



**KENYA ELECTRICITY GENERATING COMPANY
LIMITED**

KGN-IT-01-2018

**TENDER FOR SUPPLY, DELIVERY AND
MAINTENANCE OF BRANDED LAPTOPS AND
PROJECTORS FOR KENYA ELECTRICITY
GENERATING COMPANY.**

(Reserved for YOUTH firms ONLY)

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

March 2018

SECTION A

INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the **Supply and Maintenance of Branded Laptops** 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

Fax: (254) (020) 3666200

Email: tenders@kengen.co.ke; zoriko@kengen.co.ke, jombongi@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 are advised from time to time to be checking the website for any uploaded further information on this tender.** Tenders MUST be accompanied by a tender securing declaration in the format specified in the tender documents, and must be submitted in a plain sealed envelope and marked “**SUPPLY DELIVERY AND MAINTENANCE OF BRANDED LAPOPS FOR KENGEN**” and addressed to:

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

Tenders must be dropped in the Tender box located on the ground floor of Stima Plaza III. On or before: **30TH April 10.00 a.m.** Tenders will be opened on **30TH April 10.30 a.m.** in the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor. The company reserves the right to vary the quantities.

KenGen Adheres to high standards of integrity in its business operations. Report any unethical behavior immediately. KenGen Call Tip-offs Anonymous system:

Toll Free: 0800722626,

Free Fax: 00800 007788

Email: kengen@tip-offs.com

Visit our web: www.tip-offs.com

SUPPLY CHAIN DIRECTOR

SECTION B

GENERAL INFORMATION

INTRODUCTION

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open only to the eligible supplier as described in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is/are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenya Electricity Generating Company Limited to Supply and Maintain Branded Laptops as per the specifications under this Invitation for tenders.
- 1.3 Tenderers shall be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 The 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 the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of the 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 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.

The Tender Document

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 to Tender
 - (ii) General Information
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements and price schedules
 - (vi) Technical Specifications
 - (vii) Tender Form
 - (viii) Tender Securing Declaration form
 - (ix) Contract Form

- (x) Performance Security Form
- (x) 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 tenderers 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 **Seven (7) 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, Kenya Electricity Generating Company Limited, 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. This modification must be uploaded at least three (3) days prior to the tender closure.

6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and this will be binding on them. Bidders are advised to be checking the website from time to time for any uploaded information on the tender.

6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kenya Electricity Generating Company Limited, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7. 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 Kenya Electricity Generating Company Limited, 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. Documents 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;
- (c) documentary evidence established in accordance with paragraph 13 that the IT Equipment and Maintenance services to be supplied by the tenderer are eligible and conform to the tender documents; and
- (d) tender security is furnished in accordance with paragraph 14

9. Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents and prices for the supply and maintenance of IT equipment.

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the supply and maintenance of IT equipment under the contract.

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

- (i) All duties, taxes and other levies payable by the Tenderer under the contract, or for any other cause relating to the tender. The tender price submitted by the Tenderer and the evaluation and comparison of the tenders by the Kenya Electricity generating Company Limited shall be made accordingly.
- (ii) Charges for inland transportation, insurance, and other local costs incidental to delivery of IT equipment to the final destination.

10.3 Prices quoted by the tenderer shall be fixed during the Tenderer'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 tenderer who will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For the tenderer who 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 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Kenya Electricity Generating Company Limited's satisfaction that the tenderer has the financial, technical, and production capability necessary to perform the contract effectively.

12.3 To be eligible for award of the contract, tenderers shall provide evidence satisfactory to the Employer, of their capacity and adequacy of resources to carry out the contract effectively.!

13. Eligibility and Conformity to Tender Document.

13.1 The tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents for the supply and maintenance of IT equipment that the tenderer proposes to supply under the contract.

14. Tender Security

14.1 Tenderer shall furnish tender security as specified in the appendix to instruction. 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, pursuant to paragraph 14.3

14.2 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, pursuant to paragraph 22.

14.3 The terms and condition for the tender securing Declaration form as a security are

(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 30

or

(ii) to furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for **120 days** or as specified in the tender documents after date of tender opening prescribed by Kenya Electricity Generating Company Limited, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by Kenya Electricity Generating Company Limited as non-responsive.

