



**KENYA ELECTRICITY GENERATING COMPANY PLC**

**KGN-CW-01-2019**

**TENDER FOR DESIGN, SUPPLY, INSTALLATION  
AND COMMISSIONING OF THE CENTRAL  
ENGINEERING WORKSHOP LOW VOLTAGE  
SWITCHGEAR AT THE TANA POWER STATION**

*Reserved to citizen contractors*

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

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

**June, 2019**

*Tender for design, supply, install and commissioning of CEW LV switchgear*

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## SECTION I INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the “**Tender for design, supply, install and commissioning of the central engineering workshop low voltage switchgear at the Tana power station**” whose specifications are detailed in the Tender Document.

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

Supply Chain Director

Tel: (254) (020) 3666000

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

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

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

Unless otherwise stated, tenders **MUST** be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked “**Tender for design, supply, install and commissioning of the central engineering workshop low voltage switchgear at the Tana power station**” and addressed to:

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

On or before **24<sup>th</sup> June 2019 at 10.00am**

Tenders will be opened on **24<sup>th</sup> June 2019 at 10.30 am** in the presence of the candidates’ representatives who choose to attend at KenGen Pension Plaza 2 Tender opening room Ground floor.. The company reserves the right to vary the quantities.

**SUPPLY CHAIN DIRECTOR**

## 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 shall include: (i) Name of supplier (ii) Registration details (ID/Registration/Incorporation Number) (iii) Tax 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	
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 to use KenGen’ s tender document and ensure to align their bid to it	
9	Confirmation of a bid submission Original and two Copies	

## **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 II

### INSTRUCTIONS TO TENDERERS Table of Clauses

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## 2.1 Eligible Tenderers

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

## 2.2 Eligible Goods

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

## 2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document collected from the Procuring Entity shall not exceed Kshs.1,000/=. Downloaded copies are free of charge.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

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

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer **within 5 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.

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

2.6.2 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## 2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## 2.9 **Tender Forms**

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

## 2.10 **Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be **120 days after** the date of opening of the tender.

## 2.11 **Tender Currencies**

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

## 2.12 **Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-

stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity (*if applicable*); and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of (*Specify the amount*).

2.14.3 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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.

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

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

2.14.5 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

2.14.6 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.

2.14.7 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

2.14.8 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

**Tender for design, supply, install and commissioning of CEW LV switchgear**

- (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **120 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:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **the 24<sup>th</sup> June 2019 at 10.00AM**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

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

**2.18.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **24<sup>th</sup> June 2019 at 10.00AM**

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 **24<sup>th</sup> June 2019 at 10.30AM** and in the location specified in the Invitation to Tender.

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

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

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

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required

sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

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

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

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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



2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

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

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

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

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

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

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

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

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

## **2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within **fifteen (15) days** from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

### **2.30 Performance Security**

2.30.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## Appendix to Instructions to Tenderers

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

Instructions to tenderers reference	Particulars of appendix to instructions to tenderers
2.1.5: Eligibility	Tender eligible to <b>To Citizen Contractors</b> The tender is exclusively reserved to firms that Kenyan own one hundred percent (100%) shares. Attach Authentic CR12.
2.5 Clarification	Clarifications to the tender shall be responded to for request received no later than <b>7 days</b> to the tender closing date
2.7 Language of tender	Tender shall be prepared and all corresponded to in English
2.10.2 Tender prices	Prices indicated in the tender price schedule shall include all cost including taxes, insurance and delivery to KenGen.
2.11.1 Tender currencies	Prices shall be in Kenya Shillings, Euro's or US Dollars or otherwise as stated.
2.12 Tender eligibility and qualifications	Proof of eligibility ,qualification documents of evidence (see evaluation criteria)
2.14 Tender security	Bidder <b>MUST</b> submit a <b>Tender Security</b> in the amount of KES 100,000 to be furnished in the form of Cash, Bank guarantee, or through approved insurance companies by PPRA as applicable <i>It shall be valid for 30 days beyond the tender validity period.</i>
2.15 Tender validity	Tender validity duration <b>120 days</b> from the date of opening
2.18 Deadline and Submission of Tender	Tender closing date <b>24<sup>th</sup> June 2019 at 10.00AM.</b> and shall be opened at <b>24<sup>th</sup> June 2019 at 10.30AM</b>
2.23.3	Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way

### 2.24 Evaluation Criteria

The bids received shall be evaluated in the stages detailed below:

Stage 1. Compliance to Mandatory requirement

Stage 2. Compliance to technical requirements on capacity to deliver the contract.

