



**KENYA ELECTRICITY GENERATING COMPANY  
LIMITED**

**KGN-HYD-019-2017**

**TENDER FOR SUPPLY OF WATER METERS AND  
MAINTAINANCE TOOLS FOR EASTERN HYDROS**

**Kenya Electricity Generating Company Limited  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
NAIROBI.**

**Website: [www.kengen.co.ke](http://www.kengen.co.ke)**

**June 2017**

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## SECTION I

### INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates **for supply of water meters and maintenance tools for eastern hydro's** whose specifications are detailed in the Tender Document.

Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director

Tel: (254) (020) 3666000

Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke);

[mmaluki@kengen.co.ke](mailto:mmaluki@kengen.co.ke); [mngina@kengen.co.ke](mailto:mngina@kengen.co.ke)

where the tender document may be collected upon payment of a non-refundable fee of **KShs.1, 000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website [www.kengen.co.ke](http://www.kengen.co.ke) and [www.suppliers.treasury.go.ke](http://www.suppliers.treasury.go.ke). Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded copies are free of charge.

*Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.*

Unless otherwise stated, tenders **MUST** be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked **“Tender for Supply of Water Meters and Maintenance Tools for Eastern Hydros** and addressed to:

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

On or before: **3rd July 2017 at 10.00 a.m.**

Tenders will be opened on **3rd July 2017 at 10.30 a.m.**, in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7<sup>th</sup> Floor. The company reserves the right to vary the quantities.

### SUPPLY CHAIN DIRECTOR

## SECTION II

### INSTRUCTIONS TO TENDERERS

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## 2.1 **Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements (Section VI).
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## 2.2 **Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## 2.3 **Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document collected from the Procuring Entity shall not exceed KShs.1,000/=. Downloaded copies are free of charge.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. **The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
  - (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) General Conditions of Contract

- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

2.4.2 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.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than **seven (7) days prior to the deadline for the submission of tenders**, prescribed by the procuring entity. Written copies of the Procuring entities 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.

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

## 2.6 Amendment of Documents

2.6.1 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.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in email and will be binding on them.

2.6.3 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.

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the 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.

## **2.8 Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.1 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 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 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
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 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 2.22
- 2.10.4 The validity period of the tender shall be 120 days after the date of opening of the tender.

## **2.11 Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods 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 characteristic of the goods;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity (*if applicable*); and
  - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.



## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 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 2.14.7
- 2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.

The Tender Security may also be in the form of an on-demand guarantee issued by a reputable insurance company approved by the Authority and in the form provided in the tender documents or another form acceptable to the Procuring entity.

The tender security must be valid for at least thirty (30) days beyond the validity of the tender.

- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.5 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.
- 2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.7 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 2.27
    - or
    - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

- 2.15.1 Tenders shall remain valid for **90** days after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in

writing. The tender security provided under paragraph 2.14 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.

## **2.16 Format and Signing of Tender**

2.16.1 The Tenderer 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.

2.16.2 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. **The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.**

2.16.3 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.

## **2.17 Sealing and Marking of Tenders**

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (c) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” the **3rd July 2017 at 10.00 a.m.**

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **3rd July 2017 at 10.00 a.m**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **3rd July 2017 at 10.30 a.m.** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

- 2.21.1 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.
- 2.21.2 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.

## **2.22 Preliminary Examination**

- 2.22.1 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.
- 2.22.2 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 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.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.
- 2.22.5 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 non conformity.

## **2.23 Conversion to Single Currency**

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 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.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 A positive 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.

### **(b) Award Criteria**

2.27.4 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.

### **(c) Procuring entity's Right to Vary quantities**

2.27.5 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

### **(d) Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 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

## **2.28 Notification of Award**

- 2.28.1 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.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

- 2.29.1 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.
- 2.29.2 The parties to the contract shall have it signed within fifteen (15) days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

- 2.30.1 Within fifteen (15) days of the receipt of notification of award from the 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 the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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.