15.2 In exceptional circumstances, Kenya Electricity Generating Company Limited may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Tender

16.1 Kenya Electricity Generating Company Limited shall prepare **one (1) original** and **two (2) copies** of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. Written power-of-attorney accompanying the tender shall indicate the later authorization. The person or persons signing the tender shall initial all pages of the tender, except for un-amended printed literature.

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

Submission of Tenders

17. Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and each copy of the tender duly marking the envelope as **“ORIGINAL”** and **“COPY.”** The envelope shall then be sealed.

- 17.2 The envelope shall:

- (a) be addressed to Kenya Electricity Generating Company Limited at the following address:

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

- Bear, **“SUPPLY, DELIVERY AND MAINTENANCE OF ICT EQUIPMENT”** the Invitation for tenders (IFT), and the words: **“DO NOT OPEN BEFORE 30TH April 10.00 a.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, Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited at the address specified under paragraph 17.2 not later than **30TH April 10.00 a.m.**

- 18.2 Kenya Electricity Generating Company Ltd 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 Kenya Electricity Generating Company Ltd 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 Kenya Electricity Generating Company Limited 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

- 20.1 Kenya Electricity Generating Company Limited will open all tenders in the presence of tenderers' representatives who choose to attend, on **30TH April 10.30 a.m.** Stima Plaza, Phase III, Kolobot Road. 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 Kenya Electricity Generating Company Limited, at its discretion, may consider appropriate, will be announced at the opening.
- 20.3 Kenya Electricity Generating Company Limited will prepare minutes of the tender opening.

21. Clarification of Tenders

- 21.1 To assist in the examination, evaluation and comparison of tenders Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

22. Preliminary Examination

- 22.1 Kenya Electricity Generating Company Limited 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 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 Kenya Electricity Generating Company Limited may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, Kenya Electricity Generating Company Limited will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Kenya Electricity Generating Company Limited's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by Kenya Electricity Generating Company Limited and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Evaluation and Comparison of Tenders

- 23.1 Kenya Electricity Generating Company Limited will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 Kenya Electricity Generating Company Limited's evaluation of a tender will exclude and not take into account:
- (a) in the case Branded Laptops manufactured in Kenya or from foreign origin and already located in Kenya, sales and other similar taxes, which will be payable on IT equipment if a contract is awarded to the tenderer and
 - (c) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the supply offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the supply and maintenance of ICT equipment.
- 23.4 Kenya Electricity Generating Company Limited's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors:
- (a) The cost of supply and maintenance of ICT equipment
 - (b) delivery schedule offered in the tender
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (c) Previous experience in supply and maintenance of Branded Laptops
 - (d) Guarantee period

- (e) Equipment supplied, that is quality, model and country of origin. Catalogues/brochures detailing the models and all the relevant/comprehensive information/data for the Manufacturer of Branded Laptops supplied shall be appended.
- (f) Maintenance Contract
- (g) A financial due diligence may be carried out discretion of the employer

Pursuant to paragraph 23.4 the following **evaluation methods will be applied:**

Deviation in payment schedule.

Tenderers shall state their tender price for the payment schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Kenya Electricity Generating Company Limited may consider the alternative payment schedule offered by the selected tenderer.

24. Contacting Kenya Electricity Generating Company Limited

- 24.1 Subject to paragraph 21, no tenderer shall contact Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited 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, Kenya Electricity Generating Company Limited 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's 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, as well as such other information as Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited 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 compliant evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily

27. Procuring entity's Right to Vary quantities

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

28. Notification of Award

28.1 Prior to the expiration of the period of tender validity, Kenya Electricity Generating Company Limited will notify the successful tenderer in writing that its tender has been accepted.

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

28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Kenya Electricity Generating Company Limited will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

29. Signing of Contract

29.1 At the same time as Kenya Electricity Generating Company Limited notifies the successful tenderer that its tender has been accepted, Kenya Electricity Generating Company Limited will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

29.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kenya Electricity Generating Company Limited.

30. Performance Security

30.1 Within fifteen (15) days of the receipt of notification of award from Kenya Electricity Generating Company Limited, 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 Kenya Electricity Generating Company Limited.

30.2 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 and forfeiture of the tender security, in which event Kenya Electricity Generating Company Limited may make the award to the next lowest evaluated Candidate or call for new tenders.

