



KenGen

KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-GDD-039-2016

**TENDER FOR SUPPLY AND INSTALLATION OF UPS AT
GEOTHERMAL COMPLEX
(EXCLUSIVE TO REGISTERED GROUPS – YOUTH,
WOMEN AND PERSONS WITH DISABILITY)**

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

APRIL, 2016

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SECTION A:
INVITATION TO TENDER

SUPPLY AND INSTALLATION OF UPS AT GEOTHERMAL COMPLEX

The Company invites sealed tenders from suppliers for the supply and installation of UPS at the Geothermal Complex whose specifications are detailed in the Tender Documents.

Interested firms may obtain further information from, and purchase the Tender Documents at the office of:

Supply Chain Director
Kenya Electricity Generating Company Ltd (KenGen)
Ground Floor, Stima Plaza, Phase III
Kolobot Road, Parklands
P.O Box 47936 - 00100
NAIROBI, KENYA
Fax: (254) (020) 3666200;
E-mail: tenders@kengen.co.ke; jgesaka@kengen.co.ke; dserem@kengen.co.ke;

A complete set of Tender Document may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000.00 (One Thousand Kenya Shillings). The documents can also be viewed and downloaded from the website www.kengen.co.ke. Bidders who download the document from the website will not be required to pay any fees for purchase of tender document, but will be required to officially inform KenGen that they have downloaded the tender documents online. Payments may also be made through a Banker's cheque for Kshs.1, 000.00 submitted together with the tender.

Tenders **MUST** be accompanied by a TENDER-SECURING DECLARATION and must be delivered to:

Company Secretary, Legal & Corporate Affairs Director
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P.O. Box 47936, 00100
NAIROBI

On or before **26th APRIL 2016 at 2:00 pm.**

Tenders shall be opened on **26th APRIL 2016 at 2:30 pm.** in the presence of the tenderers' representatives who choose to attend at Stima Plaza Phase 111, Executive committee room 7th floor, at our Central Office.

SUPPLY CHAIN DIRECTOR

SECTION B:
INSTRUCTIONS TO TENDERERS

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply and installation of ups at the geothermal complex by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Supply and installation of UPS at Geothermal Complex

- 2.1 The **supply and installation of UPS at Geothermal Complex** to be supplied under the contract shall have its origin in eligible source countries.
- 2.2 For purposes of this clause, “origin” means the place where the UPS are produced.
- 2.3 The origin of UPS 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 Procuring Entity, 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 are 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. Delivery & Schedule of Requirements
 - vi. Tender Form
 - vii. Tender Security Form
 - viii. Contract Form
 - ix. 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 Procurement Entity in writing or facsimile at our address indicated in the Invitation for tenders. Procurement Entity will respond in writing to any request for clarification of the tender documents, which it receives **seven (7) days** prior to the deadline for the submission of tenders. Written copies of Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

6. Amendment of Documents

- 6.1 At any time prior to the deadline for submission of tenders, Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, 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) 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 UPS to be supplied by the tenderer are eligible Scientific Laboratory Equipment and conform to the tender documents; and
- (d) tender security 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, indicating the UPS and installation, a brief description of the UPS, country of origin, 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 UPS it proposes to supply under the contract.

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

- (i) For local suppliers, prices indicated on the Price Schedule shall be **Delivered and Duty Paid (DDP) to Olkaria.**
- (ii) For foreign suppliers, prices indicated on the Price Schedule shall be **Cost & Freight (CFR) Mombasa.**
- (ii) charges for inland transportation and other local costs incidental to delivery of the UPS to the final destination; and

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

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies:

- (a) For UPS that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For UPS that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in 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 it's tender is accepted.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Procuring Entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2 of section C.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Procuring Entity's satisfaction:

- (a) that, in the case of a tenderer offering to supply **UPS** under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the UPS's Manufacturer or producer to supply the UPS;
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (b) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to supply the Tenderer's UPS- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

13. UPS Eligibility and Conformity to Tender Document.

13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of **UPS** that the tenderer proposes to supply under the contract.

13.2 The documentary evidence of the eligibility of the **UPS** shall consist of a statement in the Price Schedule of the country of origin of the Scientific Laboratory Equipment and services offered with a certificate of origin issued at the time of shipment shall confirm.

