



Kenya Electricity Generating Company Limited

KGN-HYD-05-2018

**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF INDUSTRIAL LED
DISPLAY UNIT AT KAMBURU CONTROL CENTRE.**

(OPEN NATIONAL)

**Kenya Electricity Generating Company Limited,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O. Box 47936,
Nairobi, Kenya.
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 “**Tender for Supply, Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre**” 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; fmakau@kengen.co.ke

Where the tender document may be collected upon payment of a non-refundable fee of **KShs.1, 000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke and www.suppliers.treasury.go.ke. Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded documents 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 “**Tender for Supply, Installation, Test and Commissioning of Optical Fiber Link for the Hydro Plaza**” and addressed to:

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

There shall be a **mandatory** site visit on **7th March, 2018 at 10.00a.m.** Kamburu Power Station off Embu-Kivaa road and a pre-bid meeting thereafter at Matendeni camp.

On or before: **28th March, 2018 at 10.00a.m.** Tenders will be opened on **28th March, 2018 at 10.30a.m.** in the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor. The company reserves the right to vary the quantities.

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

Tender for supply Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre

SECTION II
INSTRUCTIONS TO TENDERERS

1. General

The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender Documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

- (a) Copies of certificates of registration, and principal place of business;
- (b) Total monetary value of construction work performed for each of the last five years;
- (c) Experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
- (d) Major items of construction equipment owned;
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
- (g) Authority to seek references from the Tenderer's bankers.

1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/= Downloaded documents will be free of charge. Bidders who download documents shall promptly notify the Procuring Entity.

1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

- (a) These instructions to Tenderers
- (b) Form of Tender
- (c) Conditions of Contract and Appendix to Conditions of Contract
- (d) Specifications
- (e) Bills of Quantities/Schedule of Rates (whichever is applicable)
- (f) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven (7) days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

3.1 All documents relating to the tender and any correspondence shall be in English Language.

3.2 The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;
- (b) The Form of Tender
- (c) Tender Security;
- (d) Priced Bill of Quantities/Schedule of Rates for lump-sum

Contracts

- (e) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

Tender security

3.6. The tenderer shall furnish, as part of its tender, **a tender security in amount of Kenya Shillings One Hundred Thousand.**

The tender security is required to protect Kenya Electricity Generating Company Limited against the risk of Tenderer's conduct which would warrant the security's forfeiture.

The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to Kenya Electricity Generating Company Limited and valid for **at least 30days beyond tender validity**

Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by Kenya Electricity Generating Company Limited as non-responsive.

Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Kenya Electricity Generating Company Limited.

The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 6, and furnishing the performance security, pursuant to sub-paragraph 6.5.

The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by Kenya Electricity Generating Company Limited 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 6
 - or

Tender for supply Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre

(ii) To furnish performance security in accordance with Appendix to Conditions of Contract
3.7 Tenders shall remain valid for a period of **Ninety (90) days** from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.

3.8 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

3.9 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.10 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

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

4. Submission of Tenders

4.1 The tender duly filled and sealed in an envelope shall;-

(a) Be addressed to the Employer at the address provided in the invitation to tender;

[b] Bear the name and identification number of the Contract as defined in the invitation to tender; and

[c] Provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

4.4 Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

4.5 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.

4.6 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

Tender for supply Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre

- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Procuring Entity. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Procuring Entity.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within fifteen (15) days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.

- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.
6. Award of Contract
- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within fifteen (15) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

7. Corrupt and fraudulent practices

7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

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

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

Appendix to Instructions to Tenderers

The following information for procurement of small works shall complement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provisions 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

