



# **KenGen**

**Kenya Electricity Generating Company Limited**

**KGN-PR-17-2017**

**TENDER FOR PRODUCTION, PLACEMENT AND  
MAINTENANCE OF DIRECTIONAL & LED SIGNAGE  
(Open National Tender)**

**Kenya Electricity Generating Company Ltd  
Stima Plaza, Kolobot Road, Parklands  
P.O. Box 47936 - 00100  
NAIROBI, KENYA  
Website: [www.kengen.co.ke](http://www.kengen.co.ke)**

**December, 2017**

# Table of Contents

		Page
Section B	INVITATION FOR TENDERS	3
Section C	GENERAL INFORMATION	4
Section D	GENERAL CONDITIONS OF CONTRACT	13
Section E	SPECIAL CONDITIONS OF CONTRACT	18
Section F	TECHNICAL SPECIFICATIONS	20
Section G	PRICE & SCHEDULE OF REQUIREMENTS	21
Section H	TENDER FORM	22
Section I	TENDER SECURITY FORM	23
Section J	CONTRACT FORM	24
Section K	PERFORMANCE SECURITY FORM	25
	CONFIDENTIAL MANDATORY BUSINESS QUESTIONNAIRE	32

## SECTION A: INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates to tender for **Production, Placement and Maintenance of Directional & LED Signage** whose specifications are detailed in the Tender Documents. Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

Supply Chain Director, Kenya Electricity Generating Company Limited, Ground Floor, Stima Plaza, Phase III , Kolobot Road, Parklands , P O Box 47936 – 00100 , NAIROBI, KENYA , Tel: (254) (020) 3666000  
Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) , c.c.: [fochieng@kengen.co.ke](mailto:fochieng@kengen.co.ke)

Where the tender document may be collected upon payment of a non-refundable fee of Kenya Shillings **One Thousand (KShs.1,000.00)** paid in cash at any KenGen office or through a banker's cheque. The document can also be viewed and downloaded from the website [www.kengen.co.ke](http://www.kengen.co.ke) Bidders who download the tender document from the website are advised to notify through [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) to facilitate subsequent additional information.

Bidders are advised to read carefully and understand the contents of the tender document before bidding. All the additional information inform of clarification and addendum will be uploaded on the website and will form part of the tender. Tenders must be accompanied by a security in the form and amount specified in the tender documents and delivered in a plain sealed envelope addressed to:-

Company Secretary, Legal & Corporate Affairs Director,  
Kenya Electricity Generating Co. Ltd.  
10<sup>th</sup> Floor, RBS 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 **Monday, 5<sup>th</sup> February 2018 at 2.00p.m.** There will be mandatory site visits as per schedule provided below (Page 4). Tenders will be opened on **Monday, 5<sup>th</sup> February 2018 at 2.30 p.m.** in the presence of the candidates' representatives who choose to attend at Supply Chain Meeting Room, Ground Floor.

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](mailto:kengen@tip-offs.com)  
Visit our web: [www.tip-offs.com](http://www.tip-offs.com)

### **SUPPLY CHAIN MANAGER**

## Site Visit Schedule

No.	REGION	AREAS TO BE COVERED	SITE VISIT DATES	MEETING POINT AS FROM 10.00 a.m.
1.	Nairobi	Ngong Mombasa Road Stima Plaza	8 <sup>th</sup> January, 2018	Stima Plaza
2.	Olkaria	Geothermal Plaza Eburru	8 <sup>th</sup> January, 2018	Geothermal Plaza, Olkaria
3.	Seven Forks	Kamburu Kiambere	11 <sup>th</sup> January, 2018	Matendeni Club
		Gitaru Kindaruma Masinga	12 <sup>th</sup> January, 2018	Gitaru Power Station
4.	Upper Tana	Tana Wanjii Mesco	15 <sup>th</sup> January, 2018	Tana Power Station
		Sagana	16 <sup>th</sup> January, 2018	Sagana
5.	Western Hydros	Muhoroni Sondur	18 <sup>th</sup> January, 2018	Muhoroni Power Station
		Gogo	19 <sup>th</sup> January, 2018	Gogo Power Station
		Sosiani	19 <sup>th</sup> January, 2018	Sosiani Power Station
		Turkwel	19 <sup>th</sup> January, 2018	Kitale KenGen Offices
6.	Mombasa	Kipevu	22 <sup>nd</sup> January, 2018	Kipevu Power Station