31. Corrupt Fraudulent Practices

31.1 Kenya Electricity Generating Company Limited requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, Kenya Electricity Generating Company Limited: -

(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 Kenya Electricity Generating Company Limited, 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 Kenya Electricity Generating Company Limited 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.

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

APPENDIX TO INSTRUCTION TO TENDERERS

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

Instruction clause	Particulars of appendix to instructions to tenderers
Eligibility	This tender is reserved for YOUTH firms registered under YAGPO ONLY.
Clarification request by bidders	Clarification period for bidders is not later than 5 days prior to tender closure. Clarification request should be sent to tenders@kengen.co.ke and copied to zoriko@kengen.co.ke and jombongi@kengen.co.ke The client shall respond to clarification request not later than 3 days to tender closure
Additional information to tenders	Bidders are advised to be checking KenGen website from time to time for any uploaded information on the tender
Tender Security	Bidders shall be required to fill, sign and stamp the tender securing declaration form provided here-in. NO bid bond is required.
Number of copies to be submitted	<ol style="list-style-type: none"> 1. Number of copies to be submitted is One Original and Two copies. 2. Document pagination and referenced table of content.
Tender closure	Deadline of tender submission is 30TH April 10.00 a.m.
Evaluation Requirements	<p>Stage 1. Preliminary Evaluation /Mandatory Requirements:</p> <ol style="list-style-type: none"> 1. Duly filled, signed and stamped Tender Securing Declaration form provided below. 2. Duly filled, signed and stamped mandatory confidential business questionnaire. 3. Duly filled, signed and stamped price schedule 4. Duly filled, signed and stamped form of tender 5. Evidence of bank account in the business name. 6. Valid Tax Compliance Certificate 7. Certificate of Incorporation/Business Registration 8. Both YAGPO certificate and CR12 form. 9. Brochures with clear literature on the specifications of what is offered. 10. Manufacturers Authorization (Due diligence will be done with the manufacturer to confirm authenticity). <p>Stage 2 .TECHNICAL EVALUATION</p> <ol style="list-style-type: none"> 11. Attach a sample of a comprehensive SLA (Service Level Agreement) to be negotiated with KenGen. 12. Must demonstrate evidence of: <ol style="list-style-type: none"> i) Transportation capability (attach logbooks of at least 3 (three) vehicles in the name of the firm or if leased/JV,

	<p>attach at least 3 (three) current lease/<i>JV</i> agreements together with the logbooks.</p> <p>ii) Attach CVs of at least 3 (three) technical experts with at least a Diploma in ICT and five years of relevant experience.</p> <p>iii) Bidder must fulfill all the technical specifications of the solution. A written literature/brochure with demonstration must be attached to proof technical conformance to the technical requirements.</p> <p>NOTE: Bidders must comply with the mandatory requirements and minimum technical requirement to be considered for the financial evaluation.</p> <p>Stage 3: FINANCIAL EVALUATION:</p> <p>The following will be mandatory requirements under this stage:</p> <ul style="list-style-type: none">- Duly filled price schedules as required - no partial pricing is acceptable- The summation of price schedules as given in the tender must correspond with the total as given in the tender form.- The amount given in the tender is not subject to error correction. Major errors in the price schedule and tender form will lead to disqualification- The Lowest evaluated bidder (in consideration of the prevailing market prices) will be considered for award.
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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 Kenya Electricity Generating Company Limited 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 tenderer” means the individual or firm supplying and maintaining IT equipment under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by Kenya Electricity Generating Company Limited for supply and maintenance of IT equipment.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the IT equipment was manufactured.

3.2 The origin of IT equipment is distinct from the nationality of the tenderer.

4. Standards

4.1 The IT equipment under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without Kenya Electricity Generating Company Limited’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 Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited’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 Kenya Electricity Generating Company Limited and shall be returned (all copies) to Kenya Electricity Generating Company Limited on completion of the Tenderer’s performance under the Contract if so required by Kenya Electricity Generating Company Limited.

6. Patent Rights

- 6.1 The tenderer shall indemnify Kenya Electricity Generating Company Limited against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the manufactured IT equipment or any part thereof in Kenya.

7. Performance Security

- 7.1 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 specified in Special Conditions of Contract.
- 7.2 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.
- 7.3 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.
- 7.4 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.