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

- (a) a detailed description of the essential technical and performance characteristics of the **UPS**;
- (c) a clause-by-clause commentary on Kenya Electricity Generating Company Limited's Technical Specifications demonstrating substantial responsiveness of the UPS, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14. Tender Security

Not applicable for this tender, but bidders must sign a TENDER-SECURING DECLARATION

15. Validity of Tenders

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

15.2 In exceptional circumstances, Procurement Entity may solicit the Tenderers 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 The supplier shall prepare two copies of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between them, the original shall govern.

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 latter 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 in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall :

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

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

Bear the words, “**KGN-GDD-039-2016 – TENDER FOR SUPPLY AND INSTALLATION OF UPS AT GEOTHERMAL COMPLEX**” and the award “**DO NOT OPEN BEFORE 26th APRIL 2016 at 2:00 pm**”.

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, Procuring Entity will assume no responsibility for the tender’s misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by Procuring Entity at the address specified under paragraph 17.2 not later than **26th APRIL 2016 at 2:00 pm.**

18.2 Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Procuring Entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Procurement Entity 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.

20. Opening and Evaluation of Tenders

20.1 Opening of Tenders

The procuring entity shall open all tenders on **26th APRIL 2016 at 2:30 pm.**
. on the 7th Floor, Executive Room, Stima Plaza, Phase 111, Kolobot Road, Parklands.

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 Procurement Entity, at its discretion, may consider appropriate, shall be announced at the opening.

20.3 Procurement Entity shall prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders Procurement 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 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 Procurement 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 Procurement 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, pursuant to paragraph 23, Procurement 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. 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 Procurement Entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

- **Mandatory Preliminary Evaluation Criteria**
- Manufacturer's authorization.
- Copy of certificate of Registration/Incorporation in the country of domicile.
- Valid Tender Security.
- **VALID TENDER-SECURING DECLARATION**
- Valid Tax Compliance Certificate.
- Duly completed tender form
- Duly completed price schedule

23. Evaluation and Comparison of Tenders

23.1 Procurement Entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.

23.2 Procuring Entity's evaluation of a tender will exclude and not take into account:

- (a) in the case of **UPS** manufactured in Kenya or **UPS** of foreign origin already located in Kenya, taxes, which will be payable on the UPS if a contract is awarded to the tenderer; and
- (b) 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 UPS, 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 **UPS**.

- 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:
 - compliance to the tender requirements;
 - compliance to the technical specifications;
 - tender validity of not less than **90** days;
 - 1 year manufacturer guarantee/warranty;
 - qualification to perform contract satisfactorily pursuant to Clause 25;
 - deviation in payment schedule from that specified in the Special Conditions of Contract
 - Submission of the requested technical information (where stated):
Provision of Manufacturer Original Brochures for quoted items.

24. Contacting Procuring Entity

24.1 Subject to paragraph 21, no tenderers shall contact Procurement 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 Procurement 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, Procurement 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 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 Procurement 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 Procurement 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 Procurement 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 Accept or Reject Any or All Tenders

27.1 Procurement 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 Procuring Entity's action.

28. Notification of Award

28.1 Prior to the expiration of the period of tender validity, Procurement Entity 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 30, Procurement Entity 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 Procurement Entity notifies the successful tenderers that its tender has been accepted, Procurement Entity will send the tenderers 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 Procuring Entity.

30. Performance Security

- 30.1 Within fifteen (15) days of the receipt of notification of award from Procuring Entity, 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 Procuring Entity.
- 30.2 Failure of the successful tenderer to comply with the requirement of paragraph 29 and/or paragraph 30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Procurement Entity may make the award to the next lowest evaluated Candidate or call for new tenders.

31. Corrupt Fraudulent Practices

- 31.1 Procurement Entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, Procuring Entity:-
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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.

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 Procurement Entity and the tenderers, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) “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 the UPS under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by Procurement Entity for the procurement of UPS.

3. Country of Origin

- 3.1 For purposes of this Clause, “origin” means the place where the UPS produced or manufactured.
- 3.2 The origin of UPS and Services is distinct from the nationality of the tenderer.

4. Standards

4.1 The UPS supplied under this Contract shall conform to the standards mentioned in the Delivery and Schedule of Requirements.

5. Use of Contract Documents and Information

- 5.1 The Candidate shall not, without 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 Procurement Entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderers shall not, without Procuring Entity’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of Procurement Entity and shall be returned (all copies) to Procurement Entity on completion of the Tenderer’s performance under the Contract if so required by Procuring Entity.