**NB:**

1. Bidders are advised to make their own logistical arrangements for the site visits to various areas as scheduled above.
2. Bidders who attended the site visits in May 2017 need not go round again
3. Contact person is Philip Mukusya.
4. **The bidders who attended the site visits in the original tender which was terminated, need not attend this time again.**

# Section C – Instructions to Tenderers

## Introduction

### 1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the tender document. Successful tenderers shall complete the contract by the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
2. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 3. Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring entity, 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 for Tenders
  - (ii) General Information
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Technical Specifications
  - (vi) Price & Schedule of Requirements
  - (vi) Tender Form
  - (vii) Tender Security Form
  - (viii) Contract Form
  - (ix) Performance Security 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 facsimile at the entity's address indicated in the Invitation for Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than **five (5) days** prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entity's response (including an explanation of the query but

without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender document.

## **6. Amendment of Documents**

- 6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.
- 6.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by facsimile, and will be binding on them.
- 6.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **Preparation of Tenders**

### **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 Procuring entity, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

### **8. Documents Comprising the Tender**

- 8.1 The tender prepared by the Tenderer shall comprise the following components:
  - (a) Tender Forms 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) Tender security furnished is 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, indicating the goods to be supplied, a brief description of the goods, quantity and prices.

### **10. Tender Prices**

- 10.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices and total tender price of the goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be the cost of the Goods including all customs duties and sales and VAT and other taxes payable.

10.3 Prices quoted by the Tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

## **11. Tender Currencies**

11.1 Prices shall be quoted in shall be quoted in Kenya shillings or any other freely convertible currency.

## **12. Tenderers Eligibility and Qualifications**

12.1 Pursuant to paragraph 1 of section C, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.3 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

## **13. Tender Security**

13.1 **The Tenderer shall furnish as indicated in the appendix below.**

13.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 14.7.

13.3 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 the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

13.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 21.

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

13.6 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 30 and furnishing the performance security, pursuant to paragraph 31.

13.7 The tender security may be forfeited:

- (a) if a Tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful Tenderer, if the Tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30

**or**

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

#### **14. Validity of Tenders**

- 14.1 Tenders shall remain valid for **90 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. 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.

#### **15. Format and Signing of Tender**

- 15.1 The Tenderer shall prepare **TWO** copies of the tender, clearly marking "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern. Tenders not meeting this requirement shall not be evaluated by the procuring entity
- 15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.
- 15.3 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 initialled by the person or persons signing the tender.

### **Submission of Tenders**

#### **16. Sealing and Marking of Tenders**

- 16.2 The Tenderer shall seal the original and copies of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope.
- 16.3 The inner and outer envelopes shall :

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

Company Secretary/Legal Affairs Director  
Kenya Electricity Generating Co. Ltd.  
Stima Plaza Phase III 7<sup>th</sup> Floor  
Kolobot Road, Parklands  
P O Box 47936 - 00100  
NAIROBI, KENYA



(b) bear, “**TENDER FOR PRODUCTION, PLACEMENT AND MAINTENANCE OF DIRECTIONAL & LED SIGNAGE**” the Invitation for tenders (IFT) and the words: “**DO NOT OPEN BEFORE Monday, 5<sup>th</sup> February 2018 at 2.00 p.m.**”

16.4 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”.

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

## **17. Deadline for Submission of Tenders**

17.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 not later than **Monday, 5<sup>th</sup> February 2018 at 2.00 p.m.**

17.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Modification and Withdrawal of Tenders**

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

18.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by facsimile, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

18.4 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.

## **Opening and Evaluation of Tenders**

### **19. Opening of Tenders**

**19.1** The Procuring entity will open the tenders on the **Monday, 5<sup>th</sup> February 2018 at 2.30 p.m.**

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

### **21. Clarification of Tenders**

21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the Tenderer for a clarification of its tender. The request for

clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.

21.2 Any effort by the Tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

## **22. Preliminary Examination**

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

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

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

22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

## **23. Evaluation and Comparison of Tenders**

- 23.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 KenGen's evaluation of a tender will exclude and not take into account any allowance for price adjustment during the period of execution of the contract
- 23.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.4 and in the technical specifications:
- (a) Work Plan proposed in the tender;
  - (b) Compliance with technical specifications;
  - (c) Experience and capacity of the bidder to carry out the assignment.