TDS Ref. No	ITT Clause No	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. INTRODUCTION		
1	1.1	The “Procuring Entity” also called Employer is:- KENYA ELECTRICITY GENERATING COMPANY LIMITED Stima Plaza Phase III, Kolobot Road, P.O. Box 47936 - 00100 NAIROBI, KENYA. Tel: +254 2 3666000 Email: tenders@kengen.co.ke ; Cc: jtheuri@kengen.co.ke ; fmakau@kengen.co.ke
	1.2	The name and identification of the tender is: Tender for Supply, Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre The tender number is: KGN-HYD-05-2018 Date and Time for submission is: Date: 28th March, 2018 at 10.00am Opening date and Time: 28th March 2018 at 10.30 a.m.
	1.3	SITE VISIT There shall be a mandatory site visit on 7th March, 2018 at 10.00a.m. Kamburu Power Station off Embu-Kivaa road and a pre-bid meeting thereafter at Matendeni camp.
B. TENDERING DOCUMENTS		
2	2.1	The Tenderer shall prepare two copies of the tender , clearly marking each “ ORIGINAL TENDER ” and “ COPY OF TENDER ,” as appropriate. The Tenderer MUST ensure Sequential pagination/serialization of all pages in the tender document, Sec.74.1.i. of the PPADA, 2015
2	2.3	CLARIFICATIONS Further information and/or clarification may also be obtained from the Employer’s representative at the following address: - Supply Chain Director Kenya Electricity Generating Company Limited Ground Floor, Stima Plaza, Phase III; Kolobot Road, Parklands P O Box 47936 - 00100

Tender for supply Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre

TDS Ref. No	ITT Clause No	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
		NAIROBI, KENYA Email; tenders@kengen.co.ke ; Cc: fmakau@kengen.co.ke ; jtheuri@kengen.co.ke ;
8	2.3	Bidders may seek any clarifications latest if five (5) days of the period given to respond to the tender is remaining.
C. PREPARATION OF TENDERS		
3	3.1	Language of Tender and all correspondence shall be <i>English</i> .
	3.2	List of documents required to be submitted with the tender: a. The Form of Tender; b. Tender Security; c. Price Schedules; d. Qualification Information Form and Documents; and e. Written confirmation authorizing the signatory of the Tender to commit the Tenderer
	3.5	The currency in which the prices shall be quoted shall be: <i>Kenya Shillings</i> or in any freely convertible currencies.
	3.5	The authority for establishing the rates of exchange shall be Central Bank of Kenya. The applicable date for exchange rates for tendering and evaluation purposes is the exchange rate at the tender closing date.
	3.7	The tender shall remain valid and open for acceptance for a period of (120) days from the specified date of tender opening.
	3.6	The Tenderer shall furnish as part of his tender, a Tender Security in the amount of: Kshs.100, 000.00 (Kenya Shillings One Hundred Thousand Only)
D. SUBMISSION OF TENDERS		
4	4.1	Tenders shall be addressed to : The Company Secretary & Legal Affairs Director Kenya Electricity Generating Company Limited 10th Floor, Pension Plaza Phase 2 Kolobot Road, Parklands P.O. Box 47936-00100 Nairobi, Kenya
		The extension of the deadline for submission of Tenders shall be made not later than five (5) days before the expiry of the tender deadline.
5	5.1	EVALUATION CRITERIA A) Preliminary/Mandatory Evaluation a) Duly completed Bill of Quantities, Signed, and Stamped with date on every page. b) Duly completed Tender Forms, Signed and stamped with date. c) Copy of Certificate of Incorporation. d) Duly filled business mandatory confidential business questionnaires provided e) Pagination/serialization of all pages of the bid document f) Site visit- the bidder should have attended the mandatory site visit. g) Valid tender security of kshs, 100,000.00

Tender for supply Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre

TDS Ref. No	ITT Clause No	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
		<p>h) The Tender has been signed by the person lawfully authorized to do so;</p> <p>i) Valid Tax Compliance Certificate</p> <p>j) Valid Local Authority / Trade License</p> <p>k) Litigation History- No consistent history of awards against the bidder, and bidder shall not have a Non-performing contract within the last Five (5) years</p> <p>l) Completeness of Tender – submission of the required number of copies, sequential organization of the bid document, and serialization or pagination of all pages in the tender document</p> <p>Note: Only tenders which meet the preliminary requirements shall be subjected to technical evaluation and shall not subsequently be made responsive by the tenderer correcting the nonconformity</p> <p>(B) Technical Evaluation <i>The Technical Evaluation will be based on compliance with the technical specifications (General and Specific) and will follow a “PASS/FAIL” evaluation criteria.</i></p>

