

**KENYA ELECTRICITY GENERATING
COMPANY LIMITED**

KGN-SALE -02-2018

**TENDER FOR DISPOSAL OF USED
MOTOR VEHICLES**

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

JULY, 2018

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INTRODUCTION

- 1.1 This Standard tender document for Sale of disposable Stores and Equipment has been prepared for use by public entities in Kenya in the disposal stores and equipment as provided by part XIV of the Public Procurement and Disposal Act, 2015.
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the tender notice. The final document to be provided to the tenderers should not have blank spaces or give options
 - (b) The instructions to the tenderers should remain unchanged. Any necessary amendments to these parts should be made through the Appendix to instructions to tenderers.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

SECTION I - INVITATION TO TENDER

* **Tender Ref No.** **KGN-SALE-02-2018**

Tender Name: Tender for disposal of used motor vehicles

1.1 The Kenya Electricity Generating Company Limited now invites sealed tenders from eligible candidates to purchase obsolete equipment and scrap at various KenGen locations.

Interested eligible candidates may obtain further information from and inspect the tender documents at:

Supply Chain Director
Tel: (254) (020) 3666000
Fax: (254) (020) 3666200
Email : tenders@kengen.co.ke

c.c: wkariuki@kengen.co.ke

Whereas the tender document may be collected upon payment of a non-refundable fee of Kenya shillings 1000/= paid in cash at any KenGen office or through a banker's cheque. The document can also be viewed and downloaded from the website www.kengen.co.ke. Bidders who download the tender document from the website will not be required to pay any fee.

Tenders **MUST** be accompanied by a refundable tender deposit in the amounts indicated in the tender document. Failure to submit a deposit will lead to disqualification.

Tenders **MUST** be delivered in plain sealed envelope clearly marked "**TENDER FOR SALE OF USED MOTOR VEHICLES**".

There shall be **mandatory site visits** on the dates and time specified in the tender document, failure to adhere to the schedule shall lead to disqualification.

The **original** and **one** copy of the tender **MUST** be addressed to:

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

On or before: **24th July 2018 at 10.00 a.m.**

Tenders will be opened on **24th July 2018 at 10.30 a.m.** in the presence of the candidates' representatives who choose to attend on date and time at RBS Plaza, in the tender opening room.

SUPPLY CHAIN DIRECTOR

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.

2.2 Cost of Tendering

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Invitation to tender
 - (ii) Instructions to tenderers
 - (iii) Schedule of items and price
 - (iv) Conditions of Tender
 - (v) Form of tender
 - (vi) Confidential Business questionnaire Form
 - (vii) Tender Commitment Declaration Form

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Documents

2.4.1 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 for tenders. 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.

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

2.4.3 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.

2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.5.3 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.

2.6 Tender Prices and Currencies

- 2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract.
- 2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period 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
- 2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

- 2.7.1 The tenderer shall put a deposit for every item/lot tendered for in the amounts indicated in the schedule of items and prices **OR** as otherwise instructed in the tender document.
- 2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item/lot.
- 2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.7.4 The successful Tenderer's tender deposit will be refunded once the tenderer has collected the materials and cleaned the site to the satisfaction of KenGen.
- 2.7.5 The tender deposit may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
 - (b) in the case of a successful tenderer, if the tenderer fails to pay full bid price within the stipulated timeframe.

2.8 Validity of Tenders

- 2.8.1 Tenders shall remain valid for 90 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.8.2 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 deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

2.9. Viewing of Tender Items

2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on "AS WHERE IS CONDITION" and the conditions of the items are not warranted by the seller.

2.10 Sealing and Marking of Tenders

2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and "DO NOT OPEN BEFORE **24th July 2018 at 10.00 a.m.**"

2.11 Deadline for Submission of Tenders

2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **24th July 2018 at 10.00 a.m.**

2.11.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications And Withdrawals Of Tenders

2.12.1 Modification of tenders

2.12.1.1 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.

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.12.2 Withdrawals and tenders

2.12.2.1 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. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

2.13 Opening of Tenders

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at **24th July 2018 at 10.30 a.m.** and in the location specified in the invitation to tender.

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

2.13.3 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.14 Clarification of tenders

2.14.2 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.

2.14.3 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.

2.15 Evaluation and Comparison of Tenders

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the tender within **30 days** of the validity period from the date of opening the tender.

