



KENYA ELECTRICITY GENERATING COMPANY PLC

KGN-ADM-04-2019

**TENDER FOR SUPPLY OF TRANSPORT
WORKSHOP TOOLS 2019.**

RESERVED TO WOMEN ENTERPRISE)

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

Website: www.kengen.co.ke

April, 2019.

GUIDELINES TO PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. **“Appendix to Instruction to Tenderers”** customizes clauses under Section II. **Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.**
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid

No.	Documents forming part of the bid	Remarks												
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and Section III – General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.												
2	Duly filed mandatory business questionnaire with particulars of the supplier ,contractor and consultant and shall include: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">i.Name of supplier</td></tr> <tr><td style="padding: 2px;">ii.Registration details (ID/Registration/Incorporation Number)</td></tr> <tr><td style="padding: 2px;">iii.PIN Number</td></tr> <tr><td style="padding: 2px;">iv.List of directors, shareholders and beneficial owners(in case of a company)</td></tr> <tr><td style="padding: 2px;">v.Name of proprietor (for sole proprietor and business name)</td></tr> <tr><td style="padding: 2px;">vi.Name of partners (for partnerships)</td></tr> <tr><td style="padding: 2px;">vii.Business contact information (Telephone and Email Address)</td></tr> <tr><td style="padding: 2px;">viii.Postal Address</td></tr> <tr><td style="padding: 2px;">ix.Physical address</td></tr> <tr><td style="padding: 2px;">x.Tax compliance status</td></tr> <tr><td style="padding: 2px;">xi.Business permit /License number</td></tr> <tr><td style="padding: 2px;">xii.County of operations</td></tr> </table>	i.Name of supplier	ii.Registration details (ID/Registration/Incorporation Number)	iii.PIN Number	iv.List of directors, shareholders and beneficial owners(in case of a company)	v.Name of proprietor (for sole proprietor and business name)	vi.Name of partners (for partnerships)	vii.Business contact information (Telephone and Email Address)	viii.Postal Address	ix.Physical address	x.Tax compliance status	xi.Business permit /License number	xii.County of operations	
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4	Duly filled priced schedules	Prices quoted to be inclusive of taxes												
5	Duly filled and signed Form of Tender in the format provided in the tender document													
6	Duly filled and signed declaration form in the form provided													
7	Bid document to be serialized/paginated on all pages													
8	Bidders are advised to use KenGen’ s tender document or ensure to align their bid to it													
9	Confirmation of a bid submission Original and Copy													

Following the Executive Order No.2 of 2018 issued by The Presidency

1. **THAT** effective the **1st of July 2018**, all Public Procuring Entities shall maintain and continuously **update and publicize** (through the websites of the Public Procuring Entity, e-Citizen, Public Procurement Regulatory Authority platforms, public notice boards and/or official government publications):

- Full Particulars of the awarded Bidder (Supplier, Contractor or Consultant);
- Specification of goods and services, scope and schedule of works and contract value;
- Technical and financial capacity of the awarded bidder (Supplier, Contractor or Consultant) and summary of reasons for the award;
- Award Date and Contract Period;
- Current market price of the specific goods, works or service, as well as price guidelines as published by the Public Procurement Regulatory Authority with regard to that specific item (*where applicable*);

2. In furtherance to above, the list of the awarded suppliers/contracts/consultants shall include the following information:

- Name of Supplier
- Registration Details (ID/Registration/Incorporation Number
- PIN Number
- List of Directors, Shareholders and Beneficial Owners (in case of a company)
- Name of Proprietor (for sole Proprietor and Business name)
- Name of Partners (for Partnerships)
- Business Contacts Information (telephone and email address)
- Postal address
- Physical address
- Tax Compliance Status
- Business Permit/License Number
- County of operation

In compliance to the executive order, the above details shall form part of mandatory requirement in the tender documents submitted

SECTION A

INVITATION TO TENDER

The Company invites sealed tenders from firms belonging to **Women Enterprise to Tender for Supply of Transport Workshop Tools 2019**, whose specifications are detailed in the Tender Document.

Interested eligible candidates may obtain further information 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; cc foloo@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. Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded documents are free of charge.