6. Patent Rights

- 6.1 The tenderers shall indemnify Procurement Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the UPS 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 Procurement Entity the performance security in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to Procurement 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 Procurement 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 Procurement Entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

- 8.1 Procurement Entity or its representative shall have the right to inspect and/or to test the UPS to confirm their conformity to the Contract specifications. Procurement Entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the UPS' 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 Procuring Entity.
- 8.3 Should any inspected or tested UPS fail to conform to the Specifications, Procurement Entity may reject the UPS, and the tenderer shall either replace the rejected UPS or make alterations necessary to meet specification requirements free of cost to Procuring Entity.
- 8.4 Procuring Entity's right to inspect, test and, where necessary, reject the **UPS** after the **UPS** arrival shall in no way be limited or waived by reason of the Laboratory Equipment having previously been inspected, tested, and passed by Procurement Entity or its representative prior to the **UPS** delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or

other obligations under this Contract.

8.6 Certificate of conformity

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

8.6.2 Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.

9. Packing

9.1 The tenderer shall provide such packing of the **UPS** 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 **UPS** shall be made by the tenderer in accordance with the terms specified by Procurement Entity in its Delivery and Schedule of Requirements and the Special Conditions of Contract

11. Insurance

11.1 The **UPS** supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

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 Procurement Entity as specified in the contract.

13. Prices

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

14. Assignment

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

15. Subcontracts

15.1 The tenderer shall notify Procurement 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 Procurement 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 the UPS within the period(s) specified in the Contract, or within any extension thereof granted by Procuring Entity.
- (b) If the tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the tenderer, in the judgment of Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event Procurement Entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Scientific UPS similar to those undelivered, and the tenderer shall be liable to Procurement Entity for any excess costs for the UPS.

17. Liquidated Damages

17.1 If the tenderer fails to deliver the UPS within the period(s) specified in the contract, Procurement Entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed UPS up to a maximum deduction of 10%. After this, the tenderer may consider termination of the contract.

18. Resolution of Disputes

18.1 Procurement Entity and the tenderers 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 adjudicate 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.

SECTION D:

SPECIAL CONDITIONS OF CONTRACT

1. Definitions (Clause 1)

The Purchaser is **Procurement Entity 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.

7. Performance Security

7.1 The Performance Security shall be in the amount of **10% of the total Contract Price**

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

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

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

8. Inspections and Tests

All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Program me 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.

10. Delivery Period

The preferred delivery period is **60 days** from the date of signing the contract.

12. Payment Terms & Conditions

The credit period shall be:-

12.1(a) 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.

b) For **Overseas Suppliers**, payments shall be effected upon presentation of a complete Set of shipping documents to the advising bank as will be stipulated in the Letter of Credit (LC)

12.2 (a) For Local Suppliers

Payment shall be made through Kenya Electricity Generating Company's cheque or Telegraphic transfer for the amount of contract.

The LC terms shall be:-

(i) **Local suppliers** who request for Letters of Credit (hereinafter abbreviated as LC) Shall be required to meet all the LC costs. Indicative costs levied by the banks Include opening charges (about 0.475% per quarter), confirmation charges (About 0.5%) and any amendment charges.

(ii) The maximum number of LC extensions shall be limited to a maximum of two (2) only, but not exceeding one quarter (3 months) each, at the cost of the beneficiary.

(b) **For Foreign Suppliers**

Payment shall be through an LC under the following conditions:-

(i) The supplier shall be required to meet all LC bank charges incurred in their country, while KenGen shall meet those incurred in Kenya

(ii) Any extension and or amendment charges and other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier Shall be to the Beneficiary's account.

(iii) The maximum number of LC extensions shall be limited to a maximum of two (2) Only, but not exceeding one quarter (3 months) each, at the cost of the beneficiary.

(iv) Should the Supplier require a confirmed LC, then all confirmation and any Other related charges levied by both the Supplier's and Procuring Entity's bank Shall be to the Beneficiary's account.

(v) The LC shall be opened only for the specific Order within the validity period of the Contract

(vi) LCs shall be partial for partial deliveries or full for one delivery as per the contract.

(vii) The Supplier shall be required to submit a proforma invoice for each lot or schedule for use in the placement of order and opening of the LC. The Proforma Invoice shall

be on total Cost and Freight (CFR) basis showing the freight charges separately from cost. KenGen will meet the freight insurance cost.