Pursuant to paragraph 23.3 the following evaluation methods will be applied:

(a) ***Delivery schedule***

- (i) The Procuring entity requires that the Goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the Procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule***

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base 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. The Procuring entity may consider the alternative payment schedule offered by the selected Tenderer.

## **24. Contacting the Procuring entity**

- 24.1 Subject to paragraph 21, no Tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2 Any effort by a Tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **Award of Contract**

## **25. Post-qualification**

- 25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer'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 12.3, as well as such other information, as the Procuring entity deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **26. Award Criteria**

26.1 Subject to paragraph 10, 23 and 28, the Procuring entity will award the contract to the successful Tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

## **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. Procuring entity's Right to Accept or Reject Any or All Tenders**

28.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or tenderers or any obligation to inform the affected Tenderer or tenderers of the grounds for the Procuring entity's action.

## **29. Notification of Award**

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

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

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

### **30. Signing of Contract**

- 30.1 At the same time as the Procuring entity notifies the successful Tenderer that its tender has been accepted, the Procuring entity will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within fifteen (15) days of receipt of contract form, the successful Tenderer shall sign and date the contract and return it to the preparing entity.

### **31. Performance Security**

- 31.1 Within fifteen (15) days of the receipt of notification of award from the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 31.2 Failure of the successful Tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **32. Corrupt Fraudulent Practices**

- 32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
  - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 32.2 Furthermore, Tenderers shall be aware of the provision stated in the General Conditions of Contract.

## Appendix to Instructions to Tenderers

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</b>
Eligibility	<i>Only suppliers registered in Kenya are eligible</i>
Clarification request	<i>Bidders with clarification requests must send the issues for clarification to <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a> and copy to <a href="mailto:fochieng@kengen.co.ke">fochieng@kengen.co.ke</a> Any additional information issued will be uploaded on KenGen website.</i>
Tender security	<i>Tender security of <b>KSh 100,000</b> shall be furnished in the form of Cash, Bank guarantee and approved insurance companies. The security must be valid for at least 30 days beyond tender validity, i.e. <b>150 days</b>.</i>
Tender validity	<i>Tenders must be valid for <b>120 days</b> after opening.</i>
Evaluation requirements	<p><b>A. Preliminary evaluation: Mandatory Requirements</b></p> <p><i>Bidder to fulfil all the following:-</i></p> <ul style="list-style-type: none"> <li>• <i>Duly filled, signed and stamped Tender Form</i></li> <li>• <i>Duly filled, signed and stamped Price Schedules including Local Authorities Costs and Annual Maintenance costs (transport included)</i></li> <li>• <i>Valid Tender Security</i></li> <li>• <i>Submission of One Original and Two Copies</i></li> <li>• <i>Copy of Certificate of Incorporation/Registration</i></li> <li>• <i>Valid Business Permit</i></li> <li>• <i>Valid Tax Compliance Certificate</i></li> <li>• <i>Duly serialized, paginated with referenced table of content</i></li> <li>• <i>Evidence of Site Visit</i></li> <li>• <i>Attach coloured design works for the signs to be supplied</i></li> </ul> <p><b>B. Technical Mandatory Requirements</b></p> <ul style="list-style-type: none"> <li>• <i>Please refer to the table below for Technical Requirements</i></li> <li>• <i>Technical responsiveness evaluation shall be based on PASS or FAIL methodology against ALL the parameters given in the technical evaluation criteria.</i></li> </ul> <p><b>C. Financial Evaluation</b></p> <ul style="list-style-type: none"> <li>• <i>The lowest evaluated bidder will be considered</i></li> <li>• <i>All quoted prices must be inclusive of all the applicable taxes</i></li> </ul>
2.27.7	<i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i>

Corrupt & Fraudulent Activities	<p><i>'KenGen adheres to high standards of integrity in its business operations.</i></p> <p><i>Report any unethical behavior immediately.</i></p> <p><i>KenGen Call Tip-offs Anonymous system Toll Free: 0800722626</i></p> <p><i>Free Fax: 00800 007788</i></p> <p><i>Email: <a href="mailto:kengen@tip-offs.com">kengen@tip-offs.com</a></i></p> <p><i>Visit our web: <a href="http://www.tip-offs.com">www.tip-offs.com</a></i></p>
---------------------------------	--