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

*There will be a Site Visit on **16th April 2019** at Sondu Power Station, **17th April 2019** at Turkwel Power Station and **23rd April 2019** at Olkaria Power station starting at **10.00 a.m.***

Unless otherwise stated, tenders MUST be accompanied by a Tender Securing Declaration in the format specified in the tender documents and must be submitted in a plain sealed envelope and marked "**KGN-ADM-04-2019- TENDER FOR SUPPLY of TRANSPORT WORKSHOP TOOLS 2019.**" and addressed to:

**Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company PLC
10th Floor, KenGen RBS Parking Silo
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA**

On or before: **7th May 2019 at 2.00 p.m.** Tenders will be opened on **7th May 2019 at 10.30 a.m.** in the presence of tenderers' representative who choose to attend at the KenGen Pension Plaza 2, Tender Opening Room, Ground Floor. The company reserves the right to vary the quantities.

KenGen adheres to high standards of integrity in its business operations.

Report any unethical behavior immediately to any of the provided anonymous hotline service.

1) Call Toll Free: 0800722626; 2) Free-Fax: 00800 007788;

3) Email: kengen@tip-offs.com 4) Website: www.tip-offs.com

SUPPLY CHAIN DIRECTOR

Tender for Supply of Transport Workshop Tools 2019.

SECTION B

INSTRUCTIONS TO TENDERERS

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2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is restricted eligible tenderers 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.

2.5Clarification of Documents

2.5.1A 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 **90 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.

2.14.1.3 However, bidders shall be required to complete and sign the Tender Securing Declaration Form furnished in this tender document.

2.14.4 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

2.14.5 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 **Public Procurement Oversight Authority (PPOA)** 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.

- 2.14.6 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
- 2.14.7 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.
- 2.14.8 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
- 2.14.9 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 **7th May 2019 at 2.00 p.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 (b) not later than **7th May 2019 at 2.00 p.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 **7th May 2019 at 2.30 p.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 shall not be rectified. The Tender sum as submitted and read out during the opening shall be absolute and final and shall not be subject to correction, adjustment or amendments by any person or entity as per the **section 82 of the Public Procurement and Disposal Act 2015.**

2.22.3 No Procuring entity shall waive any minor informality or non-conformity or irregularity in a tender even if it doesn't constitute a material deviation or 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's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 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
Eligibility	<i>This Invitation for Tenders is Reserved for Women Enterprise.</i>
Clarification request	<i>Bidders with clarification request must send the issues for clarification to tenders@kengen.co.ke five (5) days before the closing date.</i>
Tender security	<i>Tender security not Required for this tender However, the tenderer will be required to complete a Tender Securing Declaration form attached in the standard forms of this tender document.</i>
Tender Validity	<i>Tenders shall remain valid for 120 days after the date of tender opening.</i>
No of Copies	<i>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. Sequential pagination of all pages in the tender document - Sec.74.1.i. of PPADA.</i>
Correction of errors	<i>No correction of errors. The tender sum as submitted and readout during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity</i>
Site Visit	<i>(a)There will be a Site Visit on 16th April 2019 at Sondu Power Station, 17th April 2019 at Turkwel Power Station and 23rd April 2019 at Olkaria Power station starting at 10.00 a.m. (b)The approximate distance from Nairobi to KenGen motor vehicle workshops is as follows: Nairobi to Olkaria 130Kms Nairobi to Sondu 350 Kms</i>
Tender closing date Tender Opening date	<i>7th May 2019 at 2.00 p.m. 7th May 2019 at 2.30 p.m.</i>

2.24.4	<p><i>The following shall be the evaluation Criteria</i></p> <p>A): Preliminary evaluation criteria</p> <ol style="list-style-type: none"> 1)Duly completed tender form 2)Duly completed price schedule 3)Valid Tax Compliance Certificate 4)Valid & current AGPO certificate for Women. 5)Duly filled Tender securing declaration form 6)Copy of Certificate of Incorporation, or Registration of Business Name 7)Valid Local Authority Business Permit 8)Duly filled, Completed and signed Mandatory Confidential Business questionnaire as provided 9)Copy of certified Audited accounts for the period 2015 to 2016 and 2016 to 2017 10)Warranty as specified in the technical specifications 11)Copy of manufacturer’s authorization for dealership for models being sold. <p><i>Bidders must fulfill all the above requirements to be considered for Technical evaluation.</i></p> <p><i>N/B The Executive order shall form part of the mandatory requirements.</i></p> <p>B) Technical Evaluation Requirements</p> <ol style="list-style-type: none"> 12)In compliance with Technical Specifications – MANDATORY 13)<u>NB: The specified performance parameters will be tested for 3 months after delivery to verify their accuracy. Untruthfully stated parameters will lead to encashment of the performance security.</u> 14)Evidence of provision of after service maintenance <p>c)Financial Evaluation</p> <p>NOTE:</p> <ol style="list-style-type: none"> 15)Duly completed unit bid price comparison. 16)The Lowest evaluated bidder will be considered for award.
2.27.7	<p><i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i></p>

