to terminate the trailing cable. Connections from the top junction box to the individual luminaries shall be made by using 3 core 1.5 sq. mm flexible PVC cables of reputed make. The system shall have in-built facilities for testing the luminaries while in lowered position.	
Also, suitable provision shall be made at the base compartment of the mast to facilitate the operation of internally mounted, electrically operated power tool for raising and lowering of the lantern carriage assembly.	
The trailing cables of the lantern carriage rings shall be terminated by means of specially designed, metal clad, multipoint plug and socket provided in the base compartment to enable easy disconnection when required.	
Power Tool for the Winch:	
A suitable, high-powered, electrically driven, internally mounted power tool, with manual over ride shall be supplied & installed for raising and lowering of the lantern carriage for maintenance purposes. The speed of the power tool shall be preferably low (1.5 to 1.8 metres per minute) so that vibration associated with high speed can be avoided. The power tool shall be single speed, provided with a motor of the required rating. The power tool shall be supplied complete with a suitable control switch so that the operation of the mast can be done at a safe distance. The capacity and speed of the electric motor used in the power tool shall be suitable for lifting the design load installed on the lantern carriage.	
The power tool mounting shall be so designed that it will be not only self-supporting but also aligns the power tool perfectly with respect to the winch spindle during the operations. Also, a handle for the manual operation of the winches in case of problems with the electrically operated tool shall be provided and shall incorporate a torque-limiting device	
There shall be a separate torque-limiting device to protect the wire ropes from over stretching. It shall be mechanical with suitable load adjusting device. The torque limiter shall trip the load when it exceeds the adjusted limits. If the load trips, provision for warning for the operator shall be provided. The torque limiter is a requirement as per the relevant standards in view of the over all safety of the system. Over load protection shall be provided. EACH MAST SHALL HAVE ITS OWN POWER TOOL MOTOR. The speed of power tool shall preferably be of slow speed of 1.5 to 1.8 metres/minute	

so that vibration associated with high speed operation is avoided. Necessary protection against over load, over current and single phasing etc. shall be provided.	
Lightning Finial	
One number heavy duty hot dip galvanized lighting finial shall be provided for each mast. The lightning finial shall be minimum 1.2 M in length and shall be provided at the centre of the head frame. It shall be bolted solidly to the head frame to get a direct conducting path to the earth through the mast. The lightning finial shall not be provided on the lantern carriage under any circumstances in view of safety of the system.	
Aviation Obstruction Lights:	
Two nos. single dome or one no. twin dome aviation obstruction light shall be provided for each high mast.	
Make Philips/GE/Crompton Greaves or Equivalent.	
EARTH-PITS:	
Two nos. of earth-pits shall be constructed for each high mast at convenient locations. Pipe earth electrode shall be constructed as per IS:3043/1987. GI pipe shall be used for the earth-pits. Both the earth-pits shall be connected with each other by 25x3 mm size GI strips.	
Suitable earth terminal using stainless steel bolts shall be provided at a convenient location on the base of the Mast, for lightning and electrical earthing of the mast.	
Feeder Pillar	
Each mast shall be provided with a feeder pillar fabricated out of 14 SWG CRCA sheet and finished with two coats of red oxide primer and gray enamel paint of shade 631 of IS-5. The feeder pillar shall comprise of incoming 32 amps TPN switch, HRC fuses, Copper wiring, outgoing SP, TP MCB. Feeder pillar shall be mounted on suitable foundation near to the mast. The feeder pillar shall be IP-55 weather protected.	
Additional canopy for rain protection shall be provided as an integral part of feeder pillar distribution box.	
Motor starter shall be complete with switch, fuse, contactor and bimetal relay with single phasing prevention feature.	
LED's for indication of incoming supply healthy for feeder pillar incomer shall be provided. Feeder Pillar shall also have provision to receive emergency power supply for aviation obstruction fixtures.	
Incoming Power Cable	
A cable of size 4 x 10 sq.mm copper conductor, armoured cable for power supply (max 10 M) and 4 x	