## **TECHNICAL EVALUATION CRITERIA**

The numbers of points to be given under each of the evaluation criteria are:

	<b>CRITERIA</b>	<b>RESPONSIVENESS TO THE EVALUATION PARAMETERS (PASS OR FAIL)</b>
1	Evidence of previous jobs done and evidence of the specific experience of the firm in relation to the assignment (at least 3 jobs in the last 5 years).	
2	Possession of a warehousing or production site (proof needed): - Owned premises with all processes in-house or Owned premises with part processes in-house	
3	Program for an bi-annual maintenance schedule for the different areas	
4	Proposed key staff for the assignment, including qualification and competence of the staff for the assignments (CV's attached) (At least 3 key staff and Include Organogram)	
5	Design/activities, time schedule and adequacy of the proposed work plan and methodology in responding to the Technical Requirements	
6	Delivery period - 2 months	
	<b>AGGREGATE RESPONSIVENESS (PASS OR FAIL)</b>	

***A tender shall be rejected at this stage if it fails to PASS on ALL the above six technical evaluation parameters.***

# Section D - General Conditions of Contract

## 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the Tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all materials, which the Tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means Kenya Electricity Generating Company Limited.
- (e) “The Tenderer” means the individual or firm supplying the Directional Signage, under this Contract.

## 2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the **production, placement and maintenance of directional signage**.

## 3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the **production of directional signage** was done.

## 4. Standards

4.1 The **production, placement and maintenance of directional signage** 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 the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

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

5.2 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity.



## **6. Patent Rights**

- 6.1 The Tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the **production, placement and maintenance of directional signage** or any part thereof in the Procuring entity's country.

## **7. Performance Security**

- 7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 7.1 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Procuring entity, in the form provided in the tender documents.
- 7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

## **8. Quality Checks and Inspection**

- 8.1 The Procuring entity or its representative shall have the right to carry out quality checks to confirm their conformity to the Contract specifications. The Procuring entity shall notify the Tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and checks may be conducted on the premises of the Tenderer or its subcontractor(s), at point of delivery, and/or at the final destination. If conducted on the premises of the Tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 8.3 Should any inspected or checked goods fail to conform to the Specifications, the Procuring entity may reject them and the Tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 8.4 The Procuring entity's right to inspect, check and, where necessary, reject the Goods after the arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, checked, and passed by the Procuring entity or its representative prior to the 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 goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Tenderer in accordance with the terms specified by Procuring entity in the Special Conditions of Contract, Technical Specifications and Schedule of Requirements.

## **11. Insurance**

- 11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special Conditions of Contract Technical Specifications and Schedule of Requirements.

## **12. Payment**

- 12.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in Special Conditions of Contract.
- 12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

## **13. Prices**

- 13.1 Prices charged by the Tenderer for the Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Tenderer in its tender.

## **14. Assignment**

- 14.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

## **15. Subcontracts**

- 15.1 The Tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Tenderer from any liability or obligation under the Contract.

## **16. Termination for Default**

- 16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer, terminate this Contract in whole or in part:

- (a) if the Tenderer fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity;
- (b) if the Tenderer fails to perform any other obligation(s) under the Contract;
- (c) if the Tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

## **17. Liquidated Damages**

17.1 If the Tenderer fails to deliver or delays any or all of the Goods within the period(s) specified in the contract, the Procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the undelivered or delayed Goods up to a maximum deduction of 10% of the undelivered or delayed Goods. After this the Procuring entity may consider termination of the contract.

## **18. Resolution of Disputes**

18.1 The Procuring entity and the Tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, the provisions of the Arbitration Act of the Laws of Kenya shall apply.

## **19. Language and Law**

19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

## **20. Force Majeure**

20.1 The Tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

# Section E - Special Conditions of Contract

## 1. Applications

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

## 2. Definitions

- 2.2 The “Procuring entity” is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936 - 00100 GPO, Nairobi, Kenya** and includes the Procuring entity’s legal representatives, successors or assigns.