SECTION C:
GENERAL CONDITIONS OF CONTRACT

Table of Clauses

- 3.1 Definitions
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- 3.20 Force Majeure
- 3.21 Taxes

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

The Performance Security shall be **10% the** value of the Contract Price.

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 D

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
3.7 Performance security	<i>Performance security shall be 1% of the contract price</i>
3.8 Inspection and testing of the tools	<i>Inspection of the tools will be conducted by KenGen representatives at Stima Plaza Nairobi</i>
3.9 Packing	<i>Package shall be supplied in a non-returnable wooden or plastic crate or any other packaging that will protect the Goods from damage and interference by other parties.</i>
3.10	<i>The supplier shall be required to deliver within 6 Months of contract signing.</i>
3.11 Insurance	<i>Proof of Insurance shall be provided to KenGen on demand</i>
3.12 Payment	<i>Advance payment shall not be applicable</i> <i>Payments shall be made within 30 days after receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the Contract.</i>
3.13 Prices	<i>Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.</i>
3.18	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter.</i>

SECTION E

TECHNICAL SPECIFICATIONS

Notes

1. Award may be for complete schedule or partial.
2. The tools shall be as per tender specifications.
3. Manufacturers Authorization **MUST** be submitted for each brand offered. Failure to submit will lead to disqualification.

Information on Usage

The tools required shall be of high quality and from reputable manufacturers.

TECHNICAL SPECIFICATIONS COMPLIANCE

The tenderer shall fill the technical schedule below to outline the specifications of the offer against the specifications. Any deviation of your offer should also be indicated in the table below. **This is a MANDATORY requirement and shall be used for evaluation**

Technical Schedule 1

No	Description	Requirement	Bid specification	Make / Model/ Country of origin	Deviations if any (Yes/No &
1	Electro-Hydraulic two post motor vehicle lifts	<ul style="list-style-type: none"> •Type - Electro-Hydraulic •Carrying Capacity 4500 Kg • Motor power - 3 Phase energy efficient •Max. lifting height 2000 mm •Overall height 4200 mm •Drive through width 2600 mm •Basefree, Assymetric 3 Stage Arms. •Product warranty •Delivery, Installation, training & Commissioning in (Olkaria, and Sondu Workshop) •After sales service/technical support 	<ul style="list-style-type: none"> •Type - Electro-Hydraulic Y/N •Carrying Capacity Kg •Motor power ... Kw •Motor type •Max. Lifting height mm •Overall height mm •Drive through width mm •Basefree, Assymetric 3 Stage Arms..... Y/N •Product warranty.....Y/N •Delivery, Installation, Training & commissioning Y/N • After sale service/technical support....Y/N 	•	