8. Inspection and Tests

- 8.1 Kenya Electricity Generating Company Limited or its representative shall have the right to inspect and/or to test the supplied IT equipment to confirm its conformity to the Contract specifications. Kenya Electricity Generating Company Limited 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 manufactured IT equipment 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 Kenya Electricity Generating Company Limited.
- 8.3 Should any inspection or test of the IT equipment fail to conform to the Specifications, Kenya Electricity Generating Company Limited may reject it, and the tenderer shall either replace the rejected IT equipment or make alterations necessary to meet specification requirements free of cost to Kenya Electricity Generating Company Limited.
- 8.4 Kenya Electricity Generating Company Limited's right to inspect, test and, where necessary, reject the IT equipment after arrival shall in no way be limited or waived by reason of the IT equipment having previously been inspected, tested, and passed by Kenya Electricity Generating Company Limited or its representative prior to its delivery.

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

9. Packing

9.1 The tenderer shall provide such packing of the IT equipment as is required to prevent their damage or deterioration during transit to its 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 IT equipment shall be made by the tenderer in accordance with the terms specified by Kenya Electricity Generating Company Limited.

11. Insurance

11.1 The IT equipment 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.

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 Kenya Electricity Generating Company Limited as specified in the contract.

13. Prices

13.1 Prices charged by the tenderer for the supply and maintenance of IT equipment under 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 Kenya Electricity Generating Company Limited's prior written consent.

15. Subcontracts

15.1 The tenderer shall notify Kenya Electricity Generating Company Limited 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 Kenya Electricity Generating Company Limited 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 the IT equipment within the period(s) specified in the Contract, or within any extension thereof granted by Kenya Electricity Generating Company Limited.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgement of Kenya Electricity Generating Company Limited has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event Kenya Electricity Generating Company Limited terminates the Contract in whole or in part, it may upon such terms and in such manner as it deems appropriate, buy Branded Laptops similar to the one undelivered, and the tenderer shall be liable to Kenya Electricity Generating Company Limited for any excess costs for the supply and maintenance of IT equipment.

17. Liquidated Damages

17.1 If the tenderer fails to supply and maintain the IT equipment within the period(s) specified in the contract, Kenya Electricity Generating Company Limited shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the delayed Branded Laptops up to a maximum deduction of 10%. After this Kenya Electricity Generating Company Limited may consider termination of the contract.

18. Resolution of Disputes

18.1 Kenya Electricity Generating Company Limited 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21. "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.

21. Local Taxation

- 1.1 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.
- 1.2 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.
 - 1.2.1 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 1.2 above.

2.0 Tax Deduction

- 2.1 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.
- 2.2 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.

3.0 Tax Indemnity

- 3.1 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.
- 3.2 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.
 - 3.2.1 Where the amount in 3.2 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

SECTION D

SPECIAL CONDITIONS OF CONTRACT

1. Definitions (Clause 1)

The Purchaser 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. Application

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.

3. Performance Security

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

3.2 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.

3.3 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. Inspections and Tests

All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya; Consignments arriving at Kenyan Ports without this document will be denied entry into the Country. Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.

5. Delivery Period

The preferred delivery period is **45 days** from the date of signing the contract.

6. Place of Delivery

The point of delivery is as per the Distribution Table (Section F) for each respective area.

7. Payment Terms & Conditions

The credit period shall be:-

7.1(a) Kenya Electricity Generating Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.

7.1(b) Payment shall be made through Kenya Electricity Generating Company's cheque or telegraphic transfer for the amount of contract. The terms shall be:-

(i) Strictly Delivered and Duty Paid (**DDP**), to KenGen stores.

8. Advance Payment

Advance Payment is not applicable.

21. Notices:

For the Purchaser:

The Company Secretary, Legal Affairs Director
Kenya Electricity Generating Company Ltd.
Stima Plaza Phase III, Kolobot Road, Parklands
P.O Box 47936- 00100,
NAIROBI.
TEL: 3666706
FAX (254) (020) 3666200

22. Service level Agreement /Maintenance schedule

Immediately after award and acceptance, the employer will negotiate with the supplier on the service level requirements will form part of the contract.