1.5 sq.mm Copper conductor Armoured cable for motor supply shall be provided from feeder pillar to the base compartment of the high mast. Cable shall be taken to the base compartment of the high mast through the provision made in the foundation. Power cable of suitable size up to the feeder pillar from supply point shall be provided by tenderer.	
LUMINAIRES	
There will be 09 nos. x 400W non-integral flood light luminaires for each high mast. Required/suitable nos. of control gear boxes along with lamps (400W LED) also will be supplied and installed by the tenderer. Only floodlight luminaires with the following specifications will be accepted: 1. Wattage: 400W, 2. Input power: 120- 270 VAC 3. Non-dimming standard 4. Rotatable module: $10^0/30^0/60^0/120^0$ 5. Luminous flux 140lm/W 6. Driver: Meanwell, as per EN61643-11 7. CCT: 4000-6500K 8. CRI > 80 9. IP Grade IP65 10. Light Beam Spread: NEMA type 6 (Wide) No make or model with specifications other than as above will be acceptable.	
CIVIL STRUCTURAL WORKS	
Scope of Work:	
The scope of work under this specification includes design, detailing, supply & construction of foundation for high mast works. The work shall in general be executed as per IS: 456 and shall referred therein.	
MATERIALS:	
1. Cement	
The cement used shall be any of the following unless otherwise specified in project data sheet:	
a. 33 grade ordinary Portland cement conforming to IS:269	
b. 43 grade ordinary Portland cement conforming to IS: 8112	
c. Portland slag cement conforming to IS: 455	

d. Sulphate resisting Portland cement conforming to IS: 12330	
Aggregate	
The aggregate used shall be any of the following unless otherwise specified in project data sheet	
a. Only natural existing aggregates conforming to IS: 383	
b. Coarse aggregate shall be 20mm downgrades as per IS: 383	
c. Fine aggregate shall be graded evenly as per Zones II and III of IS: 383. Zone IV aggregate shall not be used.	
Water	
Water used for manufacture and curing shall be clean and free from injurious amount of oil, acids, alkalis, salts, sugars, organic materials or other substances that may be deleterious to concrete or steel as specified in IS:456. Potable water shall be considered suitable.	
FOUNDATION WORKS:	
Suitable foundations shall be designed & constructed. The detailed drawings for the foundation shall be furnished along with the offer. The excavation of the earth for foundation shall be the contractor's responsibility. It may be noted that the soil of this area is not rocky. The excavated materials and unwanted materials shall be cleared then and there and dumped away from the site locations as required.	
It shall be the Tenderer's responsibility include supply of all concrete foundation materials like blue metal, sand, steel, cement etc., and chipping, cutting, plastering etc. and back filling of up	
to the normal ground level of the adjoining area. The provision of foundation shall be excavated well in advance and sufficient curing shall be given after completion of concrete works.	
The top level of the concrete base shall be higher than adjacent ground level by not less than 50 cm.	
DRAWINGS:	
The Tenderer shall submit:	
a. 2 sets of approved design details, calculations along with the illumination level for high mast,	
b. 2sets of approved design details, calculations along with the drawing for foundation for the high mast &	
c. 2 sets of Electrical Drawings, cable schedule etc.	

GUARANTEE:	
The party shall give guaranty for reliable & smooth performance of the high mast lighting system for a period of 12 months from the date of commissioning.	
RESPONSIBILITY OF VENDOR:	
All expenses towards mobilisation at site and mobilisation of equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed be included in the prices quoted and no separate payment on account of such expenses shall be entertained.	
All entries and exists of materials and equipments should be done with proper gate passes and recorded at security gate.	
SUPERVISION OF WORK:	
The contractor shall have one experienced supervisor who shall possess supervisory skills. He should be able to manage the site activities while executing the job at site and his personnel to carry out the work and when required as per instructions of EIC or his representative. No extra payment will be made for providing supervisor.	