2	Auto mechanic tool box with assorted tools.	Tools detailed separately in Technical Schedule 2: Auto mechanic tool box Product warranty	As per Schedule 2.....Y/N Product warranty Y/N	•	•
3	Mechanics creeper	<ul style="list-style-type: none"> •One-piece, moulded, high impact, polymer creeper. •Two integral tool trays. •Padded headrest. •Six 75mm diameter castors. •Low profile for under vehicle clearance. 	<ul style="list-style-type: none"> •One-piece, moulded, high impact, polymer creeper....Y/N •Two integral tool trays.....Y/N •Padded headrest.....Y/N •Number of castors..... •Diameter of castors.....mm •Low profile for under vehicle clearance.....Y/N 	•	•
4	Fully Automatic Tyre changer.	<ul style="list-style-type: none"> •Rigid self-centering clamp •Wide clamping range: 11'' -22'' external 13'' - 24'' internal •with bead breaker •Heavy duty structure. •Delivery, Installation, training & Commissioning (Olkaria & Turkwel Workshop) •Product warranty •After sales service/technical support 	<ul style="list-style-type: none"> •Rigid self-centering clamp.....Y/N •Wide clamping range External Internal •with bead breaker.....Y/N •Heavy duty structureY/N •Delivery, Installation, training & Commissioning.....Y/N •Product warranty.....Y/N •After sales service/technical support.....Y/N 	•	•
5	Heavy duty hydraulic trolley jack 10 Tons, long reach	<ul style="list-style-type: none"> •Long reach •Capacity: 10 ton. •Min. saddle Ht: 195 mm •Max. saddle Ht: 650 mm •Max. chassis Ht: 280 mm •Product warranty 	<ul style="list-style-type: none"> •Long reach Yes/No. •Capacity: tons •Min. saddle ht:mm •Max. saddle ht: mm •Max. chassis ht: mm 	•	•
6	Telescopic transmission jack	<ul style="list-style-type: none"> •Capacity: 800 Kg •Ram extension Minimum saddle height: 950 mm •Ram extension Maximum saddle height: 1900 mm •Base size: 1050x1050 mm 	<ul style="list-style-type: none"> •Capacity: Kg •Minimum saddle height: mm •Maximum saddle height: mm •Base size:x..... mm 	•	•

		<ul style="list-style-type: none"> •Adjustable saddle 	<ul style="list-style-type: none"> •Adjustable saddleY/N 		
7	Gravity Feed Discharge Oil Drainer	<ul style="list-style-type: none"> •Polyethylene Reservoir of Capacity- 75Litre •Mounted on four Castors; two of 8" (inch) diameter, two of 3"(inch) diameter. •Drain pan with filter on adjustable down tube •Minimum height to pan - 900mm • Maximum height to pan - 1600mm • Make provision for both Gravity and Mechanical hand • Pump Discharge. • Equipment must have provision push handle. • Supply suitable Mechanical hand pump. 	<ul style="list-style-type: none"> •Polyethylene Reservoir of Capacity- Litre •Mounted on four Castors; two of 8" (inch) diameter, two of 3"(inch) diameter. Y/N •Drain pan with filter on adjustable down tube Y/N •Minimum height to pan - mm • Maximum height to pan - mm • Make provision for both Gravity and Mechanical hand Y/N • Pump Discharge. Y/N • Equipment must have provision push handle. Y/N • Supply suitable Mechanical hand pump. Y/N 	•	•
8	Automatic digital wall mounted tyre inflator for cars and trucks complete with 8 metres high pressure pipe	<ul style="list-style-type: none"> •Maximum Operating Pressure 10 bar •Max Input Pressure10 bar •Max Over Pressure 185 psi • Pressure Setting Range 0.2 - 10.3 bar 	<ul style="list-style-type: none"> •Maximum Operating Pressure10 bar Y/N •Max Input Pressure10 bar Y/N •Max Over Pressure 185 psi Y/N •Pressure Setting Range 0.2 - 10.3 bar Y/N 	•	•
9	Air Compressor	<ul style="list-style-type: none"> •Electric motor output 5 hp •Voltage/phase 415/50/3ph •Input current13A •Piston displacement 20.7 cfm •Maximum free air delivery 15.9 cfm •270 ltr. Air receiver •Max Pressure 160 PSI •Product warranty •Delivery, Installation, training & Commissioning (Olkaria Workshop). •After sales service/technical support 	<ul style="list-style-type: none"> •Electric motor output..... hp •Voltage/phaseV/1ph •Input current.....A •Piston displacement cfm •Maximum free air delivery ...cfm •..... ltr. Air receiver •..... PSI •Product warranty..... Y/N •After sales service/technical support.....Y/N 	•	•
10	Industrial lazy tong riveter	<ul style="list-style-type: none"> • With all steel construction • Replacement nozzles 3.2, 4.0, 4.8, 6.0 & 6.4 mm 	<ul style="list-style-type: none"> •With all steel construction Y/N •Replacement nozzles 3.2, 4.0, 4.8, 6.0 & 6.4 mm 	•	•