## **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

- 2.31.2 The procuring entity 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.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## 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 the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.5.1	The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than <b>five (5) days prior to the deadline for the submission of tenders</b>
2.14.9	Tender Security is <b>Kshs.50,000</b>
2.18.3	The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at <b>3<sup>rd</sup> July 2017 at 10.00 a.m.</b> and in the location specified in the Invitation to Tender.
2.24.4	<p><i>The following shall be the evaluation Criteria;</i></p> <p><b>PRELIMINARY/ MANDATORY EXAMINATION OF TENDERS:</b>  <b>To be substantially responsive, a bidder MUST meet the following</b></p> <ol style="list-style-type: none"> <li>a) Certificate of incorporation/registration.</li> <li>b) Duly completed tender form</li> <li>c) Duly completed price schedule</li> <li>d) Valid Tax Compliance or exemption Certificate</li> <li>e) Valid Tender Security as prescribed</li> <li>f) Valid business permit.</li> <li>g) Sequential pagination of all pages in the bid document</li> <li>h) Duly completed Price Schedule, Signed and Stamped</li> <li>i) Duly completed Tender Forms, Signed and stamped with date.</li> <li>j) Completeness of Tender – submission of the required number of copies, sequential organization of the bid document, and serialization or pagination of all pages in the tender document</li> <li>k) Duly filled, signed and completed Mandatory Business Questionnaire as provided.</li> </ol> <p>Tenders found not responsive to the above shall be rejected by the employer and shall not subsequently be made responsive by the tenderer correcting the nonconformity. Only tenders who meet the preliminary requirements shall be subjected to technical evaluation.</p> <p><b>TECHNICAL EXAMINATION OF TENDERS:</b></p> <ol style="list-style-type: none"> <li>a) Compliance to the tenders technical specifications and schedule of requirements of the tender</li> <li>b) Detailed specifications of water meters</li> </ol>



	<p><i>(The Technical Evaluation will be based on compliance with the technical requirements, specifications and standards set out in Section V of this tender document. This will follow a “PASS/FAIL” scoring technique)</i></p> <p><b>FINANCIAL EXAMINATION OF TENDERS:</b></p> <ul style="list-style-type: none"> <li>➤ Check for completeness of all the items in the price schedule</li> <li>➤ Determination of the bidders’ price competitiveness in Comparison with the current market rate.</li> <li>➤ The lowest evaluated bidder as per the price schedule will be considered for the award</li> </ul>
2.27.7	KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.
2.31.1	<p>KenGen adheres to high standards of integrity in its business operations.</p> <p>Report any unethical behavior immediately to any of the provided anonymous hotline service.</p> <ol style="list-style-type: none"> <li>1) Call Toll Free: 0800722626</li> <li>2) Free-Fax: 00800 007788</li> <li>3) Email: kengen@tip-offs.com</li> <li>4) Website: www.tip-offs.com</li> </ol>

## SECTION III

### GENERAL CONDITIONS OF CONTRACT

#### Table of Clauses

- 3.1 Definitions
- 3.2 Application
- 3.3 Country of Origin
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- 3.5 Use of Contract documents and information
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### 3.1 **Definitions**

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

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

### 3.2 **Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### 3.3 **Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### 3.4 **Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### 3.5 **Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, 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.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 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

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### 3.7 **Performance Security**

3.7.1 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.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

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

3.7.4 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

### 3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having

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

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 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.

3.9.2 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

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

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

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 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

### **3.15 Subcontracts**

3.15.1 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

### **3.16 Termination for default**

3.16.1 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

3.20.1 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.

### **3.21 Taxes**

3.21.1 "**Taxes**" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

#### **3.21.2 Local Taxation**

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.21.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.21.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

### **Tax Deduction**

3.21.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.21.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

### **Tax Indemnity**

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the

Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.21.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.21.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.



## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
	Delivery period should be stated not exceeding 4 weeks
3.7.5	“The Contractor shall obtain at his cost a Performance Security of ten (10) percent of the Contract Price as stated in the Form of Agreement.  The guarantee shall be in accordance with the Conditions of Contract and in the format of the Performance Security Form provided in the tender documents
3.7.6	The supplier shall be required to expressly confirm that the goods supplied shall be under 12 months warranty.
3.12.3	Advance Payment shall NOT apply under this contract.  Payments shall be subject to a 30 days credit period from the date of receipt of certified invoices.
3.18.3	Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.

## SECTION V

### TECHNICAL SPECIFICATIONS FOR WATER METERS

#### (1) Scope

This specification applies to cold-water meters based on a direct mechanical process involving the action of the velocity of water through its effect on the **rotation rate of a moving part of a meter, specifically helical** in construction for meter size 40mm (1½”) or larger; or through the **use of volumetric chambers with mobile pistons** for meter size 15mm (½”) to 32mm (1¼”).

It applies to water meters with nominal flow rate up to 4,000 m<sup>3</sup>/h and with a *maximum working pressure of 10-bar (i.e 60m water head)*.

For this purpose, water should be considered ‘cold’ when its temperature is in the range of 0°C to 40°C.