2.16 Award Criteria

2.16.1 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 highest evaluated tender, subject to the reserves price.

2.17 Notification of Award

2.17.2 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.

2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18 Contacting the Procuring entity

2.18.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.18.2 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.

Appendix to Instructions to tenderers.

Notes on the appendix to the Instructions to Tenderers.

1. The Appendix to Instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clauses in the instructions to tenderers included in Section II and the appendix has to be prepared for each specific tender.
2. The procuring entity should specify in the appendix, information and requirements specific to the circumstances of the procuring entity, the procuring of the tender, the nature of items being sold and the evaluation criteria that will apply to the tender.
3. In preparing the appendix, the following aspects should be taken into consideration:
 - (a) the information that specifies and complements provisions of Section II to be incorporated
 - (b) amendments and or supplements if any, to provisions of Section II as necessitated by the circumstances of specific items to be also incorporated.
4. Section II should remain unchanged and can only be amended through the appendix.

Appendix to Instructions to tenderers.

The following information for sale of obsolete equipment shall complement, supplement or amend, the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

| <i>Instructions to Tenderers Reference</i> | <i>Particulars of appendix to Instructions to tenderers</i> |
|--|--|
| <i>Clarification</i> | <i>Bidders queries must be sent through email to tenders@kengen.co.ke. This must be received not less than 7 days prior to tender closure.</i> |
| <i>Tender Validity</i> | <i>Tender is valid for 120 days.</i> |
| <i>Tender closing date</i> | <i>Tender closes on 24th July 2018 at 10.00 a.m.</i> |
| <i>Tender Deposit:</i> | <i>Tender deposit shall be Kshs 50,000.00 per vehicle and each bidder is allowed to bid for any number of vehicles.</i> |

| | |
|--|---|
| <p><i>Evaluation requirements:</i></p> | <p><i>Further to clause 2.15, the evaluation will be summarized as below:</i></p> <p><i>a) Bidder eligibility</i></p> <ul style="list-style-type: none"> • <i>Clause 2.1.3 will apply</i> • <i>Duly completed and signed confidential business questionnaire.</i> <p><i>b) Compliance with Tender Conditions</i></p> <ul style="list-style-type: none"> • <i>Correct amount of Tender deposits effected (Attach KenGen payment receipt(s) obtained from any KenGen pay office.</i> • <i>Completeness of Tender.</i> • <i>Form of Tender duly completed and stamped/signed.</i> • <i>Tender documents MUST be well paginated/serialised.</i> <p><i>c) The bid price quoted</i></p> <ul style="list-style-type: none"> • <i>Comparison to price quoted.</i> • <i>The highest evaluated bidder for each lot/item will be awarded.</i> |
| <p><i>Collection</i></p> | <p><i>Bidders MUST collect the motor vehicles within (14) days of award failure to which storage charges shall apply.</i></p> |
| <p><i>Storage Charges</i></p> | <p><i>a) This shall be at the rate of Kshs 500.00 per day/lot effective on the 15th day of award and shall continue for the next 15 days.</i></p> <p><i>b) Awards for vehicles not collected within 30 days shall be cancelled and the bidder forfeits the tender deposit.</i></p> |
| <p><i>Eligibility</i></p> | <p><i>The tender is open to Kenyan citizens above 18 years of age in addition to the requirements of Clause 2.1.3.</i></p> |
| <p><i>Tender Deposit refund:</i></p> | <p><i>Tender Deposit refund: The unsuccessful tenderers' deposit will be refunded within fourteen (14) days after the expiration of the period of tender validity period prescribed in the tender document, while the winning tenderers' deposit shall be refunded after collection of the vehicle(s).</i></p> |

| | |
|----------------------|---|
| <i>Site visit</i> | <p>Site visit: Shall be carried out between 9.00am – 12.30pm as below;</p> <p>Kamburu Power Station - 16th July 2018 Tana Power Station - 17th July 2018 Olkaria - 18th July 2018 Kitale - 19th July 2018</p> |
| <i>Payments</i> | <p>Payment: Sum total of the bid price must be made before collection of the lots.</p> |
| <i>Reserve Price</i> | <p>Reserve Price: Sale is subject to reserve price indicated in the tender document.</p> |