		 Y/N		
11	Heavy duty G-clamp	<ul style="list-style-type: none"> • Drop forged steel ribbed anti-twist frame • Capacity 150mm 	<ul style="list-style-type: none"> • Anti-twist frame..... Y/N • Capacity.....mm 	•	•
12	Vehicle heavy duty car washing machine	<ul style="list-style-type: none"> • Three phase asynchronous motor 7.5 Kw • 15 lts/min • 25 MPa maximum pressure • 10-metres, high- pressure pipe 	<ul style="list-style-type: none"> • Three phase asynchronous motor 7.5 Kw Y/N • 15 lts/min Y/N • 25 MPa maximum pressure Y/N • 10-metres,high pressure pipe Y/N 	•	•
13	Metal Pressure Oil Can with Flexible Spout-100mm	<ul style="list-style-type: none"> • Capacity 500 cc • With positive force feed brass pump and valve 	<ul style="list-style-type: none"> • Capacity cc • With positive force feed brass pump and valve Y/N 	•	•
14	Two-legged coil spring compressor set	<ul style="list-style-type: none"> • Hardened steel screw and cast steel claws • Maximum jaw opening: 250mm 	<ul style="list-style-type: none"> • Hardened steel screw and cast steel claws Y/N • Maximum jaw opening: mm 	•	•
15	Deep socket spanners 25 pcs Material: Chrome vanadium steel (Mandatory) Accessories:	<p>8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 mm. 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16 AF</p> <p>Swivel handle, sliding T-bar, 125mm extension. Parts tray with magnetic insert. Robust fitted case with security padlock hole and cushion grip handle</p>	<p>8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 mm. 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16 AF Y/N</p> <ul style="list-style-type: none"> • Swivel handle, sliding T-bar, 125mm extension. Parts tray with magnetic insert. Robust fitted case with security padlock hole and cushion grip handle Y/N 	•	•
16	Mechanical three jaw double ended puller manufactured from drop forged chrome vanadium steel set 3 Pieces	<ul style="list-style-type: none"> • Size spread: Reach: 115mm 100mm 175mm 150mm 285mm 250mm 	<ul style="list-style-type: none"> • Size spread: Reach: Y/N Y/N Y/N • 	•	•
17	Mechanical separator/puller set complete with storage case	<ul style="list-style-type: none"> • Mechanical puller set with Ø30-50 mm and Ø50-75 mm separators. • Separator and single yoke with 180mm thrust bolt • 2pcs 80x100mm main rods • 2pcs 90x110mm extension rods • Cross beam 	<ul style="list-style-type: none"> • Mechanical puller set with Ø 30-50 mm and Ø 50-75 mm separators Y/N • Separator and single yoke with 180mm thrust bolt Y/N • 2pcs 80x100mm main rods Y/N • 2pcs 90x110mm extension rods Y/N • Cross beam Y/N 	•	•
18	HSS general	<ul style="list-style-type: none"> • Size: 2 – 12mm 	<ul style="list-style-type: none"> • Size: 2 – 12mm Y/N 	•	•