#### (2) Definitions

Flow rate	The flow rate is the volume passing through the meter per unit of time, the volume being expressed in cubic meters or litres and the time in hours, minutes or seconds.
Volume delivered	The volume delivered is the total volume of water which was passed through the water meter.
Maximum flow Rates, (Q <sub>max</sub> )	The highest flow rate at which the meter can function for a short time without deteriorating and without exceeding the maximum permissible errors and the maximum permissible value for loss of pressure.
Nominal Flow Rate, (Q <sub>n</sub> )	Half the maximum flow rate, Q <sub>max</sub> . It is expressed in cubic meters per hour; the nominal flow rate is used for the purpose of designating the cold-water meter.
Minimal Flow Rate, (Q <sub>min</sub> )	The lowest flow rate at which the meter must not exceed the maximum permissible errors. It is fixed in terms of Q <sub>n</sub> .
Flow-Rate Range	The interval between maximum and minimum flow rates (Q <sub>max</sub> and Q <sub>min</sub> ). This range has lower and upper zones divided by transitional flow rate.
Transitional Flow Rate (Q <sub>t</sub> )	The flow rate at which the maximum permissible errors change in value.
Pressure Loss	The difference in absolute pressure between inlet and outlet of a meter at a given flow rate.

#### (3) Summary of Requirements

S/No.	Metre Description	Unit	Qty
1	15mm (1/2") dia <b>Copper alloy</b> body propeller type meter, “KENT” make or equivalent	No.	500

#### **(4) General Specifications:**

The body of the 15 mm to 25 mm size of meter (otherwise called consumer meters) shall be of **brass**, larger sizes being in cast iron. The external surface of the brass bodies shall be coated with baked enamel and the cast iron bodies shall be painted with epoxy resin or similar. All consumer meters shall be supplied with a pair of meter linings to facilitate the removal of the meter.

**The bidder will provide proof of:**

- Existing and established maintenance and repair workshop for the past 5 years.
- Maintenance service offered in the past 3 years providing details of major clients and references.
- Existing stock

Bidders should submit the following:

- Manufacturer's authority letter.
- Relevant manuals.

**Note:** *Samples of water meters shall be submitted for approval.*

#### **(5) General Characteristics of Meters**

##### **5.1 Size**

The meter size will be designated by the nominal size of its inlet and outlet threaded connectors. Both the inlet and outlet shall be of the same size and on the same axis.

For each meter size designated the corresponding fixed set of dimensions must correspond to **BS 5728/1, ISO 4064/1** and no deviations from this shall be accepted.

##### **5.2 Error Limits.**

Characteristic curves of accuracy with parallel tables up to the maximum operating capacity are to be provided by the Tenderer. These characteristic curves must be supported by test certificates from the National Standards Institute of the country of manufacture or an equivalent International Standard.

The maximum error permitted in the Lower Zone, from  $Q_{\min}$  inclusive, up to but excluding  $Q_t$ , is  $\pm 5\%$ .

The maximum error permitted in the Upper Zone, from  $Q_t$  inclusive, up to and including  $Q_{\max}$  is  $\pm 2\%$ .

#### **(6) Detailed Specifications of Meters**

##### **6.1 Metrological Classes**

Water meters shall be considered as divided into three meteorological classes according to the value of  $Q_{\min}$  and  $Q_t$  as shown in the following table: -

Classes	$Q_n < 15\text{m}^3/\text{h}$	$Q_n \geq 15\text{m}^3/\text{h}$
Class B		
Value of: $Q_{\min}$	$0.02 Q_n$	$0.03 Q_n$
Value of: $Q_t$	$0.08 Q_n$	$0.02 Q_n$

Tenderers shall state the meteorological classes of the meters offered.

## 6.2 Head Loss

Characteristic curves of head losses plotted against the rate of flow from the minimum flow rate shall be provided by the Tenderer. The meters shall show a loss of head not exceeding 1 Bar at  $Q_{\max}$  in accordance with ISO 4064/1 or BS 5728/1 Part 1

The head losses must be plotted against the whole range of flows.

## 6.3 Accuracy

The meters performance specification shall be to ISO 4064/1 or BS 5728/1 Part 1, **Class C** or to equivalent internationally recognized Standard. The meters must be able to retain their accuracy when installed in either horizontal, vertical or inclined planes.

## 6.4 Flow Rates

The Tenderer shall state the nominal flow rates of the water meters, supported by copies of the test certificates from the National Standards Institution of the manufacturer's country and a statement of the national or international standards to which these flow rates comply.

Such nominal flow rates ( $Q_n$ ) shall be clearly specified.