SECTION E

TECHNICAL SPECIFICATIONS & PRICE SCHEDULE

A. Minimum specifications for Branded Laptop 14”

SPECIFICATIONS FOR BRANDED LAPTOPS				
NO.	ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
	Quantity	Units	264	
1.	Make & Source	Type	Notebook	
		Brand Name	Specify	
		Model	Specify	
		Equipment category	Enterprise/Business	
		Country of Origin	Specify	
		Operating System	Genuine Windows 10 Professional pre-installed (64 bit)	
			CD/DVD drivers and operating System (for OS recovery)	
2.	Processor	Manufacture	Intel	
		Technology	Intel® core i5 7 th Generation	
3.	Memory	Installed RAM	12 GB	
		Memory Technology	DDR3 SDRAM	
		RAM expandable to	16 GB	
		Memory slots	2 SODIMM slots supporting dual channel memory	
4.	Storage Devices	Hard Drive Capacity	500GB, 7200 rpm	
		Controller Type	SATA	
5.	Display/ Graphics	Display Size (Min.)	14” WSXGA, 2 MP Webcam.	
		Resolution	1680 x 1050	
		Laptop Display Type	Touchscreen display	
6.	Audio (On board)	Internal audio	High definition Audio, Stereo Speakers.	
7.	Networking	Data Link protocol	Ethernet, 802.11g, Fast Ethernet, Gigabit Ethernet 10/100/1000-Mbps	
			RJ-45 Connector	
			Wireless	
			Bluetooth	

8.	Input Method	Keyboard, Touchpad, Mouse	In-built	
9.	External Mouse	Type	Genuine Branded USB Mouse from dealer	
10.	Ports and Connectivity (In-build)	USB Ports	3	
		HDMI	1	
		Sim Card slot	1	
		Memory card Reader	SD Card, SDHC Card, SDXC Card	
		Docking station port		
11.	Battery	Technology	Lithium	
		Average Run Time	5 Hours.	
12.	Power	Support Voltage	100-240 VAC 50-60 Hz	
13	Weight	Maximum Weight	2 Kgs	
14	Warranty	All Parts & Labor including consumables replacements (batteries and adaptors)	3 year warranty -All Parts & Labor including consumables replacements (batteries and adaptors)	
15	Case/Bag	Type	Genuine Branded bag from dealer (Attach brochure)	
16	Cable lock	Laptop cable security lock (Physical)	Genuine Branded security cable (Attach brochure)	
17	Energy Efficiency	Compliance	ENERGY STAR	
18	Photo of the item	Photo of the item and associated accessories	Attach brochures	
19	Authorization	Dealership	Attach Proof from manufacturer	

B. Minimum specifications for Branded Laptop 15.6” with numeric keypad

SPECIFICATIONS FOR BRANDED LAPTOPS				
NO.	ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
	Quantity	Units	273	
1.	Make & Source	Type	Notebook	
		Brand Name	Specify	
		Model	Specify	
		Equipment category	Enterprise/Business	
		Country of Origin	Specify	
		Operating System	Genuine Windows 10 Professional pre-installed (64 bit)	

			CD/DVD drivers and operating System (for OS recovery)	
2.	Processor	Manufacture	Intel	
		Technology	Intel® core i5	
			7 th Generation	
3.	Memory	Installed RAM	12 GB	
		Memory Technology	DDR3 SDRAM	
		RAM expandable to	16 GB	
		Memory slots	2 SODIMM slots supporting dual channel memory	
4.	Storage Devices	Hard Drive Capacity	500GB, 7200 rpm	
		Controller Type	SATA	
5.	Display/ Graphics	Display Size (Min.)	15.6” WSXGA, 2 MP Webcam.	
		Resolution	1680 x 1050	
		Laptop Display Type	Touchscreen display	
6.	Audio (On board)	Internal audio	High definition Audio, Stereo Speakers.	
7.	Networking	Data Link protocol	Ethernet, 802.11g, Fast Ethernet, Gigabit Ethernet 10/100/1000-Mbps	
			RJ-45 Connector	
			Wireless	
			Bluetooth	
8.	Input Method	Full Keyboard with numeric keypad, Touchpad Mouse	In-built	
9.	External Mouse	Type	Genuine Branded USB Mouse from dealer	
10.	Ports and Connectivity (In-build)	USB Ports	3	
		HDMI	1	
		Sim Card slot	1	
		Memory card Reader	SD Card, SDHC Card, SDXC Card	
		Docking station port		
11.	Battery	Technology	Lithium	
		Average Run Time	5 Hours.	
12.	Power	Support Voltage	100-240 VAC 50-60 Hz	
13	Weight	Maximum Weight	2 Kgs	
14	Warranty	All Parts & Labor including consumables replacements (batteries and adaptors)	3 year warranty -All Parts & Labor including consumables replacements (batteries and adaptors)	