	purpose drill bits with high cutting capacity used in both hand and pillar drill application supplied in flip-up storage case 19 pcs				
19	HSS screw extractors set 5 pcs supplied in storage case	<ul style="list-style-type: none"> • Size: #0 (<6mm), #1(±6mm), #2(±10mm), #3(±12mm), #4(±14mm) 	<ul style="list-style-type: none"> • Size: #0 (<6mm), #1(±6mm), #2(±10mm), #3(±12mm), #4(±14mm) Y/N 	•	•
20	Heavy duty hydraulic body repair kit 10 ton	<ul style="list-style-type: none"> • Spread ram repair kit • Small extension tube 125 mm • Medium extension tube 250mm • Long extension tube 350mm • Extra-long extension tube 480mm • Double ended male snap connector flat base 150x95 mm • Wedge head, spread plunger toe, spread ram toe • Rubber head, serrated saddle 75mm and 45mm • Seal repair kit • Casing. 	<ul style="list-style-type: none"> • Spread ram repair kit..... Y/N • Small extension tube.....mm • Medium extension tubemm • Long extension tubemm • Extra-long extension tubemm • Double ended male snap connector flat base 150x95 mm.....Y/N • Wedge head, spread plunger toe, spread ram toe.....Y/N • Rubber head, serrated saddleY/N • Seal repair kit.....Y/N • Casing.....Y/N 	•	•
21	Half litre gravity feed auto workshop HVLP spray gun	<ul style="list-style-type: none"> • Gravity feed pot capacity 500ml • Set up 1.3mm • Nozzle 1.2, 1.4, 1.7, 2.00mm 	<ul style="list-style-type: none"> • Y/N 	•	•
22	One litre suction feed auto workshop HVLP spray gun	<ul style="list-style-type: none"> • Suction feed pot capacity 1000ml • Set up 1.7mm • Nozzle 1.2, 1.3, 1.4, 2.00mm 	<ul style="list-style-type: none"> • Y/N 	•	•
23	150 mm random dual action orbital sander 500W	<ul style="list-style-type: none"> • Pedal size 150mm diameter • Motor power 500W 	<ul style="list-style-type: none"> • Pedal size 150mm diameter.....Y/N • Motor power 500W.....Y/N 	•	•
24	150mm lightweight polisher 800W	<ul style="list-style-type: none"> • Pedal size 150mm diameter • Motor power 800W • Set of five (5) buffing and polishing foam heads 	<ul style="list-style-type: none"> • Pedal size 150mm diameter.....Y/N • Motor powerW • Set of five (5) buffing and polishing foam heads.....Y/N 	•	•
25	Panel beating tool kit set 9 pc	<ul style="list-style-type: none"> • Hammers 240g; curved and finishing, shrinking, push 	<ul style="list-style-type: none"> •Y/N 	•	•

		and finishing <ul style="list-style-type: none"> • Dollies; toe, universal, heel • Spoons; dinging, surfacing • Tough carry-case 			
26	Heavy duty 25 mtr cable reel 4x240V with thermal trip	<ul style="list-style-type: none"> • Cable length: 25 metres • Cable section: 3x2.5 mm² • Sockets: 4 	•	•	•
27	Supply, install and commission car wash booster pump set (duty and standby) at Olkaria motor vehicle workshop	a)2.2KW, 3PH vertical multistage pump (2 units) b)0.55KW – 7.5KW, 3PH pump controller (2 pcs) c)Delivery hose (2 sets) d)Spray gun (2 units) e)Spray nozzle set complete 5.5HP pressure washer (2sets) f)Float switch (1pc) g)2.5 mm ² U/G cable 4 core (10 meters) h)1.5 mm ² U/G cable 2 core (35 meters) i)Installation fittings (confirm through site visit) j)Delivery, Installation, training & Commissioning (Olkaria Workshop) k)After sales service/technical support	l).....(Yes/No) m).....(Yes/No) n).....(Yes/No) o).....(Yes/No) p).....(Yes/No) q).....(Yes/No) r).....(Yes/No) s).....(Yes/No) t).....(Yes/No) u).....(Yes/No) v).....(Yes/No)	•	•

Detailed Technical specs for Auto mechanics tool box Item No. 2

No	Description	Size	Qty	Brand / Country of origin	Material
1.	Socket spanners Material: Chrome vanadium steel (Mandatory)	10,11,12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30, 32,	20		
			15		
2.	Ring Spanners Material: Chrome vanadium steel (Mandatory)	6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22, 21x23, 24x27, 25x28, 30x32.	12		
3.	Open Spanners Material: Chrome vanadium steel (Mandatory)	6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22, 21x23, 24x27, 25x28, 30x32.	12		
4	Combination spanners Material: Chrome vanadium steel (Mandatory)	6,7,8,9,10,11,12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30, 32,	24		
5	Double flex-head socket spanners	8x9, 10x11, 12x13, 14x15, 16x17, 18x19	6		
6	Obstruction spanner Material: Chrome vanadium steel (Mandatory)	8x10, 11x13, 14x15, 17x19, 21x22	5		
7	Plug Spanner socket spanner Material: Vanadium steel (Mandatory)	16, 20.8 mm	2		
8	Screw driver sockets Material: Vanadium steel (Mandatory)	4, 5, 6, 8, 10, 12, 14x52 mm	7		
9.	Allen Keys Material: Protanium high torque Steel (Mandatory)	1 – 10 mm	8		
10.	Adjustable Spanner Material: Chrome vanadium steel (Mandatory)	155, 205 mm	2		
11	Ratchet wrench comfort grip, flip reverse Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 250 mm	1		
12	Sliding T/Handle Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 300 mm	2		
13	Offset Handle Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 200 mm	1		
14	Speed brace Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 400 mm	1		
15	Extension bar set Material: Chrome vanadium steel (Mandatory)	½ “ square drive, 75, 125, 250 mm	2		
16	Universal joint	½ “ square drive, 45 mm	1		