TDS Ref. No	ITT Clause No	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers																																										
			<table border="1"> <thead> <tr> <th data-bbox="500 201 597 233">Item</th> <th data-bbox="602 201 841 233">Description</th> <th data-bbox="846 201 1224 233">Requirement</th> <th data-bbox="1229 201 1390 233">Pass/Fail</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 239 597 457">1.</td> <td data-bbox="602 239 841 457">Compliance to Specification</td> <td data-bbox="846 239 1224 457">All equipment offered shall comply fully with the tender specifications. Submit all type test certificates specified in the specifications.</td> <td data-bbox="1229 239 1390 457"></td> </tr> <tr> <td data-bbox="500 464 597 569">2.</td> <td data-bbox="602 464 841 569">Software and other necessary licenses</td> <td data-bbox="846 464 1224 569">Delivery of all required software and licenses as per specifications</td> <td data-bbox="1229 464 1390 569"></td> </tr> <tr> <td data-bbox="500 575 597 701">3.</td> <td data-bbox="602 575 841 701">Manufacturers Authorization Form</td> <td data-bbox="846 575 1224 701">Submit all certificates as specified.</td> <td data-bbox="1229 575 1390 701"></td> </tr> <tr> <td data-bbox="500 707 597 947">4.</td> <td data-bbox="602 707 841 947">Project delivery schedule and implementation plan</td> <td data-bbox="846 707 1224 947">Bidder has submitted a project delivery schedule and an implementation plan to complete the works within the specified delivery period.</td> <td data-bbox="1229 707 1390 947"></td> </tr> <tr> <td data-bbox="500 953 597 1100">5.</td> <td data-bbox="602 953 841 1100">Spare parts and after sales service facilities</td> <td data-bbox="846 953 1224 1100">Documentary evidence and locations of service center(s) and spares.</td> <td data-bbox="1229 953 1390 1100"></td> </tr> <tr> <td data-bbox="500 1106 597 1211">6.</td> <td data-bbox="602 1106 841 1211">Experience in Similar works</td> <td data-bbox="846 1106 1224 1211">At least three similar works within the last 3years.</td> <td data-bbox="1229 1106 1390 1211"></td> </tr> <tr> <td data-bbox="500 1218 597 1360">7</td> <td data-bbox="602 1218 841 1360">Appropriate tool and test equipment</td> <td data-bbox="846 1218 1224 1360">Provide a list of tools suitable for the work that will have to be approved by the employer</td> <td data-bbox="1229 1218 1390 1360"></td> </tr> <tr> <td data-bbox="500 1367 597 1398">8</td> <td data-bbox="602 1367 841 1398">Warranty</td> <td data-bbox="846 1367 1224 1398">3 year warranty</td> <td data-bbox="1229 1367 1390 1398"></td> </tr> <tr> <td colspan="4" data-bbox="500 1404 1390 1436">Compliance</td> </tr> </tbody> </table>	Item	Description	Requirement	Pass/Fail	1.	Compliance to Specification	All equipment offered shall comply fully with the tender specifications. Submit all type test certificates specified in the specifications.		2.	Software and other necessary licenses	Delivery of all required software and licenses as per specifications		3.	Manufacturers Authorization Form	Submit all certificates as specified.		4.	Project delivery schedule and implementation plan	Bidder has submitted a project delivery schedule and an implementation plan to complete the works within the specified delivery period.		5.	Spare parts and after sales service facilities	Documentary evidence and locations of service center(s) and spares.		6.	Experience in Similar works	At least three similar works within the last 3years.		7	Appropriate tool and test equipment	Provide a list of tools suitable for the work that will have to be approved by the employer		8	Warranty	3 year warranty		Compliance				
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			<ul style="list-style-type: none"> • Financial Evaluation <ul style="list-style-type: none"> ➤ This will take into account the bidder's tender price after subjecting the bid to preliminary and technical evaluation. ➤ An examination of the bidder's quoted price competitiveness and a determination that the quoted price is fair and reasonable, and a comparison with the known current market rates ➤ The financial evaluation will also take into account, in addition to the tender price and the price of incidental services, the following factors: 																																									