## 3. Performance Security

- 3.1 The Performance Security shall be in the amount of 10% of the total Contract Price
- 3.2 The Procuring Entity shall not be required to demonstrate the loss it has suffered.
- 3.3 Performance Security shall be valid for a minimum of **60** days after shipment in case of Foreign Suppliers and a minimum of **30** days after delivery in case of Local Suppliers.
- 3.4 Performance Security for Foreign Suppliers shall be discharged by the Procuring Entity and returned to the Suppliers not earlier than 60 days after the date of shipment. For Local Suppliers it shall be discharged after proof of satisfactory delivery and acceptance of the goods under the contract

## 4. Delivery

The preferred delivery period is **one (1) month** from the date of signing the contract.

## 5. Payment Terms & Conditions

The credit period shall be:-

- 5.1 for **local suppliers**, 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.
- 5.2 Payment shall be made through Kenya Electricity Generating Company’s cheque or Telegraphic Transfer for the amount of contract. The terms shall be:-
- Strictly Delivered and Duty Paid (DDP) to KenGen stores
  - Advance Payment is not applicable

# TAXATION

## Definitions

“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.

### 1.0 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 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 payment to the Contractor.

### 3.0 Tax Indemnify

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 Contractor 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 F - Technical Specifications**

## **1.0 Specifications**

Please read the following instructions carefully to enable you make quotation as complete as possible.

### **1.1 General Specifications**

- The signboards should be on 18-gauge MS metal frame.
- MS metal sheets will be replaced by Aluco Board 5mm
- MS square tubes (4"x4")
- The company logo and name should be on reflective computer vinyl lettering and in four colours as per attached design.
- Preparation should be etched primer with stoving enamel finish.

### **1.2 Size, Height and Erection**

Please refer to the attachments for the individual specifications.

### **1.3 Other Specifications**

- (i) The tender should be inclusive of all the taxes and the cost of erection and transportation to site.
- (ii) KenGen before the commencement of production will approve all artworks.
- (iii) It is advisable that the tenderer familiarizes themselves with the exact erection locations, if possible by site visits.
- (iv) You are also requested to price and schedule for maintenance all the directional and LED signs considering the following costs.
  - a) Repair/replacement of faded print on signages
  - b) Repair/repainting reflective surfaces
  - c) Replacement of vandalized and defaced signage
  - d) Repair/re-erection of broken signage
- (v) The tenderer should provide a priced schedule for negotiating and settlement of all payments due to respective local authorities for authorization and licensing of all signs before erection.
- (vi) The tenderer should also show the delivery period, either in whole or in phases.
- (vii) Payment will be made thirty (30) days after delivery and receipt of invoice.

**SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATION**

1	<b>1.5 TYPE A SIGNS : ENTRANCE TO POWER STATION SIGNS</b>	
	DIMENSION	6ft x 1ft; SINGLE SIDED
	QUANTITY	<b>77No.</b>
	DESCRIPTION	Material: Aluco Board 3 – 5mm Metal Frame: 4 inches Surface Finish: Stoved with edge primer finish Lettering: Reflective Erection Details: Ground clearance – 5ft Concrete Pedestal – 3ft deep Location: Outside Power Station