OTHER TERMS & CONDITIONS:

1) Tenderers are required to offer the rates as per Schedule of Requirements.
2) The tenderer shall include provision of all materials, accessories, components, tools and tackles, machinery (if any)step ladders, safety belts, testing equipment etc. that are required for the successful and satisfactory execution, completion, trials, testing, commissioning and handing over whether specially mentioned herein or not.
3) Safety and safe custody of all men, material, tools and tackles those are required during site (**Bidder to conduct safety analysis and get approval from the employer before taking site)**
4) Works/erection, testing, commissioning and handing over shall be the tenderer's responsibility.
5) The Employer shall not be responsible for any damage or loss of any of the materials, and or any damage/accident to the tenderer's personnel during execution of works.
6) The tenderer shall carry out the erection of the high mast tower safely with proper procedure employing appropriate tools and tackles, other equipment/machinery and shall not damage or displace or cause accident of whatsoever nature.
7) Safety & security of materials at site shall be tenderer's responsibility.
8) Delivery period of not more than twelve (12) months after signing of the contract.
9) The tenderer shall show proof of undertaking of similar works elsewhere, involving at least two masts.

PACKING AND DESPATCH:

The equipment/items shall be properly packed for transportation. The equipment/items shall be wrapped in polyethylene sheets before being placed in wooden crates/cases to prevent damage. The packing should be suitable for outdoor storage area with heavy rains/high ambient temperature unless otherwise specified.

INSPECTION, TESTING AND ACCEPTANCE OF WORKS:
Tests shall be carried out at the manufacturer's works under his care and expense. All routine as specified by the applicable standard code shall be conducted. Type test certificate for the high mast lighting system equipment shall be furnished from a recognized testing organization.

In addition, acceptance and functional tests shall be conducted on mast to check mechanical and electrical operation.
1) Mechanical operation of the lantern carriage,
2) Load carrying capacity test,
3) Operation of winch for over speeding/time to raise and lower,
4) Visual check of positive locking arrangement of winch system,
5) Test of operation electrically and manually,
6) Test of power tool as per relevant standards,
7) Test of all protection, alarm and trip functions,
8) Check degree of protection of cubicles,
9) Checking Earthing of cubicle & cubicle door,

FIELD TESTING & COMMISSIONING:
Before energizing, following pre-commissioning tests shall be carried out:
1) Insulation Resistance Test,
2) Continuity Test,
3) Earth Continuity check and measurement,
4) All safety interlocks,
5) Feeder Pillar wiring schematics and functional check
6) Load current in all phases shall be measured
7) After completion of job, vendor shall carry out the measurement of achieved illumination level in different areas and furnish the report. The focusing angle of fixture shall be changed / adjusted wherever required.

LABOUR, ACCOMMODATION & TRANSPORT:
The tenderer will provide labor, accommodation and transport requirements for the entire project, at his/her own cost.

TECHNICAL DOCUMENTATION:
The tenderer will prepare and supply comprehensive installation and maintenance documents both in soft and hard copies. The manuals shall include datasheets, brochures and technical specifications of all items supplied under this contract. Three well bound hard copies of the manuals shall be provided to the employer within four (4) weeks of commissioning of the masts. One soft copy (in pdf format) of the same manuals shall be provided together with the hard copies specified above.

SPARES
The following spares shall be provided as part of the scope of this tender. **Each lot will have a similar set of spares**

1. Lamp fixtures, complete with 400W LED lamp – 3 pieces
2. LED driver – 3 pieces
3. Photocell – 2 pieces
4. Lights controller – 1 piece
5. Aviation warning light including lamp – 2 piece.
6. Voltage Monitoring and Protection Relay – 1 piece
7. Winch Motor – 1 piece

SECTION 'F' PRICE SCHEDULE

LOT I

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 2 Nos. OF 30M HIGH MAST LIGHTING SYSTEM FOR KINDARUMA POWER STATION

Item	**Description**	**Quantity**	**Unit Price**	**Total price**
1	Civil Works as specified	2		
2	30M High Mast with Lighting Carriage	2		
3	LED luminaire	9		
4	Testing and commissioning	LOT		
5	Spares (as per itemized list below)	LOT		
Total Price,				
Tax/any other levies				
Grand Total, Delivered and Installed at Kindaruma Power Station				