Tender for supply Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre

TDS Ref. No	ITT Clause No	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
		<p data-bbox="488 239 1373 306">(i) <i>Deviations in payment schedule from that specified in the Special Conditions of Contract.</i></p> <p data-bbox="505 348 1179 382">(ii) <i>Bidder's financial ability to complete the project.</i></p> <p data-bbox="415 424 1463 562"><i>At the conclusion of the financial evaluation, KenGen will seek to establish the substantially responsive tender that will be determined to be the lowest evaluated, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</i></p> <p data-bbox="415 604 1463 672"><i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract</i></p>

SECTION III
CONDITIONS OF CONTRACT
Table of Clauses

1. DEFINITIONS
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4. WORKS, LANGUAGE AND LAW OF CONTRACT
5. SAFETY, TEMPORARY WORKS AND DISCOVERIES
6. WORK PROGRAM AND SUB-CONTRACTING
7. THE SITE
8. INSTRUCTIONS
9. EXTENSION OF COMPLETION DATE
10. MANAGEMENT MEETINGS
11. DEFECTS
12. BILLS OF QUANTITIES/SCHEDULE OF RATES
13. VARIATIONS
14. PAYMENT CERTIFICATES AND FINAL ACCOUNT
15. INSURANCES
16. LIQUIDATED DAMAGES
17. COMPLETION AND TAKING OVER
18. TERMINATION
19. PAYMENT UPON TERMINATION
20. CORRUPT GIFTS AND PAYMENTS OF COMMISSION
21. SETTLEMENT OF DISPUTES
22. TAXES
23. APPENDIX TO CONDITIONS OF CONTRACT

Tender for supply Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre

1. **Definitions**

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body who’s tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Notification of award.

“Days” are calendar days; “Months” are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” means Kenya Electricity Generating Company Limited and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Contract Agreement,
- (2) Notification of award
- (3) Letter of Acceptance,
- (4) Conditions of Contract
- (5) Technical Specifications
- (6) Bills of Quantities
- (7) Contractor’s Tender,
- (8) Applicable Addenda and Clarifications

3. Employer’s Representative’s Decisions

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site. The Contractor shall conduct Job safety Analysis (JSA) for employers' approval before site takeover.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion

Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) Force majeure, or
- (b) Reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) Reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) Reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

11 Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the

Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payments

14.1 Payments shall be made promptly by Kenya Electricity Generating Company Limited, but subject to a 30day credit period effective from the date of issue of completion certificate for the works.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall verify the goods, works and services supplied. Upon confirmation that the goods, works and services comply with tender requirements, the Employer shall issue a Taking over Certificate and take over the Site and the Works within seven days from the date of issuance of the Certificate of Completion.

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) The Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or dis-favour to any person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to

concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

22 Taxes

22.1.1 "**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.

22.1.2 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.

22.1.3 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.

22.1.4 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

22.1.5 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.

22.1.6 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

22.1.7 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.

22.1.8 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.

22.1.9 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.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **KENYA ELECTRICITY GENERATING COMPANY LIMITED**

Address: Stima Plaza Phase III, Kolobot Road,
P.O. Box 47936 - 00100
NAIROBI, KENYA

Name of Employer's Representative: The Chief ICT Officer, Eastern Hydro

Telephone: (254) (020) 3666000

The name (and identification number) of the Contract **Tender for Supply, Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre**, The tender number is: **KGN-HYD-05-2018**

The Works consist of: **Supply, Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre.**

The commencement Date shall be the date of Contract signing

The delivery period shall be 90 Days.

The Site is located at Kamburu Power Station

The Defects Liability Period is Two (2) Years. The Defects Liability Period shall also be the warranty period.

Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Electricity Generating Company Limited the performance security in the amount of 10% of the contract sum.

The proceeds of the performance security shall be payable to Kenya Electricity Generating Company Limited as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited, in the form provided in the tender documents.

The performance security will be discharged by Kenya Electricity Generating Company Limited 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

SECTION IV

SPECIFICATIONS AND PRICE SCHEDULES

4.1 Introduction

KenGen intends to procure a new display unit for its Supervisory, Control and Data Acquisition system (SCADA) to replace an existing unit that has developed signs of inherent failure. The new unit shall be installed at Kamburu Control Center situated within Kamburu power station.