--	--

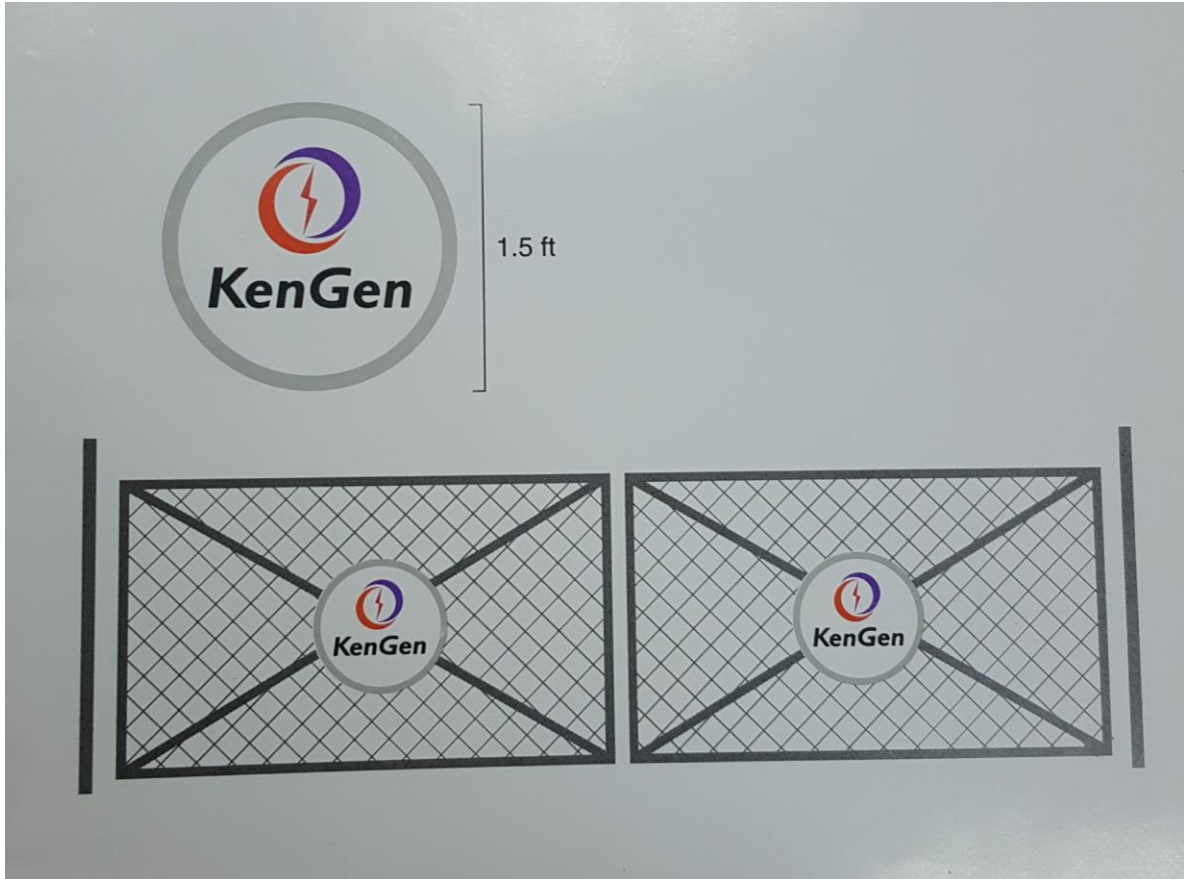
2	<b>1.6 TYPE A SIGNS : PUBLIC ROAD SIGNS</b>	
	DIMENSION	8ft x 1.5ft; DOUBLE SIDED
	QUANTITY	89No.
	DESCRIPTION	Material: Aluco Board 3 – 5mm Metal Frame: 4 inches Surface Finish: Stoved with edge primer finish Lettering: Reflective Erection Details: Ground clearance – 5ft Concrete Pedestal – 3ft deep Location: Single Power Station turn-off