- (viii) A copy of the Performance Security, stamped and certified as authentic by the Procuring entity, whose expiry date should **not be less than 30 days from the LC expiry date**, shall form part of the documents to be presented to the Bank before any payment is made.

(c) **Advance Payment**

Advance Payment is not applicable.

21. Notices:

For the Purchaser:

The Company Secretary, Legal & Corporate Affairs Director
Procuring Entity
Stima Plaza Phase III, Kolobot Road, Parklands
P.O Box 47936- 00100,
NAIROBI.
TEL: 3666706
FAX (254) (020) 3666200

For the Supplier:

SECTION E:

TECHNICAL SPECIFICATIONS & PRICE SCHEDULES

Notes Applicable to All Schedules:

1. The equipment to be supplied shall be new, unused and of the latest design.
2. Documentary evidence to prove that the equipment offered comply with the Technical Specifications given below **must** be provided.
3. **After Sales Support:** Tenderers shall propose how after sales support (spare parts) and back-up technical services will be provided.
4. **Certificate of Warranty:** A certificate of warranty shall be submitted covering at least **12 months (1 Year)** for the quoted equipment.
5. **Technical Data/Brochures:** - Bidders **must** provide relevant technical data detailing the performance parameters of the equipment or **Original manufacturer brochures**, where there are more than one model on a brochure, the bidder, **Must** highlight the option which they are quoting for in this tender. Material safety data sheets shall be included.
6. All items in each schedule **must** be quoted to be considered responsive.
7. Each schedule is awarded separately.

REQUIREMENTS AND PRICE SCHEDULES

SCHEDULE 1: 1KVA AND 30KVA UPS

	ITEM DESCRIPTION	QTY REQUIRED	MAKE OR MODEL	COUNTRY OF ORIGIN	DAYS TO DELIVER	UNIT PRICE	TOTAL PRICE
1	UPS CENTRALISED 30KVA	2 -Pieces					
	Output						
	Output power capacity 24.0 KWatts / 30.0 kVA						
	Max Configurable Power (Watts) 24.0 KWatts / 30.0 kVA						
	Nominal Output Voltage 400V 3PH						
	Output Voltage Note Configurable for 380 : 400 or 415 V 3 Phase nominal output voltage						
	Output Voltage Distortion Less than 5%						
	Output Frequency (sync to mains) 50/60 Hz +/- 5%						
	Output Frequency (not synced) 60Hz +/- 0.1% for 60Hz nominal, 50Hz +/- 0.1% for 50Hz nominal						
	Other Output Voltages 380, 415						
	Load Crest Factor 2.5 : 1						
	Topology Double Conversion Online						
	Waveform type Sine wave						
	Overload Operation 60 seconds @ 120% and 30 seconds @ 145%						
	Maximum Output Current 65						
	Output Connections (1) Hard Wire 5-wire (3PH + N + G) (Battery Backup)						
	Output Voltage THD < 3% linear load and <5% non- linear load						
	Output Voltage Tolerance +/- 2% static and 100% load step						
	Input						
	Nominal Input Voltage 400V 3PH						
	Input frequency 45 - 65 Hz						
	Input Connections Hard Wire 5-wire (3PH + N + G)						

Input voltage range for main operations 340 - 477 V						
Input voltage adjustable range for mains operation 323 - 437 (380V), 340 - 460 (400V), 357 - 477 (415V) V						
Input Total Harmonic Distortion Less than 5% for full load						
Type of Input Protection Required gL fuse						
Other Input Voltages 380, 415						
Maximum Input Current 47.0 A						
Input Power Factor at Full Load 0.99						
Batteries & Runtime						
Battery type Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof						
Nominal Battery Voltage +/-192 V (split battery referenced to neutral)						
End of Discharge Battery Voltage +/-154 V						
Overload Operation 60 seconds @ 120% and 30 seconds @ 145%						
Efficiency						
Communications & Management						
Pre-Installed SmartSlot™ Cards AP9630						
Control panel Multi-function LCD status and control console						
Emergency Power Off (EPO) Yes						
Physical						
Maximum Height 1300 mm , 130.0 CM						
Maximum Width 500 mm , 50.0 CM						
Maximum Depth 860 mm , 86.0 CM						
Net Weight 609.0 KG						
Shipping weight 635.0 KG						
Shipping Height 1440 mm , 144.0 CM						
Shipping Width 800 mm , 80.0 CM						
Shipping Depth 965 mm , 96.5 CM						
Environmental						