15	Case/Bag	Type	Genuine Branded bag from dealer (Attach brochure)	
16	Cable lock	Laptop cable security lock (Physical)	Genuine Branded security cable (Attach brochure)	
17	Energy Efficiency	Compliance	ENERGY STAR	
18	Photo of the item	Photo of the item and associated accessories	Attach brochures	
19	Authorization	Dealership	Attach Proof from manufacturer	

Training

NO.	ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1	Training for 20 KenGen technical staff for 3 weeks in a certified in a certified center	Latest Windows and Advance Office Products (Excel, Word and PowerPoint) Training	Latest Windows and Advance Office Products (Excel, Word and PowerPoint) Training	

Important note:

- 1) Offers for Supply, Repair & Maintenance and training must **be complete**. A quote with incomplete offer for Supply, Repair and Maintenance and Training will be disqualified as non-responsive. You must **strictly** use the specification tables provided in the response for your offer and fill all the boxes provided. Leaving any box not filled will be interpreted as **not compliant** leading to disqualification.
- 2) Bidders **MUST** supply separately: CD/DVD drivers and operating System (for OS recovery for both batches A and B). This **must** clearly be stated in the bid response.

SECTION F

SCHEDULE OF REQUIREMENTS

1. Equipment requirement schedule

Equipment Schedule	Item No.	Equipment Type	Units required
Branded Laptop 14”	1	Branded Laptops	264
Branded Laptop 15.6” with numeric keypad	2	Branded Laptops	273
Total No of units			537

Deliveries for the above units will be made to KenGen’s Stations located across the country as indicated below. Successful bidder(s) will be required to confirm any changes on distribution prior to delivery.

DISTRIBUTION TABLE

Schedule A: Branded Business Laptops 14” with numeric keypad

	Delivery Station	Business Area	Branded Laptops
1	Head Office	Head office (Stima Plaza, RBS, Msa Rd, Ngong, Embakasi (GT))	100
2	Kipevu	Thermal (Kipevu, Lamu)	20
3	Seven Forks	Eastern Hydros (Main)	16
4	Upper Tana	Upper Tana	10
5	Olkaria (Plaza)	Geothermal	100
6	Sondu Miriu	Western Hydros (Sondu, Gogo, Sosiani, Turkwel)	21
		Sub-Total	<u>264</u>

Schedule B: Branded Business Laptops 15.6” with numeric keypad

	Delivery Station	Business Area	Branded Laptops
1	Head Office	Head office (Stima Plaza, RBS, Msa Rd, Ngong, Embakasi (GT))	102
2	Kipevu	Thermal (Kipevu, Lamu)	14
3	Seven Forks	Eastern Hydros (Main)	15

4	Upper Tana	Upper Tana	16
5	Olkaria (Plaza)	Geothermal	106
6	Sondu Miriu	Western Hydros (Sondu, Gogo, Sosiani, Turkwel)	20
		Sub-Total	<u>273</u>

		Total units (Schedule A+B)	<u>537</u>
--	--	-----------------------------------	-------------------

Repair and Maintenance (R & M)

Suppliers **must** quote for Repair and Maintenance for above equipment for a period of (3) three years while providing a detailed coverage document on the following:

- i.) **Contract Type:** Repair and Maintenance
- ii.) **Equipment:** All Laptops,
- iii.) **Scope:** This will cover;
 - a) Bi-annual (twice yearly) Routine Maintenance (Two visits per year) for all the equipment.
This includes but not limited to: -assessing equipment performance, physical cleaning, Hard disk software cleaning, status reports, etc.)
 - b) Provision of Complete Maintenance Schedule
 - c) SLA. To include on-call support. Indicate response time for corrective & part replacements, repair & maintenance, Standby equipment, Escalation process, etc.
- iv.) Technical Staff Capacity/ Qualifications
- v.) List of other clients
- vi.) Etc.

Note:

- Upon the award for supply of above equipment, a comprehensive Repair and Maintenance Contract /Service Level Agreement (SLA) will be signed by both the supplier and the client (KenGen).
- Payment for the Repair and Maintenance shall be made bi-annually on completion of every scheduled preventive maintenance exercise.