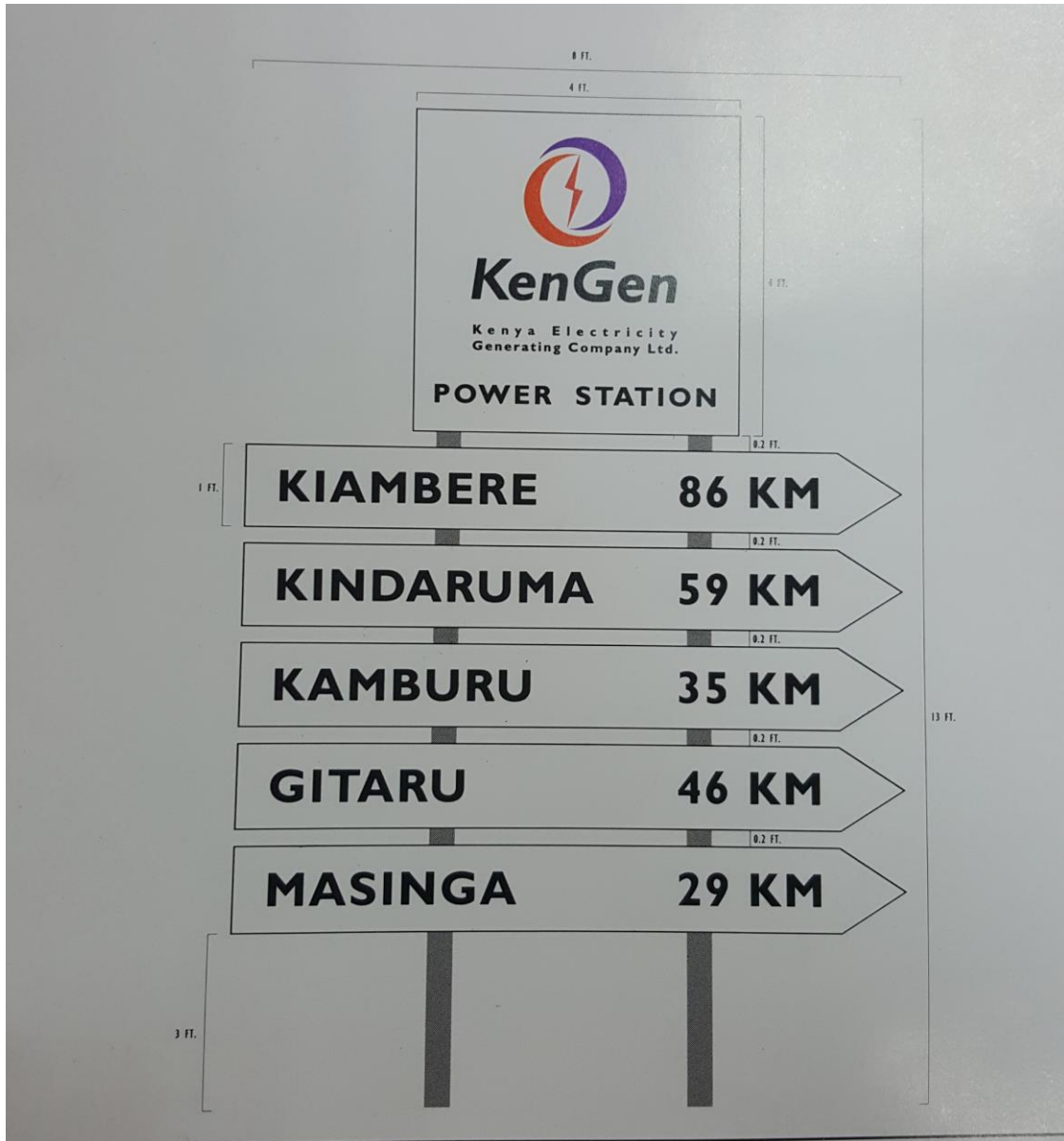
--	--



3	<b>1.7 TYPE A SIGNS : GATE SIGNS</b>	
	DIMENSION	Round 1.5ft diameter; DOUBLE SIDED
	QUANTITY	<b>308</b> No.
	DESCRIPTION	Material: Aluco Board 3 – 5mm Metal Frame: 4 inches Surface Finish: Stoved with edge primer finish Lettering: Reflective Erection Details: Centred on gates



4	<b>1.8 TYPE D SIGNS : PUBLIC ROAD SIGNS - MULTIPLE</b>	
	DIMENSION	8ft x 1.5ft; DOUBLE SIDED
	QUANTITY	<b>14No.</b>
	DESCRIPTION	Material: Aluco Board 3 – 5mm Metal Frame: 4 inches Surface Finish: Stoved with edge primer finish Lettering: Reflective Erection Details: Ground clearance – 5ft Concrete Pedestal – 3ft deep Location: Power Station turn-off at main road



5	<b>1.9 TYPE E SIGNS : SAFETY SIGNS</b>	
	DIMENSION	8ft x 4ft; DOUBLE SIDED
	QUANTITY	47No.
	DESCRIPTION	Material: Aluco Board 3 – 5mm Metal Frame: 4 inches Surface Finish: Stoved with edge primer finish Lettering: Reflective Erection Details: Ground clearance – 5ft Concrete Pedestal – 3ft deep Location: To be advised




6	<b>1.9 TYPE E SIGNS : WARNING SIGNS</b>	
---	---	--

DIMENSION	4ft x 2ft; DOUBLE SIDED
QUANTITY	15No.
DESCRIPTION	Material: Aluco Board 3 – 5mm Metal Frame: 4 inches Surface Finish: Stoved with edge primer finish Lettering: Reflective Erection Details: Ground clearance – 5ft Concrete Pedestal – 3ft deep Location: To be advised



7	<b>1.10 ROOFTOP SIGNS : LED ROOFTOP SIGNS</b>	
	DIMENSION	Letter height of 1500 and 2000 millimeters
	QUANTITY	3No.