	Operating Environment 0 - 35 °C						
	Operating Relative Humidity 0 - 95 %						
	Operating Elevation 0-3000 meters						
	Storage Temperature -10 - 60 °C						
	Storage Relative Humidity 0 - 95 %						
	Storage Elevation 0-9000 meters						
	Audible noise at 1 meter from surface of unit 54.5 dBA						
	Online thermal dissipation 1804.0 BTU/hr						
	Protection Class IP 20						
	Conformance						
	Approvals CE, CSA C22.2 No. 60960 , EN/IEC 62040-1-1, EN/IEC 62040-2, EN/IEC 62040-3, IEC 61000-4-5, IEC 62040-2, TUV, VFI-SS-111						
	Standard warranty 1 year on-site repair or replace with factory authorized Start-Up						
	Sustainable Offer Status						
	RoHS Compliant						
2	UPS RACK MOUTABLE (STAND ALONE) 1.0 kVA	16- Pieces					
	Output						
	Output power capacity 700 Watts / 1.0 kVA						
	Max Configurable Power (Watts) 700 Watts / 1.0 kVA						
	Nominal Output Voltage 230V						
	Output Voltage Note Configurable for 220 : 230 or 240 nominal output voltage						
	Output Voltage Distortion Less than 3%						
	Output Frequency (sync to mains) 50/60 Hz +/- 3 Hz user adjustable +/- 0.1						
	Other Output Voltages 220, 240						
	Load Crest Factor 3 : 1						
	Topology Double Conversion Online						

Waveform type Sine wave						
Output Connections (6) IEC 320 C13 (Battery Backup)						
Bypass Built-in Bypass						
Input						
Nominal Input Voltage 230V						
Input frequency 50/60 Hz +/- 5 Hz (auto sensing)						
Input Connections IEC- 320 C14						
Input voltage range for main operations 160 - 280 V						
Input voltage adjustable range for mains operation 100 - 280 V						
Number of Power Cords 1						
Input Breaker Capacity 0 A						
Other Input Voltages 220, 240						
Rack Height 2 U						
Battery						
Battery type Maintenance- free sealed Lead-Acid battery with suspended electrolyte leakproof						
Included Battery Modules 1						
Typical recharge time 3 hour(s)						
Replacement Battery RBC31						
RBC Quantity 1						
Extendable Run Time 1						
Battery Volt-Amp-Hour Capacity 328						
Runtime						
Efficiency						
Communication						
Interface Port(s) DB-9 RS- 232, SmartSlot						
Control panel LED status display with load and battery bar-graphs and On Line : On Battery : Replace Battery : Overload and Bypass Indicators						
Audible Alarm Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm						
Emergency Power Off (EPO) Optional						
Available SmartSlot™						

Interface Quantity 1						
Runtime						
Output power capacity 700 Watts / 1.0 kVA						
Surge						
Filtering Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449						
Physical						
Maximum Height 85 mm , 8.5 CM						
Maximum Width 432 mm , 43.2 CM						
Maximum Depth 483 mm , 48.3 CM						
Rack Height 2 U						
Net Weight 23.0 KG						
Shipping weight 27.8 KG						
Shipping Height 286 mm , 28.6 CM						
Shipping Width 630 mm , 63.0 CM						
Shipping Depth 594 mm , 59.4 CM						
Color Black						
Master Carton Units 1.0						
Units per Pallet 4.0						
Environmental						
Operating Temperature 0 - 40 °C						
Operating Relative Humidity 0 - 95% no %						
Operating Elevation 0-3000 meters						
Storage Temperature -20 - 50 °C						
Storage Relative Humidity 0 - 95% no %						
Storage Elevation 0-15000 meters						
Audible noise at 1 meter from surface of unit 50.0 dBA						
Online thermal dissipation 324.0 BTU/hr						
Protection Class IP 20						
Conformance						
Approvals C-tick, CE, EN 50091-1, EN 50091-2, EN 55022 Class A, EN 60950, EN 61000-3-2, GOST, VDE						
Standard warranty 2 years repair or replace, optional on-site warranties available, optional						