SECTION G

PRICE SCHEDULE

Part A: Supply Prices

	Product Description	(Qty)	Unit Price	Discount on Unit Price	16% V.A.T	Total Unit cost (Incl. VAT)	Total Product cost (Incl. VAT)
1	Branded Business Laptops 14” with numeric keypad						

2	Branded Business Laptops 15.6” with numeric keypad						
TOTAL							

Part B: Repair and Maintenance (R & M) Price

NO.	Product Description	(Qty)	Semi-annual Cost per Unit (KShs)	V.A.T (KShs)	Semiannual Cost per Unit (Incl. of VAT) (KShs)	Total Unit cost for 3 yrs (Incl. VAT) (KShs)
1	Branded Business Laptops 14” with numeric keypad					
2	Branded Business Laptops 15.6” with numeric keypad					
TOTAL						

Part C: Training

	Product Description	(Qty)	Unit Price	Discount on Unit Price	16% V.A.T	Total Unit cost (Incl. VAT)	Total Product cost (Incl. VAT)
1	Training	20					
TOTAL							

Part D: Supply, Repair & Maintenance (R & M) and Training

NO.	Category	Cost in Kenya Shillings (Kshs.)
1	Grand Total (Part A):- Supply Cost	
2	Grand Total (Part B): - R & M Cost	
3	Grand Total (Part C): Training Cost	
	Overall Total Cost	

Note: It is mandatory to quote for the two (2) price schedules - Supply (Part A) and Repair and Maintenance (Part B) otherwise tender shall be declared non-responsive.

For Local Suppliers

Total Cost	
Discount (%) if any	
Local Taxes- Duty	
Local Taxes- VAT	
Local Taxes- GOK/IDF	
Other Charges, e.g. transport/handling/Clearance	
Other Charges (if any)	
Total Cost to various KenGen Power Station Stores	
Country of Origin	
Currency of Tender	
Delivery Period	
Name and address of local agent for the equipment offered	

TOTAL CARRIED TO THE FORM OF TENDER: _____

TENDERER'S NAME: _____

TENDERER'S SIGNATURE _____

COMPANY'S RUBBER STAMP _____

SECTION H TENDER FORM

Date: _____

To: Kenya Electricity Generating Company
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. Box 47936-00100
NAIROBI, KENYA

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda nos.....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, repair and maintain **Branded Laptops** 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 the goods and services 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 offor the performance of the Contract, in the form prescribed by Kenya Electricity Generating Company.
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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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 and on behalf of _

SECTION I
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 three years 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]

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 J

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2012 between **Kenya Electricity Generating Company Limited** of Kenya (hereinafter called “the Procuring entity”) of the one part and.....of..... [city and country of tenderer] (Hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz., **Branded Laptops** and has accepted a tender by the tenderer for the supply of those goods 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.
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 provision 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, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____

SECTION K

PERFORMANCE SECURITY FORM

(in the bank's letterhead)

To: Kenya Electricity Generating Company
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. Box 47936-00100
NAIROBI, KENYA

WHEREAS *[name of tenderer]* (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 2016 to supply **Branded Laptops** (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:

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 figures], 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 your 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_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SECTION L
MANUFACTURER'S AUTHORIZATION FORM
(To be manufacturer's Letterhead)

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

WHEREAS

[name of the Manufacturer]

who are established and reputable manufacturers of **Branded Laptops** having factories at.....

[address of factory]

do hereby authorize.....

[name and address of Agent]

to submit a tender, and subsequently negotiate and sign the Contract with you against tender No.....

[reference of the Tender]

for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract **for Supply of Branded Laptops** 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.

SECTION M

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant(s).....

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

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.
.....Location of business premises:
CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No'sE-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
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 (*Attach brochures*)

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public
Company Profile (Attach brochures or annual reports in case of public companies)
State the nominal and issued capital of the Company
Nominal KShs
Issued KShs
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....
2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.

Full Names
Signature
Dated this day of 2018.
In the capacity of
Duly authorized to sign Tender for and on behalf of

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

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

Full Names
Signature
Dated this day of 2018.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

- a)
- b)

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

Signed
For and on behalf of M/s
.....
In the capacity of

Dated this day of 2018.
Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)

For and on behalf of M/s
In the capacity of
Dated this day of 2018

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No

..... (Delete as necessary) Institution

.....

(Title) (Signature) (Date)

Part 2(i) – 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) – 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

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