## 6.5 Flow Indication

### a) Indicating Device

The indicator shall provide for reliable and unambiguous direct reading of the volume of water measured in cubic metres or in cubic meters and litres.

The indications of volume shall be by any of the two types as follows: -

**Type 1** By a row of inline consecutive digits in one or more apertures (drum Counters); or

**Type 2** A combinations of drum counters for whole units of cubic meters and Pointers on circular scales for fractions of cubic meters.

Drum counters shall be black for indication of a cubic metre and its multiples shall be red for indication of fractions of a cubic metre. Visible movements of the digits shall be upwards and the actual or apparent height of the digits on the drums shall be not less than 4 mm. The advance of a digital unit shall be completed while the next lower valued digit is within the last tenth of its travel.

The drums showing digits of lowest value shall move continuously in Type 1, and may move continuously in Type 2. Indicators with pointers (Type 2) shall rotate in a clockwise direction. The value of each division on the scales shall be expressed in multiples or sub-multiples of ten. **Each scale shall be graduated in cubic meters or accompanied by a multiplying factor (x0.1 x0.01 x10 x100) according to the value of the scale.** The symbol  $\text{m}^3$  shall appear on the dial.

b) Values Recorded

The indicator shall, as minimum requirement, record the following values: -

Size of Meter (ND)	Minimum Registration (m <sup>3</sup> )	Maximum Registration Before Self Re-Set (m <sup>3</sup> )
15mm	0.001	10,000
20mm to 40mm	0.001	100,000

6.6 *Materials and Design*

The materials used in the construction shall be designed to withstand raw and treated (potable) water and operate for at least 5 years without normal need for maintenance or repair and without the maximum error exceeding the specified limits.

Tenderers shall specify the optimum pH and the water quality for which the meters have been designed.

They must be constructed throughout of materials which are resistant to internal and external corrosion and if necessary be protected by some suitable surface treatment. All materials of the water meter which are in contact with the water flowing through the water meter shall be non-toxic and non-tainting. Water temperature variations within the working range shall not adversely affect the materials used in the construction of the water meter.

a) Meter Bodies

The meters shall have a durable metallic outer case protecting the inside of the meter. For meters of size 15mm to 25mm diameter, the body shall be manufactured of a copper alloy containing no less than 57% copper. The castings shall not be repaired in any manner. The outer body casing shall be of the split case type. The outer casing may consist of two parts which are screwed together and a watertight seal between the two.

The meter body casing must be made from materials with a life expectancy under normal use in excess of 20 years and possibilities to dismantle and repair of the meter without necessarily breaking a costly part of the meter.

On all meters, the size, model and direction of flow shall appear in indelible marking cast in raised characters on the outer case of meter.

b) External Case Bolts.

Where external case bolts, screw cap bolts, nut and bolts form part of the meter design these shall be arranged for easy removal after a long service. They shall be of the same composition as the meter casing as appropriate or of stainless steel.

c) Registers

The viewing window shall be of a transparent material which will not shatter, discolour, become opaque or distort in normal use, and should be minimal in size. The register (counter) shall be direct straight reading in cubic metres and litres (9,999.9999) – the number-wheels should not be in contact with the water being measured but sealed within a shock proof synthetic polymer enclosure filled with liquid for lubrication.

A hinged lid made of metallic or other materials having satisfactory characteristics shall over-lap the viewing window when in the closed position.

Tenderers shall provide details of the materials of construction and design of the lid.

(7) Ancillary Requirements

a) Strainers

All meters shall be provided with effective inlet strainers which shall be of rigid construction, close fitting and designed for easy removal. Inlet strainers should be of nickel-plated copper, stainless steel or other materials having satisfactory characteristics. The strainer should have an effective straining area of at least three times that of the meter body inlet diameter.

Tenderers shall provide details of the materials of construction, aperture size and design of strainers.

b) Non-return Valves

All meters shall be supplied with integral non-return valves.

Tenderers shall provide details of the materials of construction and design of non-return valves.

c) End Connectors

All meters of size 15mm to 25mm diameter shall be supplied complete with a set of copper alloy connections threaded to 1/2" BSP male containing no less than 57% copper, comprising cap nuts, linings and fiber sealing washers. Cap nuts should have facility for sealing wire.

d) Sealing

Water meters shall be provided with a means of sealing so that after sealing, both before and after the water meter has been properly installed, there shall be no possibility of dismantling or altering the water meter or its adjustment device without visibly damaging the seal. The meters shall be sealed subsequent to manufacture and before delivery to the purchaser.