Item	Description	Quantity	Unit Price	Total price
1	Lamp fixtures, complete with 400W LED lamp	3		
2	LED driver	3		
3	Photocell	2		
4	Lights controller	1		
5	Aviation warning light including lamp	2		
6	Voltage Monitoring and Protection Relay	1		
7	Winch Motor	1		
Sub total				

Signature of tenderer

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

TENDERER'S NAME: _____

TENDERER'S SIGNATURE_____

COMPANY'S RUBBER STAMP: _____

DELIVERY PERIOD: _____

WARRANTY PERIOD: _____

SECTION 'F' PRICE SCHEDULE

LOT II

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 2Nos. OF 30M HIGH MAST LIGHTING SYSTEM FOR KAMBURU POWER STATION

Item	Description	Quantity	Unit Price	Total price
1	Civil Works as specified	2		
2	30M High Mast with Lighting Carriage	2		
3	LED luminaire	9		
4	Testing and commissioning	LOT		
5	Spares (as per itemized list)	LOT		
Total Price				
Tax/any other levies				
Grand Total, **Delivered and Installed at Kamburu Power Station**				

Item	Description	Quantity	Unit Price	Total price
1	Lamp fixtures, complete with 400W LED lamp	3		
2	LED driver	3		
3	Photocell	2		
4	Lights controller	1		
5	Aviation warning light including lamp	2		
6	Voltage Monitoring and Protection Relay	1		
7	Winch Motor	1		
Sub total				

Signature of tenderer

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

TENDERER'S NAME: _____

TENDERER'S SIGNATURE_____

COMPANY'S RUBBER STAMP: _____

DELIVERY PERIOD: _____

WARRANTY PERIOD: _____

SECTION G: 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 **tender for supply, installation, testing and commissioning of four (4) 30 meter high mast lighting system for kindaruma and kamburu power stations** 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 **120 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.

SECTION H: TENDER-SECURING DECLARATION FORM

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: …… of Bid Submission] Tender No. …… of bidding process]

To: …….. [Insert complete name of Purchaser]
We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –

(a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
(i) Fail or refuse to execute the Contract, if required, or
(ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification of the name of the successful Bidder; or
(i) Twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the
Capacity of [insert legal capacity of person signing the Bid Securing Declaration]
2016
Name: [insert complete name of person signing the Bid Securing Declaration]

…….

Duly authorized to sign the bid for and on behalf of: …….. [Insert complete name of Bidder]

Dated on ……. day of ……., ……. [Insert date of signing]

SECTION I: CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award and Tenderer's Acceptance
(g) Applicable addenda and clarifications

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed by _____ the _____ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*_____ _____

[name of bank or financial institution]

_____

[address]

_____ *[date*

SECTION J: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

SECTION K: *MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE*

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

Name of Applicant(s).....

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

Part 1 – General

Business Name:……Certificate of Incorporation / Registration No. ……..…Location of business premises:
Country ……..…Physical address …….…….
Town ……..…….Building……
Floor…….Plot No. ……..…….
Street / Road ……..……..……Postal Address ……..……
Postal / Country Code…….Telephone No's…...……
Fax No's. ……..……E-mail address ……..……
Website ……..……
Contact Person (*Full Names*) …… Direct / Mobile No's.……..…
Title …… Power of Attorney (**Yes / No**)
If **yes,** attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc)* ……..…….……..

(Applicable to Local suppliers only)

Local Authority Trading License No. …… Expiry Date ……..
KRA PIN 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 …….

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. ITS ALSO NOT APPLICABLE FOR AGPO FIRMS TENDERS.***

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

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

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

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

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

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

Part 2(j or k) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.
Full names
……..
Signature……
For and on behalf of M/s ……..
In the capacity of
……
Dated this ……day of ……2018.
Suppliers' / Company's Official Rubber Stamp
……