	extended warranties available						
3	PDU	4 - Pieces					
	Output						
	Nominal Output Voltage 230V						
	Maximum Total Current Draw 16						
	Output Connections (4) IEC 320 C19 (Battery Backup)						
	(20) IEC 320 C13 (Battery Backup)						
	Input						
	Nominal Input Voltage 200V , 208V , 230V						
	Input frequency 50/60 Hz						
	Input Connections IEC-320 C20						
	Cord Length 3.05 meters						
	Number of Power Cords 1						
	Load Capacity 3680 VA						
	Maximum Input Current 16 A						
	Physical						
	Maximum Height 1619 mm , 161.9 CM						
	Maximum Width 56 mm , 5.6 CM						
	Maximum Depth 44 mm , 4.4 CM						
	Net Weight 4.86 KG						
	Shipping weight 5.77 KG						
	Shipping Height 2134 mm , 213.4 CM						
	Shipping Width 152 mm , 15.2 CM						
	Shipping Depth 127 mm , 12.7 CM						
	Color Black						
	Environmental						
	Operating Temperature 0 - 45 °C						
	Operating Relative Humidity 5 - 95 %						
	Operating Elevation 0-3000 meters						
	Storage Temperature -25 - 65 °C						
	Storage Relative Humidity 5 - 95 %						
	Storage Elevation 0-15000 meters						
	Conformance						
	Approvals CE, GOST, IRAM, VDE						
	Standard warranty 2 years repair or replace						

4	ELECTRICAL MATERIALS	LOT					
	Non Standard Sockets and Top Plugs	6 - pieces					
	3Phase Change Over Switch 100A	2 - pieces					
	East Africa cables 25mm Cable 5core	20 metres					
	Schneider Electric 3Pole Mccb 100amperes	2- pieces					
	Complete 6way DB crab-tree	1- piece					
5	A PARALLEL CONNECTION KIT TO THE TWO CENTRALIZED UPS	1- piece					
	Physical						
	Maximum Height: 190 , 19.0 cm						
	Maximum Width: 260 , 26.0 cm						
	Maximum Depth: 440 , 44.0 cm						
	Net Weight: 2.5 kg						
	Shipping weight: 2.5 kg						
	Shipping Height: 190 , 19.0 cm						
	Shipping Width: 260 , 26.0 cm						
	Shipping Depth: 440 , 44.0 cm						
	Sustainability: EU CoC for UPS Ensures that UPS sold in the EU are highly efficient						
	Serviceability						
	Front-access servicing Simplifies installation and UPS maintenance while minimizing space requirements.						
	5x8 Start-up service included Required for full coverage of factory warranty						
	Availability						
	Wide input voltage range: Designed for harsh electrical environments to save battery life.						
	Dual feed input: Allows installation of two independent power sources with the option of hot stand-by configuration to provide redundancy for mission critical applications.						

	Parallel-redundant capable: Power the connected equipment with multiple uninterruptible power supplies to increase system redundancy						
	Double conversion on-line topology: Guarantees a consistently high level of power quality. Any disturbances on the distribution waveform are regenerated via the zero transfer time AC to DC then DC to AC conversion process. The battery is only used as a back-up source.						
	Installation accessories	LOT					
6	LABOUR AND TRAINING	LOT					
	<p>Other requirements:</p> <p>a) Installation and commissioning: Equipment shall be installed and commissioned at the user's facility by the Service Engineer followed by a five working day training at the user's facility for at least 6 staff after installation and commissioning at the supplier's cost. The stated scope of application for the equipment must be demonstrated during commissioning using installation standards and a real sample.</p> <p>b) Equipment service contract: The supplier shall enter into an equipment service contract for a period at least three years after commissioning. The service shall include replacement of fault parts and user support in the event of equipment fault.</p> <p>c) Operation and service manuals: – Hardware and operator's manual complete with methods shall be supplied and written in English.</p>						

	d) Warranty: Two year warranty.						
	e) Manufacturer's authorization must be provided and Brochure when quoting Must be provided.						
7	Other Charges e.g. transport, handling, shipping, etc.						
	Total Cost to Olkaria Power Station						
	Country of Origin						
	Currency of Tender						
	Delivery Period						
For Overseas Suppliers							
	Total Cost						
	Discount (%) if any						
	Air / Sea freight charges to Nairobi / Mombasa Port						
	Other Charges (if any)						
	Total Cost & Freight (CFR) Nairobi Port						
	Country of Origin						
	Currency of Tender						
	Delivery Period						

NB: The units shall be supplied, installed and commissioned by the supplier and necessary wiring to the said switch cabinets connected.