The preferred method of sealing is by a corrosive resistant wire inserted through 2.5 mm diameter holes in the halves of the body, and secured by a circular sheet metal seal impressed by a device which provides a unique imprint on the seal.

Tenderers shall provide details of the sealing wire type with proof of corrosive resistant and method proposed.

e) Marking: Each water meter shall be marked on the casing with the following information

- a) Direction of flow of water on both sides of the meter
- b) Maximum flow rate (m<sup>3</sup>/hr)
- c) Serial number (engraved)
- d) Manufactures name
- e) Country of Origin
- f) Year of manufacture

## (8) Workmanship

The meters shall be guaranteed against defects in materials and workmanship for a minimum period of one year from the date of delivery. Parts to replace those in which a defect may develop within such period shall be supplied without charge, piece for piece, upon the return of such defective parts to the supplier thereof or upon proof of such defects.

Meters should be designed for easy disassembly and re-assembly without the use of special tools or equipment and should be easy to maintain and repair. Meters designed to resist vandalism will be preferred.

### **SUMMARY OF SPECIFICATIONS**

#### General Specifications:

The body of the 15 mm to 25 mm size of meter shall be of brass, larger sizes being in cast iron. The external surface of the brass bodies shall be coated with baked enamel and the cast iron bodies shall be painted with epoxy resin or similar. All consumer meters shall be supplied with a pair of meter linings to facilitate the removal of the meter. The bidder will include at least 10% of serviceable spare parts with the meters.

The working parts of the helix type meter shall facilitate removal for repair or replacement without removing the meter body from the pipeline.

- The dial of the meter shall be of the direct reading type registered in cubic meters with suitable lid locking device.
- The 15mm and 20 mm meter sizes shall be guaranteed to register commencing at 5 litres per hour.
- The meters should have in-built non-return valve.
- The meter should have a facility to hold solids in suspension until flushed out.

#### **Consumer Meter Specifications:**

All meters will meet the following specifications:

- Minimum working pressure: 10 bar.
- No plastic meter body.
- Meter type: multi-jet turbine, with a direct magnetic coupling between the turbine and the totalizer and no gears in the measured water.
- Extra-dry easily replaceable totalizer, watertight.
- Straight reading of the cubic meters volume, with digit rollers.
- Possibilities of dismantle and repair of the meter without necessarily breaking a costly part of the meter.
- Marking has to respect the obligatory marking standards. The year of manufacture must be shown. The serial number must also appear on the meter.
- The marking of the initial verification affixed on the meter.

### Meter Size Specifications:

**i) Nominal Diameter: 15mm (½")**

- Max. Length without tail pieces: 170mm.
  - Threaded end connection: G ¾" – B.
  - Meteorological class B, horizontal totalizer facing upwards:
- 
- Nominal flow rate  $Q_n = 1.5 \text{ m}^3/\text{h}$ , accuracy +/- 2%
  - Maximum flow rate  $Q_{\max} = 3 \text{ m}^3/\text{h}$ , accuracy +/- 2%
  - Transitional flow rate  $Q_t = 120 \text{ l/h}$ , accuracy +/- 2%
  - Minimum flow rate  $Q_{\min} = 30 \text{ l/h}$ , accuracy +/- 5%
  - Starting flow rate = 10 l/h



## SECTION VI

### SCHEDULE OF REQUIREMENTS

#### A. METERS

S/No.	Description	Unit	Qty
1	15mm (1/2") dia Copper alloy body propeller type meter; "KENT" make or equivalent	No	500

#### B. MASONRY TOOLS

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Plumb-Bob	Pcs	5	
2.	Spirit Level 24"	Pcs	5	
3.	Building Lines	Pcs	5	
4.	Trowels 5	Pcs	5	
5.	Masons Hammer	Pcs	5	
6.	Cold Chisel Sharp and Point	Pcs	5	
7.	Building Square	Pcs	5	
8.	Steel Float	Pcs	5	
9.	Wooden Float	Pcs	5	
10.	Corner Killer External/Internal	Pcs	5	
11.	Straight Edge	Pcs	5	
12.	Key-Rod	Pcs	2	
13.	Tape Measure	Pcs	4	
14.	Horse Pipe Transparent	Roll	1	
15.	String Level	Pcs	5	
16.	Cross Cut Saw	Pcs	5	
17.	Combination Pliers	Pcs	5	
18.	Pincer	Pcs	5	
19.	Hack Saw	Pcs	5	