SECTION III - SCHEDULE OF ITEMS

| Lot No. | Reg. No. | Make | Type | Area | Condition/Status | Reserve Price |
|---------|----------|-------------------|---------------|---------|---------------------|---------------|
| 1 | KAE019F | Toyota Hiace | Micro van | 7 FORKS | Grounded | 130,000.00 |
| 2 | KAU410J | Mitsubishi Pajero | Station Wagon | 7 FORKS | Frequent breakdowns | 280,000.00 |
| 3 | KAV473E | Ford Ranger | Double cab | 7 FORKS | Frequent breakdowns | 384,000.00 |
| 4 | KAV488E | Nissan J46 | VAN | 7 FORKS | Frequent breakdowns | 310,000.00 |
| 5 | KAW891Z | Ford Ranger | Pick Up | 7 FORKS | Grounded | 350,000.00 |
| 6 | KAY305V | Isuzu TFR54 | Pick Up | 7 FORKS | Frequent breakdowns | 420,000.00 |
| 7 | KAY312V | Tata LP713 | Mini bus | 7 FORKS | Frequent breakdowns | 500,000.00 |
| 8 | KBB577S | Faw CA1080 | Mini bus | 7 FORKS | Frequent breakdowns | 488,000.00 |
| 9 | KBG625C | Yamaha DT125 | Motor Cycle | 7 FORKS | Frequent breakdowns | 99,200.00 |
| 10 | KBP740A | Mitsubishi Pajero | Station Wagon | 7 FORKS | Frequent breakdowns | 617,050.00 |
| 11 | KAN302K | Isuzu TFR54 | Pick up | OLKARIA | Frequent breakdowns | 432,000.00 |
| 12 | KAR722L | Toyota HZJ79 | Station Wagon | OLKARIA | Frequent breakdowns | 712,000.00 |
| 13 | KAV466E | Ford Ranger | Double cab | OLKARIA | Frequent breakdowns | 456,000.00 |
| 14 | KAV467E | Ford Ranger | Double cab | OLKARIA | Frequent breakdowns | 400,000.00 |
| 15 | KAV468E | Ford Ranger | Double cab | OLKARIA | Frequent breakdowns | 400,000.00 |
| 16 | KAV470E | Ford Ranger | Double cab | OLKARIA | Frequent breakdowns | 472,000.00 |
| 17 | KAV490E | Nissan UD | Bus | OLKARIA | Frequent breakdowns | 1,360,000.00 |
| 18 | KAW890Z | Ford Ranger | Double cab | OLKARIA | Frequent breakdowns | 624,000.00 |
| 19 | KAY313V | Tata LP713 | Mini bus | OLKARIA | Frequent breakdowns | 552,000.00 |
| 20 | KAV542K | Mitsubishi Pajero | Station Wagon | OLKARIA | Frequent breakdowns | 360,000.00 |

| | | | | | | |
|----|---------|-------------------|---------------|------------|-----------------------|------------|
| 21 | KAM556K | Mitsubishi Pajero | Station Wagon | OLKARIA | Frequent breakdowns | 280,000.00 |
| 22 | KAG264F | IsuzuNKR | Mini Lorry | UPPER TANA | Frequent breakdowns | 360,000.00 |
| 23 | KAU407J | Mitsubishi Pajero | Station Wagon | OLKARIA | Grounded for disposal | 280,000.00 |
| 24 | KAW488Z | Daihatsu Terios | S.Wagon | UPPER TANA | Frequent breakdowns | 344,000.00 |
| 25 | KAW860Z | Daihatsu Terios | Station Wagon | UPPER TANA | Frequent breakdowns | 352,000.00 |
| 26 | KBL136G | Nissan Xtrail | Station Wagon | UPPER TANA | Frequent breakdowns | 760,000.00 |
| 27 | KBL138G | Nissan Xtrail | Station Wagon | UPPER TANA | Frequent breakdowns | 680,000.00 |
| 28 | KBL172G | Nissan Xtrail | Station Wagon | UPPER TANA | Frequent breakdowns | 960,000.00 |
| 29 | KAV472E | Ford Ranger | Pick up | UPPER TANA | Frequent breakdowns | 376,000.00 |
| 30 | KAV491E | Toyota LH114 | Micro van | UPPER TANA | Frequent breakdowns | 416,000.00 |
| 31 | KAY301V | Isuzu TFR77 | Pick up | UPPER TANA | Frequent breakdowns | 472,000.00 |
| 32 | KAY323V | Tata LP713 | Mini Bus | UPPER TANA | Frequent breakdowns | 520,000.00 |
| 33 | KBL520G | Isuzu | Mini Bus | KITALE | Grounded | 460,000.00 |

TENDERERS' BID SUMMARY

Tender for Sale of Used Motor Vehicles

Tenderers **MUST** fill this bidding summary.