	Material: Chrome vanadium steel (Mandatory)				
17	Self-adjusting multi-grip pliers Material: Chrome vanadium steel (Mandatory)	Maximum jaw capacity and length 35x175 , 60x250 mm	2		
18	Combination Pliers Material: Drop forged Chrome vanadium steel, gripping and cutting. By-material handles with anti-slip guard (Mandatory)	175, 190, 205 mm	3		
19	Long Nose Pliers Material: Drop forged Chrome vanadium steel, gripping, Serrated jaws and hardened cutting. By-material handles with anti-slip guard (Mandatory)	170, 215 mm	2		
20.	Side Cutter pliers Material: Drop forged Chrome vanadium steel, gripping and hardened cutting jaws. By-material handles with anti-slip guard (Mandatory)	160 mm	1		
21.	Water pump Pliers Material: Drop forged Chrome vanadium steel, grove joint adjustable head, By-material handles with anti-slip guard (Mandatory)	250 mm	1		
22.	Circlip pliers set Material: Hardened and tempered Chrome vanadium steel, spring loaded jaws, forged non slip tips, phosphate finish for non-corrosive resistance, vinyl tipped handles	Nose type: Bent-external 19-60 mm Straight-external 19-60 mm Bent-internal 19-60 mm Straight-internal 19-60 mm Length: 180 mm	4		
23	Locking pliers Material: heat treated Chrome molybdenum and vanadium steel,	Curved jaw 45x230 mm Long nose 60x210 mm Straight jaw 45x230 mm	3		
24	Screw drivers set Material: Hardened Chrome vanadium steel with magnetized tip, impact resistant hexagonal handle with ribbed profile	Phillip: #2x38 mm, #2x100 mm, #3x150 mm Slotted: 6x100 mm, 6.5x150 mm, 8x150 mm TRX Star: T8x60 mm, T10x80 mm, T30x 100 mm	9		
25.	Pipe Wrench Material: cast steel with dropped forged carbon steel jaws (Mandatory)	9- 45 x300 mm 13-63 x 450 mm	2		
26.	Scraper	Triangular: 55x100x185 mm	2		

	Material: hardened, tempered and polished Chrome vanadium steel (Mandatory)	Gasket scraper: 15x175x100x185 mm			
27.	Punch and Chisels set Material: hardened, tempered and polished Chrome vanadium steel (Mandatory)	Cold chisel: 12x9.5x130 mm Centre punch: #2x9.5x120 mm Taper pin punch: Dia. 3x9.5x120 mm Utility Chisel: 5x9.5x130 mm Parallel pin punch: Dia. 4x9.5x150 mm	5		
28.	Hammers Material: Dead hammer with rubber grip handle. Ball pain hammer drop forged steel heads fitted with straight grained hickory shaft (Mandatory)	Brass faced dead blow: 680g Copper faced: 800 g Ball pain set: 340, 450, 680 g	2		
29	Adjustable hacksaw frame Material: Chrome plated	300 mm	1		
30.	Filler Gauge set Material: nickel polished plated dual marked	0.05-1 mm	1		
31.	Heavy duty steel construction empty tool ches to accommodate all listed tools.		1		

NOTE:

After sale support for items listed below is Mandatory, indicate and attach manufactures authorization for dealership and technical support.

No	Description	Manufactures Authorization for dealership and Technical Support. (Yes or No)
1	Supply Electro-Hydraulic two post motor vehicle lifts installation, commissioning and training of operators in Olkaria transport workshop	
2	Supply Fully Automatic Tyre changer installation, commissioning and training of operators in Olkaria and Turkwel transport workshops.	
3	Supply Air Compressor installation, commissioning and training of operators in Olkaria transport workshops.	
4	Supply, install and commission car wash booster pump set (duty and standby) at Olkaria motor vehicle workshop	

SECTION F

PRICE & SCHEDULE OF REQUIREMENTS

Schedule 1

Bidders are required to supply, install, commissioning and train operators at respective sites for the tools and equipment's as listed in the table below.