4.2 Scope of Works

The scope of work shall include the supply, delivery to site, installation and commissioning of an Industrial LED display at Kamburu Control Center (KCC). The successful bidder shall also be required to provide a comprehensive warranty of the equipment and works for a period of three (3) years.

The display unit shall be connected to the video wall workstation via an HDMI cable. From the workstation, there shall be a splitter cable (DMS 59 pin male to double female DVI-I). One end of the DVI-I will be connected to a desktop monitor; the other DVI-I end will be joined to the HDMI cable from the monitor via an interface module (DVI-I Male to HDMI Female Adapter).

All necessary materials/resources that the bidder may establish as required to accomplish the scope of works, but are not included in the BoQ/price schedules shall be supplied. The additional materials shall be included and costed in the price schedule submitted by the bidder.

Existing workstation shall be used.

All documentation, will be in English and shall be handed over to the employer's control and SCADA Engineers at site not later than the commissioning date.

The documentation shall include but not limited to:-

- Operation/User manuals
- Engineering maintenance manuals
- Mounting and connection drawings for the installations.

4.3 Employer participation in installation and site commissioning

The contractor shall carry out all the installations, configuration and commissioning works in close association with KenGen staff who will be attached to the contractor's engineers during the installation stage.

It shall however be the responsibility of the contractor to ensure that the equipment supplied and installation works meet the client's specifications.

The Contractor's Engineers shall familiarize the employer's engineer in such disciplines as;

- Maintenance procedures and techniques on the Equipment.
- Operations and optimization of the equipment.

4.4 Delivery

The contractor shall execute the scope of the tender to completion not later than 90 days after the signing of contract. The installation and commissioning activities shall be accomplished within one week.

4.5 Accommodation & Transport for Contractor's Employees

The Contractor shall be responsible for his/her staff's' food, accommodation and transport for the whole period of the contract.

4.6 Customs and Import Duties

For purposes of this Contract, the Contractor will clear and pay at port of entry all the Custom duty and taxes and deliver the materials to site.

4.7 Spares during the 36 Months maintenance period

It is a condition of this contract that all malfunctioning items during the maintenance period, to start after issue date of Take Over Certificate, shall be replaced by the Contractor at his/her own cost provided that defects are not as a result of the Client's negligence.

If the supplied display unit fails within this period, the contractor shall replace the same with a new one and the defect liability period for the new equipment shall commence immediately after its successful installation and commissioning.

4.8 After sales service

Bidders shall be required to include an agreement concerning technical assistance, maintenance service and spares availability.

4.9 Warranty

The successful bidder shall provide comprehensive warranty for all software , hardware and works for a period of three years, and shall remedy any defects (including supply of spares, services, works and replacement of whole units with new ones) arising in the system at no cost to KenGen. Commencement date of warranty period shall be the date of the Take Over certificate by the Employer.

4.10 TECHNICAL SPECIFICATIONS OF THE LED DISPLAY UNIT

The Display required must be of INDUSTRIAL range, at least 82” in size and capable of both portrait and landscape orientation; rated to run 24/7, 365 days a year to be installed at Kamburu Control Centre. The display should meet the PC/Macintosh compatibility specifications including the latest technologies.

The equipment shall meet the minimum specifications tabulated below;

Item	Part/system	Requirement/Specification
1	Panel Technology/Display Technology	The panel should use light emitting diodes (LED-backlit) LCD technology and not cold cathode fluorescent lamps (CCFL) backlighting technology. The screen should be full-array LED.
2	Screen Size in inches	At least 82”
3	Active Screen Area (W x H) in mm	At least 1815.3 x 1021.1
4	Pixel Pitch in mm	0.941 x 0.941
5	Viewing Angle	[°] 178 horizontal / 178 vertical (typ. at contrast ratio 10:1)
6	Screen Aspect Ratio	16:9
7	Contrast Ratio (typ.)	2000:1
8	Brightness (typ.) (cd/m ²)	600
9	Optimum Resolution	1600 x 1200 at 60 Hz
10	Native Resolution	1600 x 1200 at 60 Hz
11	Connectivity	PC Signal/Macintosh Compatibility
12	Analog:	1 x S-Video; Digital:1 x HDMI; Digital: 1 x DVI-I
13	Audio Input	1x HDMI; 3 x Cinch (RCA); 1 x Head-jack 3.5 mm
14	Audio Output	1x SPDIF (to HDMI)
15	Video Input	Analog: 1 x DVI-I; Analog: Composite (BNC + RCA); Analog: Component (BNC); Analog: 1 x S-Video; Digital:1 x HDMI; Digital: 1 x DVI-
16	Ambient Temperature [°C]	Up to +40