SUMMARY TABLE

| Lot No. | Vehicle Registration | Make/ Model | Bid Price (Kshs) |
|----------------|-----------------------------|--------------------|-------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
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| 20 | | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |
| 26 | | | |
| 27 | | | |
| 28 | | | |
| 28 | | | |
| 30 | | | |
| 31 | | | |
| 32 | | | |
| 33 | | | |
| Total amount bidded | | | |

Tender Deposit Commitment Declaration Form

As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

| Description | Deposit (Kshs) | Receipt No. and Date |
|-----------------------------|----------------|----------------------|
| Sale of Used Motor Vehicles | | |

TENDERER'S NAME: _____

TENDERER'S SIGNATURE-- _____

DATE : _____

COMPANY'S RUBBER STAMP _____

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 4.3 Tenderers who will be awarded contracts are required to pay for the items after 14 days and not later than 21 days failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the procedures shall be followed.
- 4.4 Tenderers who will not be awarded contracts will be refunded the deposits **fourteen (14) days** after notification of the communication of the contract awards.
- 4.5 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making payments failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.
- 4.6 The procuring entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity.

Appendix to Conditions of Tender

Notes on appendix to Conditions of tender

1. The clauses in the appendix to conditions of tender are intended to assist the procuring entity in procuring specific information in relation to corresponding clauses in the conditions of tender.
2. The Provisions of the appendix complement the conditions of tender included in Section IV. In preparing the appendix, the following aspects should be taken into consideration;
 - (a) information that complement provisions of Section IV to be incorporated
 - (b) Amendments and or supplements to provisions of Section IV, as necessitated by the circumstances of the specific items of sale must also be incorporated.
 - (c) Section IV should remain unchanged and can only be amended through the appendix.

Appendix to conditions of tender

The following information for sale of boarded stores and equipment shall complement, supplement, or amend, the provisions of the conditions of the tender. Whenever there is a conflict between the provisions of the conditions of tender and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the conditions of tender.

| Conditions of tender reference | Particulars of the appendix to Conditions of tender |
|--------------------------------|---|
| <i>Reserve Price</i> | <i>Items tendered for below the reserve price will be retained by the procuring entity.</i> |
| <i>Tender Deposit</i> | <i>As stipulated in the tender document</i> |

SECTION V - STANDARD FORMS

Notes on Standard Forms

- 5.1 The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

5.1 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 purchase and collect all the items offered to us in conformity with the said tender documents for the sum of Kshs.....(in words)
.....
.....
[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 pay for and collect the items in accordance with the requirements of the tender.

3. We agree to abide by the tender for a period of[number] 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.

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

Dated this _____ day of _____ 2018

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant(s).....

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

Part 1 – General

Business Name:.....Certificate of Incorporation /
Registration No.Location of business premises:
CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (Full Names) Direct / Mobile No's.....
Title Power of Attorney (Yes / No)
If yes, attach written document.
Nature of Business (Indicate whether manufacturer, distributor, etc)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
KRA PIN No.....
Value of the largest single assignment you have undertaken to date (US D/KShs)
.....
Was this successfully undertaken? Yes / No.(If Yes, attach reference)
Name (s) of your banker (s)
.....
Branches Tel. No's.

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
2.
Company Profile

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

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

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

Full Names Nationality Citizenship Details Shares

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

Part 2 (d) – Debarment

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

Full Names

.....

...

Signature

.....

Dated this day of 2018.

In the capacity of

.....

Duly authorized to sign Tender for and on behalf of

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

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

Full Names

.....

...

Signature

.....

Dated this day of 2018.

In the capacity of

.....

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

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

a)

b)

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

Signed

.....

....

For and on behalf of M/s

.....

In the capacity of

.....

Dated this day of 2018.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Conflict of Interest

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

a)

b)
For and on behalf of M/s
In the capacity of
Dated this day of2018
Suppliers' / Company's Official Rubber Stamp
.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm?

Yes/No (*Delete as necessary*) Institution

.....
(Title) (Signature) (Date)

Part 2(i) – 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 of2018.

Suppliers' / Company's Official Rubber Stamp