#### C. CUTTING TOOLS

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Rip Saw 24"	Pcs	5	
2.	Cross Cut Saw 26"	Pcs	5	
3.	Tenon Saw 12"	Pcs	5	
4.	Panel Saw	Pcs	5	
5.	Key Hole Saw	Pcs	5	
6.	Flat Saw	Pcs	5	
7.	Glass Cutter	Pcs	5	
8.	Heavy Duty Pangas	Pcs	20	
9.	Heavy Duty Axes	Pcs	4	

**D. PLANNING TOOLS**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Try Plane	Pcs	5	
2.	Jack Plane No.6	Pcs	5	
3.	Smooth Plane	Pcs	5	
4.	Rebate Plane No.75	Pcs	5	
5.	Plough Plane	Pcs	5	
6.	Shoulder	Pcs	5	
7.	Spoke Shave Plane	Pcs	4	
8.	Router Plane	Pcs	4	

**E. FIXING TOOLS**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Flat Screw Driver 6"	Pc	1	
2.	Star Screw 6"	Pc	1	
3.	Claw Hammer	Pcs	5	
4.	Ball Pein Hammer	Pcs	5	
5.	Warrington Hammer	Pcs	5	
6.	Sash Clamp 5ft and 6ft	Pcs	1	
7.	G-Clamp 10"	Pcs	4	
8.	F-Clamp 16"	Pcs	4	

**F. CHISELS (MORTICE CHISEL)**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	¼ Inch and ½ Inch	Pcs	4	
2.	¾ Inch and 5/8 Inch	Pcs	4	
3.	7/8 Inch and 1 Inch	Pcs	4	

**G. PLIERS**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Pliers 8"	Pcs	5	
2.	Pliers 6"	Pcs	5	

**H. MARKING TOOLS**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Marking Gauge	Pcs	5	
2.	Mortice Gauge	Pcs	5	
3.	Sliding Bevel	Pcs	5	

**I. MEASURING TOOLS**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Tape Measure	Pcs	5	
2.	Spirit Level 24"	Pcs	5	
3.	Plump Bob	Pcs	4	
4.	Try Square 8"	Pcs	4	

**J. SMOOTHING AND SHARPENING TOOLS**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Oil Stone	Pcs	5	
2.	Triangular File 8"	Pcs	5	
3.	Flat File 8"	Pcs	5	

**K. BORING TOOLS**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	Racet Brace Bits	Pcs	4	
2.	Nail Punch	Pcs	4	
3.	Electric Portable Planner	Pcs	4	
4.	Electric Portable Sanding Machine	Pcs	4	
5.	Electric Portable Saw	Pcs	4	
6.	Electric Portable Rebate	Pcs	3	

**L. STEPPING RANDEERS AND LEATHER KNEE CAP**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	8 ft	Pcs	5	
2.	6 ft	Pcs	5	
3.	Leather Knee Cap	Pairs	10	

**PLUMBING TOOLS****PIPE RANGES ``SIZES``**

S/No.	Description	Unit	Qty	Brand and Country of Origin
1.	18"	Pcs	4	
2.	12"	Pcs	4	
3.	8"	Pcs	4	
4.	6"	Pcs	4	
5.	Chain Ranges	Pcs	2	
6.	Die Stock 2" - 1/2"	Pc	1	
7.	Bender Machine	Pc	1	
8.	Screw Driver Flat (Set)	Pcs	2	

<b>S/No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Brand and Country of Origin</b>
9.	Screw Driver Star (Set)	Pcs	2	
10.	Binding Table	Pc	1	
11.	Pliers 8"	Pcs	3	
12.	Kasuku Pliers	Pcs	3	
13.	Hack Flame	Pcs	3	
14.	Claw Hammer	Pcs	2	
15.	Mason Hammer	Pcs	3	
16.	Spirit Level 12"	Pcs	3	
17.	Tape Measure 100ft	Pcs	2	
18.	Long Nose Pliers	Pcs	3	
19.	Tape Measure 5 Metres	Pcs	2	
20.	Adjustable Spanners 18"	Pcs	2	
21.	Adjustable Spanners 12"	Pcs	2	
22.	Adjustable Spanners 8"	Pcs	2	
23.	Open Spanners	Set	1	
24.	Ring Spanners	Set	1	
25.	PPR Jointing Machine Sizes 2"-1"	Pc	1	
26.	PPR Jointing Machine Sizes 1"- ½"	Pc	1	
27.	Drilling Machine Complete	Pcs	2	
28.	Vice (Bench) 4"	Pc	1	
29.	Vice (Bench) 3" To ½"	Pc	1	
30.	Die Cutter 1 ½" -2",1-1½"	Pcs	2	
31.	Die Cutter ½ " - ¾"	Pcs	2	