17	Ambient Humidity (operating) [%]	20 to 80
18	Power Supply	220-240 Vac; 50Hz
19	Ambient light sensor for optimized brightness levels;	Yes
20	Overheating Protection;	Yes (Temperature controlled)
21	Wall Mounting accessories	Yes
22	Supported TV Standards (no tuner)	SECAM; PAL; NTSC
23	Safety and Ergonomics	CE; C-tick; FCC Class A; UL/C-UL or CSA; PSB; RoHS
24	Remote Control	RS-232C (9-pin D-sub) Input; D-sub 15 and DVI-D (DDC/CI); Remote Control IR
25	Accessories	Power Cable; Remote Control (IR); CD-ROM and Hardcopy(User Guides/Manuals); 5m HDMI cable;
26	Warranty	3 years warranty incl. backlight

The bidder shall forward the manufacturer's brochure detailing performance and technical specifications.

BILL OF QUANTITIES AND PRICE SCHEDULES

General

- i) The tenderer shall complete all schedules. Schedules shall be read in conjunction with the specification.
- ii) The total prices in the Main Summary of price schedules shall be deemed to include for the whole of the contract works in accordance with the specification.
- iii) Any prices omitted from any section or part of prices schedule shall be deemed to have been included in another section of part.
- iv) All prices shall be shown inclusive of duty and of all taxes current at the time of tendering.

Table of Price Schedules

	Item Description	Quantity	Unit Price	Applicable Taxes/Levies (Specify)	Unit Price Inclusive Of Taxes/Levies	Total Price Inclusive Of Taxes/Levies
1	LED Display Unit as specified	1				
2	DVI-I Male to HDMI Female Adapter.	1				
3	DMS 59 pin male to double female DVI-I splitter	1				
4	HDMI cable (approx.. 15meters)	1				
5	Automatic Over/Under Voltage, spike and surge protection unit type Sollatek or equivalent	1				
6	Installations, Test and commissioning charges	Lot				
7	Maintenance and warranty costs for 36months					
8	Any other materials or services required to carry out implementation to meet scope as required (Itemize)	Lot				
TOTAL COST						

Signature and stamp of Bidder _____ Date _____

SECTION V
STANDARD FORMS

INTRODUCTION

The following schedules form the Contract Schedules and must be completed in their entirety by the Tenderer at the time of tendering.

The Performance Security form is a sample and shall only be completed by the Approved Tenderer.

The Tenderer shall enter in the spaces on the Tender Form and bill of Quantity, price schedules the appropriate unit of currency to which he has tendered.

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 and Commissioning of Industrial LED Display Unit at Kamburu Control Centre** 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.

TENDER SECURITY FORM

(To be on the Banks Letterhead)

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

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

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*]

Tender for supply Installation and Commissioning of Industrial LED Display Unit at Kamburu Control Centre

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

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 (*USD/KShs*)
Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)
Name (s) of your banker (s)
.....
Branches Tel. No's.

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
2.
Company Profile

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 of2018 .
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 of2018.
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 of2018.

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 of2018
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 thisday of2018.

Suppliers' / Company's Official Rubber Stamp

.....

LITIGATION HISTORY

Name of tenderer or partner of a joint venture
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Tenderers, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

Year	Award For Or Against Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, KShs. equivalent)

This information is declared to be correct by (Tenderer’s authorised representative)

Name : Signature:

Position in the Firm: Date:

MANUFACTURER’S AUTHORIZATION FORM

To: Kenya Electricity Generating Company Limited,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O Box 479360-00100,

WHEREAS
[name of the Manufacturer]
who are established and reputable manufacturers of..... *[name*
and/or description for 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 for the above equipment
manufactured by us.

We hereby extend our full guarantee and warranty as per the General and Special 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 competent and having the power of attorney to bind the Manufacturer. It must be submitted
with and be part of the tender.