DESCRIPTION	KenGen Logo (see attached)
 <h1>KenGen</h1>	

**BREAKDOWN OF DIRECTIONAL & NEON SIGNAGE FOR ALL AREAS**

AREA	GATE SIGN	ENTRANCE TO POWER STATION SIGN	MULTIPLE PUBLIC ROAD SIGN	DOUBLE SIDED ROAD SIGN WITH KILOMETRES	NEON SIGN	SAFETY SIGNS	WARNING SIGNS
Olkaria & Eburru	84	30	4	20	1	6	
Eastern Hydros	134	27	3	29	1	12	15
Western Hydros	74	14	5	35	0	26	
Thermal (Kipevu)	12	5	2	3	0	2	
Nairobi (Ngong)	4	1	0	2	1	1	
<b>TOTALS</b>	<b>308</b>	<b>77</b>	<b>14</b>	<b>89</b>	<b>3</b>	<b>47</b>	<b>15</b>

## Section G - Price & Schedule of Requirements

	DESCRIPTION	QUANTITY (NO.)	UNIT COST (KSHS)	TOTAL COST (KSHS)
1	A (Entrance to Power station signs)	77		
2	B1 (Public road signs)	89		
3	C (Gate signs)	308		
4	D (Multiple signs)	14		
5	E (Safety signs)	47		
6	Warning Signs	15		
7	LED Sign (for Rooftop)	4		
8	<b>Transport costs in (Ksh)</b>			
9	<b>Sign erection cost (Ksh)</b>			
10	<b>Local authorities cost (Ksh)</b>			
11	<b>Annual maintenance costs including transport cost in (Ksh)</b>			
	<b>16% VAT</b>			
	<b>Total Inclusive of VAT</b>			

TENDER'S NAME \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

COMPANY'S RUBBER STAMP \_\_\_\_\_

DELIVERY PERIOD \_\_\_\_\_

# 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 no. \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Production, Placement and Maintenance of Directional & LED Signage** 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 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 equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Electricity Generating Company Limited.

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.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

7. We hereby declare that we have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt act with regard to this purchase.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

# Section I - Tender Security Form

(Must be on the Bank's letterhead)

Whereas \_\_\_\_\_ [hereinafter called "the Tenderer"] has submitted its tender dated \_\_\_\_\_ [date of submission of tender] for the supply of \_\_\_\_\_

\_\_\_\_\_ 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 Kenya Electricity Generating Company Limited (hereinafter called "the Procuring entity") in the sum of \_\_\_\_\_

\_\_\_\_\_ [amount in words and figures] for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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 to 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 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]



# Section J - Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 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 **Production, Placement and Maintenance of Directional & LED Signage** and has accepted a tender by the Tenderer for the supply of 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 the day and year first above written.

Signed for and on behalf of  
the Procuring entity in the presence of:

**COMPANY SECRETARY** )  
)  
)  
)  
)  
)  
)  
)  
**WITNESS** )  
)

Signed  
for the Tenderer in the presence of:

**DIRECTOR** )  
)  
)  
)  
)  
)  
)  
**SECRETARY** )  
)

# Section K - Performance Security Form

*(Must be on the Bank'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 Tenderer]*  
(Hereinafter called "the Tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 2017 for **Production, Placement and Maintenance of Directional & LED Signage** (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 \_\_\_\_\_ 2017

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

# **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 ..... Value Added Tax No. .... Value of the largest single assignment you have undertaken to date (USD/KShs) ..... Was this successfully undertaken? **Yes / No**. .... (If **Yes**, attach reference) Name (s) of your banker (s) ..... Branches ..... Tel. No's .....

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

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

## **Part 2 (b) – Partnerships (if applicable)**

Give details of partners as follows:

### **Full Names Nationality Citizenship Details Shares**

1. ....  
2. ....  
Company Profile ..... (Attach brochures)

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

Private or public ..... Company Profile ..... (Attach brochures or annual reports in case of public companies) State the nominal and issued capital of the Company Nominal KShs ..... Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

**Full Names Nationality Citizenship Details Shares**

- 1.....
- 2.....

**Part 2 (d) – Debarment**

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

Full Names .....  
Signature .....  
Dated this ..... day of .....2017.  
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 .....2017.  
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 .....2017.  
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 .....2017  
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:**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the last 5 years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							

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

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

*Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate...../.....*  
*ID No(s):...../.....Signature and stamp of the authorized Banker Representative.....Date.....*

**Part 2(j or k) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give KenGen authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....

Signature.....

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

In the capacity of

.....

Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp

.....