No	Description	UoM	Qty	Unit Price (Kes)	Total Price (Kes)
1	Supply Electro-Hydraulic two post motor vehicle lifts installation, commissioning and training of operators in Olkaria and Sondu transport workshops.	Set	2		
2	Supply Fully Automatic Tyre changer installation, commissioning and training of operators in Olkaria and Turkwel transport workshops.	Set	2		
3	Supply Air Compressor installation, commissioning and training of operators in Olkaria transport workshops.	Set	1		
4	Supply, install and commission car wash booster pump set (duty and standby) at Olkaria motor vehicle workshop	Set	1		
				Total cost	
				Discount (%) if any	
				Other charges (if any)	
				Add 16% VAT	
				Total cost	
				Delivery Period	

Schedule 2

Supply and delivery to Stima Plaza the tools and equipment's as listed in the table below.

No	Description	UoM	Qty	Unit Price (Kes)	Total Price (Kes)
1	Auto mechanic tool box with assorted tools.	Set	1		
2	Mechanics creeper	Pc	12		
3	Heavy duty hydraulic trolley jack 10 Tons, long reach	Set	1		
4	Telescopic transmission jack	Set	3		
5	Gravity Feed Discharge Oil Drainer	Set	3		
6	Automatic digital wall mounted tyre inflator for cars and trucks complete with 8 metres high pressure pipe	Set	5		
7	Industrial lazy tong riveter	Set	3		
8	Heavy duty G-clamp	Set	5		
9	Vehicle heavy duty car washing machine	Set	1		
10	Metal Pressure Oil Can With Flexible Spout-100mm	Set	3		
11	Two-legged coil spring compressor set	Set	2		
12	Deep socket spanners 25 pcs Material: Chrome vanadium steel (Mandatory)	Set	1		

	Accessories				
13	Mechanical three jaw double ended puller manufactured from drop forged chrome vanadium steel set 3 Pieces	Set	2		
14	Mechanical separator/puller set complete with storage case	Set	2		
15	HSS general purpose drill bits with high cutting capacity used in both hand and pillar drill application supplied in flip-up storage case 19 pcs	Set	3		
16	HSS screw extractors set 5 pcs supplied in storage case	Set	3		
17	Heavy duty hydraulic body repair kit 10 ton	Set	1		
18	Half litre gravity feed auto workshop HVLP spray gun	Set	1		
19	One litre suction feed auto workshop HVLP spray gun	Set	1		
20	150 mm random dual action orbital sander 500W	Set	1		
21	150mm lightweight polisher 800W	Set	1		
22	Panel beating tool kit set 9 pc	Set	1		
23	Heavy duty 25 mtr cable reel 4x240V with thermal trip	Set	3		
				Total cost	
				Discount (%) if any	
				Other charges (if any)	
				Add 16% VAT	
				Total cost	
				Delivery Period	

Tenderer's Name: _____

Authorized Signature: _____

Date: _____

Company Rubber Stamp: _____

SECTION G

8.1 FORM OF TENDER

Date

Tender No.

To:

[name and address of procuring entity]

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 deliver, install and commission (..... *(insert equipment description)* 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 install and commission 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 percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.
4. We agree to abide by this Tender for a period of **120 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.

SECTION H
TENDER SECURING DECLARATION FORM
(MANDATORY FOR THE SPECIAL GROUPS)

Tender No: -----

To: -----

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of [-----] starting on [date;], if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty (30) days after the expiration of our Tender.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Tender Securing Declaration]

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

Duly authorized to sign the Tender for and on behalf of:

[Insert complete name of Tenderer]-----

Dated on _____ day of ,

[Insert date of signing] -----

Corporate Seal (where appropriate)

SECTION I

CONTRACT FORM

THIS AGREEMENT made the day of 20_ between [*name of the Employer*] of [*country of the Employer*] (hereinafter called “**the Employer**”) 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 Employer 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)

SECTION J

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 *[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]

SECTION K

MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS *[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person authorized.

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 (**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

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 of2019.

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 of2019.

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 of2019.

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 of2019

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. ITS ALSO NOT APPLICABLE FOR AGPO FIRMS TENDERS.

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

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Name)	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 thisday of

.....2019.

Suppliers' / Company's Official Rubber Stamp

.....