Equipment brochures and operations manuals MUST be submitted with the tender.

TENDERER'S NAME: _____

TENDERER'S SIGNATURE _____

COMPANY'S RUBBER STAMP _____

SECTION F:

TENDER FORM

To: Procuring Entity,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O Box 47936-00100,
NAIROBI. Kenya.

Gentlemen and/or Ladies:

Having examined the Tender documents including, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **UPS** in conformity with the said Tender documents for the sum of

or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Scientific Laboratory and Equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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 the Employer.

We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening under Clause 5 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.

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.

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 _____ 2016

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

**SECTION G:
TENDER-SECURING DECLARATION FORM**

{To be filled in Bidder's letter head}

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

Date: *[insert date (as day, month and year)]*

Tender No.: *[insert number of Tendering process]*

To: **Kenya Electricity Generating Company Limited**

We, the undersigned, declare that:

1. We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of ***[insert number of months or years]*** starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:-
 - a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
 - b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if and when required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.
2. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:-
 - (i) Our receipt of your notification to us of the name of the successful Bidder; or
 - (ii) Thirty days after the expiration of our Tender.
3. We understand that if we are a Joint Venture, the Tender 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 Tender 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 Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

SECTION H:
CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 2016 between **Kenya Electricity Generating Company Limited of Kenya** (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited tenders for supply and installation of UPS at Olkaria Geothermal Complex, viz., Provision of UPS and has accepted a tender by the Contractor for the provision of the supply in the sum of _____ (words)
_____ (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 General Conditions of Contract;
 - (d) The Special Conditions of Contract; and
 - (e) The Employer’s Notification of Award.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the UPS 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
For the Employer in the presence of:

COMPANY SECRETARY

)
)
)
)
)
)
)
)
)
)
)
)

WITNESS

Signed
For the Contractor in the presence of:

DIRECTOR

)
)
)
)
)
)
)
)
)
)
)
)
)

SECRETARY

SECTION I
PERFORMANCE SECURITY FORM

(To be on the Letterhead of the Bank)

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

WHEREAS _____ [*name of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ 2016 to provide _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein Performance Security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total

_____ (*words*) _____ (*figures*), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of _____ 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 _____ 2016.

Signature and seal of the Guarantors

[Name of bank]

[Address]

[Date]

SECTION J:

MANUFACTURER'S AUTHORIZATION FORM

To: Kenya Electricity Generating Company Ltd

WHEREAS

[Name of the Manufacturer]

Who are established and reputable manufacturers of.....

[name and/or description for UPS component]

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 UPS manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the UPS 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 K:

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

<i>Name of Applicant (S)</i>

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) 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

BusinessName:.....

Certificate of Incorporation / Registration No.

Location of business premises: Country

.....

PhysicaladdressTown

Building.....Floor.....

Plot No.Street / Road

Postal AddressPostal / Country Code.....

Telephone No's Fax No's

E-mail addressWebsite.....

Contact Person (*Full Names*)

Direct / Mobile No's.

Title Power of Attorney (**Yes / No**). If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (*US\$/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 Proprietors

Full names

Nationality Country of Origin

*Citizenship details.....

Company Profile (*Attach brochures or annual reports in case of public companies*)

Part 2 (b) – Partnerships

Give details of partners as follows:

	Full Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				

Company Profile(*Attach brochures*)

Part 2 (c) – Registered Company

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 Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				

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 or corrupt acts with regard to this or any other tender by KenGen and any other public or private institutions.

Full NamesSignature.....

Dated thisday of2016.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

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

- a)
- b)
- c)
- d)

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

Signed.....

For and on behalf of M/s

In the capacity of

Dated thisday of2016.

Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

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

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated this day of2016

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – 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
1				
2				
3				
4				

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipment in the last two (2) years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Note: The contact person should be at the level of director.

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Procurement Entity 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 of2016.

Suppliers' / Company's Official Rubber Stamp

*Attach proof of citizenship

* Attach certified copies of the following documents:

- a) Previous orders from companies supplied before
- b) Certificate of Incorporation / Registration
- c) Tax Compliance Certificate (for local suppliers)
- d) Audited Financial Statements / Accounts for the last two (2) years
- e) Valid Local Authority / Trade License (for local suppliers)

***The above documents should be submitted if they are applicable to bidder.**