## SECTION VII

### PRICE SCHEDULE

#### A. METERS

S/No.	Description	Unit	Qty	Unit Price
1	15mm (1/2") dia Copper Alloy body propeller type meter; "KENT" make or equivalent	No.	500	
	Country of Origin			
	Make			

#### B. PRICE SCHEDULE FOR MAINTENANCE TOOLS

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Plumb-Bob	Pcs	5		
2.	Spirit Level 24"	Pcs	5		
3.	Building Lines	Pcs	5		
4.	Trowels 5	Pcs	5		
5.	Masons Hammer	Pcs	5		
6.	Cold Chisel Sharp and Point	Pcs	5		
7.	Building Square	Pcs	5		
8.	Steel Float	Pcs	5		
9.	Wooden Float	Pcs	5		
10.	Corner Killer External/Internal	Pcs	5		
11.	Straight Edge	Pcs	5		
12.	Key-Rod	Pcs	2		
13.	Tape Measure	Pcs	4		
14.	Horse Pipe Transparent	Roll	1		
15.	String Level	Pcs	5		
16.	Cross Cut Saw	Pcs	5		
17.	Combination Pliers	Pcs	5		
18.	Pincer	Pcs	5		
19.	Hack Saw	Pcs	5		

#### C. CUTTING TOOLS

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Rip Saw 24"	Pcs	5		
2.	Cross Cut Saw 26"	Pcs	5		
3.	Tenon Saw 12"	Pcs	5		
4.	Panel Saw	Pcs	5		
5.	Key Hole Saw	Pcs	5		
6.	Flat Saw	Pcs	5		
7.	Glass Cutter	Pcs	5		
8.	Heavy Duty Pangas	Pcs	20		
9.	Heavy Duty Axes	Pcs	4		

**D. PLANNING TOOLS**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Try Plane	Pcs	5		
2.	Jack Plane No.6	Pcs	5		
3.	Smooth Plane	Pcs	5		
4.	Rebate Plane No.75	Pcs	5		
5.	Plough Plane	Pcs	5		
6.	Shoulder	Pcs	5		
7.	Spoke Shave Plane	Pcs	4		
8.	Router Plane	Pcs	4		

**E. FIXING TOOLS**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Flat Screw Driver 6"	Pc	1		
2.	Star Screw 6"	Pc	1		
3.	Claw Hammer	Pcs	5		
4.	Ball Pein Hammer	Pcs	5		
5.	Warrington Hammer	Pcs	5		
6.	Sash Clamp 5ft and 6ft	Pc	1		
7.	G-Clamp 10"	Pcs	4		
8.	F-Clamp 16"	Pcs	4		

**F. CHISELS (MORTICE CHISEL)**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	¼ Inch and ½ Inch	Pcs	4		
2.	¾ Inch and 5/8 Inch	Pcs	4		
3.	7/8 Inch and 1 Inch	Pcs	4		

**G. PLIERS**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Pliers 8"	Pcs	5		
2.	Pliers 6"	Pcs	5		

**H. MARKING TOOLS**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Marking Gauge	Pcs	5		
2.	Mortice Gauge	Pcs	5		
3.	Sliding Bevel	Pcs	5		

**I. MEASURING TOOLS**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Tape Measure	Pcs	5		
2.	Spirit Level 24"	Pcs	5		
3.	Plump Bob	Pcs	4		
4.	Try Square 8"	Pcs	4		

**J. SMOOTHING AND SHARPENING TOOLS**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Oil Stone	Pcs	5		
2.	Triangular File 8"	Pcs	5		
3.	Flat File 8"	Pcs	5		

**K. BORING TOOLS**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	Ratchet Brace Bits	Pcs	4		
2.	Nail Punch	Pcs	4		
3.	Electric Portable Planner	Pcs	4		
4.	Electric Portable Sanding Machine	Pcs	4		
5.	Electric Portable Saw	Pcs	4		
6.	Electric Portable Rebate	Pcs	3		

**L. STEPPING RANGERS AND LEATHER KNEE CAP**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	8 ft	Pcs	5		
2.	6 ft	Pcs	5		
3.	Leather Knee Cap	Pairs	10		

**M. PLUMBING TOOLS****PIPE RANGES "SIZES"**

S/No.	Description	Unit	Qty	Unit Price	Total Price
1.	18"	Pcs	4		
2.	12"	Pcs	4		
3.	8"	Pcs	4		
4.	6"	Pcs	4		
5.	Chain Ranges	Pcs	2		
6.	Die Stock 2" - 1/2"	Pc	1		
7.	Bender Machine	Pc	1		
8.	Screw Driver Flat (Set)	Pcs	2		
9.	Screw Driver Star (Set)	Pcs	2		
10.	Binding Table	Pc	1		
11.	Pliers 8"	Pcs	3		
12.	Kasuku Pliers	Pcs	3		
13.	Hack Flame	Pcs	3		
14.	Claw Hammer	Pcs	2		
15.	Mason Hammer	Pcs	3		
16.	Spirit Level 12"	Pcs	3		
17.	Tape Measure 100ft	Pcs	2		
18.	Long Nose Pliers	Pcs	3		
19.	Tape Measure 5 Metres	Pcs	2		
20.	Adjustable Spanners 18"	Pcs	2		
21.	Adjustable Spanners 12"	Pcs	2		
22.	Adjustable Spanners 8"	Pcs	2		
23.	Open Spanners	Set	1		
24.	Ring Spanners	Set	1		
25.	PPR Jointing Machine Sizes 2"-1"	Pc	1		

S/No.	Description	Unit	Qty	Unit Price	Total Price
	PPR Jointing Machine Sizes 1"- 1/2"	Pc	1		
26.	Drilling Machine Complete	Pcs	2		
27.	Vice (Bench) 4"	Pc	1		
28.	Vice (Bench) 3" To 1/2"	Pc	1		
29.	Die Cutter 1 1/2" -2", 1-1 1/2"	Pcs	2		
30.	Die Cutter 1/2 " - 3/4"	Pcs	2		

<b>Delivery Period (Delivery to be made at Kamburu Store)</b>	
<b>Total: A</b>	
<b>Total: B</b>	
<b>Total: C</b>	
<b>Total: D</b>	
<b>Total: E</b>	
<b>Total: F</b>	
<b>Total: G</b>	
<b>Total: H</b>	
<b>Total: I</b>	
<b>Total: J</b>	
<b>Total: K</b>	
<b>Total: L</b>	
<b>Total: M</b>	
<b>Sub Total</b>	
<b>16% VAT</b>	
<b>Grand Total</b>	

Signature of tenderer: \_\_\_\_\_

Stamp: \_\_\_\_\_

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



## SECTION VIII

### STANDARD FORMS

#### 8.1 FORM OF TENDER

Date

Tender No.

To:

Kenya Electricity Generating Company Limited  
P.O. BOX 47936-00100  
NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply of Water Meters and Masonry Tools for Eastern Hydros** 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 equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 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 one hundred and twenty days *[120]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

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

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

**Note:** In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2015**  
**“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.**

# **MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

Name of Applicant(s).....

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

## **Part 1 – General**

Business Name:.....Certificate of Incorporation / Registration No. ....Location of business premises:  
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 ..... 2015.  
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 ..... 2015.  
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 ..... 2015.  
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 ..... 2015  
Suppliers' / Company's Official Rubber Stamp  
.....

**Part 2 (h) – Interest in the Firm:**

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No  
..... (Delete as necessary) Institution .....

(Title) (Signature) (Date)

**Part 2(i) – Experience: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT’S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. AGPO FIRMS ARE HOWEVER EXCLUDED ENTIRELY FROM FILLING IT.**

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

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

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

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

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

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

**Part 2(j or k) – Declaration**

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

Full names

.....

Signature.....

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

In the capacity of

.....

Dated this ..... day of .....2015.

Suppliers’ / Company’s Official Rubber Stamp

.....

**8.3 TENDER SECURITY FORM**  
*(To be on the Banks Letterhead)*

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

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

Sealed with the Common Seal of the said Bank this \_day of \_\_\_\_\_20\_\_\_\_\_

**THE CONDITIONS** of this obligation are:-

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

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

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

*[Signature of the bank]* \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between Kenya Electricity Generating Company Limited of P.O. Box 47936-00100 Nairobi (hereinafter called “the Procuring Entity) of the one part and ..... [name of the Supplier] of ..... [city and country of the Supplier] (hereinafter called “the Supplier”) of the other part;

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity’s Notification of Award and Tenderer’s Acceptance
  - (g) Applicable addenda and clarifications
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM  
(To be on the Banks Letterhead)**

To .....  
[name of Procuring entity]

**WHEREAS** \_\_\_\_\_  
[name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] for dated \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_ to Supply Water Meters and Masonry Tools for Eastern Hydros  
[description of goods] (hereinafter called “the Contract”).

**AND WHEREAS** it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the tenderer a guarantee:

**NOW THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

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

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

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