Stage 3. Financial evaluation

Stage 4. Due Diligence where applicable

## STAGE 1: MANDATORY REQUIREMENTS

The following mandatory requirements must be met not withstanding other requirements in the tender document:

No	Requirements	Tenderers response
1.	Duly filled, stamped and signed tender form has been submitted	
2.	Duly filled, stamped and signed price schedule has been submitted including training cost	
3.	Dully filled and signed Confidential business questionnaire	
4.	Tender security of <b>KES 100,000/=</b> valid for at least <b>150 days</b> has been submitted	
5.	Copy of Certificate of incorporation/registration has been submitted for the bidder	
6	Each page (including blank pages) in the tender offer has unique page numbers which are sequential from first to last page.	
7	<b>one</b> original offer and <b>two</b> copies of the offer have been submitted	
8	Previous experience – <b>Fill in the experience questionnaire as indicated under ‘reference’ on the technical specifications.</b> Attach evidence of at least 2 commissioning reports together with their completion certificate and LPO/contract	
9	Audited financial statements that have been reported in the last three financial years from the date of the tender document. The statement must be stamped and signed by a certified auditor. The auditors must be currently registered as practicing by ICPAK	

Bidders must fulfill the above requirements to be considered for Technical evaluation  
Bidders are requested to ensure that their documentation is valid and current by the time of tender opening

**STAGE 2: TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT**

Technical evaluation shall be carried out only if the tender is determined to be responsive to the preliminary examination.

Bidder must fulfill all the technical specifications of the solution. A written literature/ brochure with demonstration must be attached to proof technical conformance to the technical requirements

The Technical Evaluation will be based on compliance with the technical specifications set out in **Section V** of this tender document

No	Requirements	Tenderers response
1.	Data sheets and brochures for all the equipment supplied for the LV switch gear	
2.	<p>A list of names and ranks of employees who will be engaged in this project together with the assigned responsibility and certified copies of their curriculum vitae of the:</p> <ul style="list-style-type: none"><li>➤ 1.Team lead The team lead shall be the overall project team leader. He/ she shall have project management skills which shall be clearly demonstrated as evidence of experience in managing similar project. He/she shall also have a technical Engineering background with the least qualification being of a bachelor’s degree in electrical engineering from a recognized institution. The team lead shall have at least 5 years’ experience in handling low to medium voltage related works. The team lead is expected to be present on the project on a full time basis. In the event that a replacement is done, CVs of the replacement with similar requirements shall be submitted</li> <li>2.Two Technical specialists The technical specialist shall have a technical Engineering background with the least qualification being of a diploma in electrical engineering from a recognized institution. The technical specialist shall have at least 3 years’ experience in handling low to medium voltage related works. The technical specialists are expected to be on site on a full time basis. In the event that a replacement is done, CVs of the replacement with similar requirements shall be submitted.</li></ul>	
3.	The bidder is expected to submit a detailed design on the LV switchboard to be installed. Based on the design, a Bill of quantities shall also be generated and submitted together with the design.	
4.	A detailed work plan shall also be submitted showing the schedule of works and timelines	
5.	The bidder shall also submit a safety work program that they shall use during implementation of the works	
6	A detailed course content for onsite training	
7	Audited financial statements that have been reported in the last three financial years from the date of the tender document. The statement must be stamped and signed by a certified auditor. The auditors must be currently registered as practicing by ICPAK	

### **STAGE 3. FINANCIAL EVALAUATION**

- Financial evaluation shall involve checking completeness of financial bids
- Presence of a duly filled, signed and stamped tender form and price schedule
- Award shall be based on the total cost

### **STAGE 4. DUE DILLIGENCE**

KenGen may prior to award of the tender determine to its satisfaction whether the selected bids will qualify to perform the contract satisfactorily by carrying out a due diligence visit as required.

**SECTION III:**  
**GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

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### 3.1 **Definitions**

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

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

### 3.2 **Application**

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

### 3.3 **Country of Origin**

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

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

### 3.4 **Standards**

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

### 3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### 3.6 Patent Rights

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

### 3.7 Performance Security

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

Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

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

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

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

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the

original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may

require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

### **3.21 Taxes**

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

#### **3.21.2 Local Taxation**

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

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

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

## **Tax Deduction**

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

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

## **Tax Indemnity**

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

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

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

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC		SPECIAL CONDITIONS OF CONTRACT
3.17.1	<b>Performance Security</b>	Performance Security shall be <b>10%</b> of Contract Amount. In case the Tender is not fully or well executed performance security shall unconditionally be fully seized.
3.8.5	<b>Warranty</b>	The supplier shall be required to expressly confirm that the goods supplied shall be under <b>24 month's warranty</b> .
3.12	<b>Terms of payment</b>	<b>Advance payment</b> shall not be applicable  Payment shall be made within 30 days from the date of receipt of certified invoices, delivery notes; goods receipt notes and signing of satisfactory and acceptance report by the engineer.
	<b>Delivery terms</b>	Delivery terms for local suppliers are Delivered Duty Paid –
	<b>Pre-shipment inspection</b>	<ul style="list-style-type: none"> <li>➤ All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya;</li> <li>➤ Consignments arriving at Kenyan Ports without this document will be denied entry into the Country.</li> <li>➤ Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.</li> </ul>
3.18.2	<b>Dispute Resolution</b>	Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter



## SECTION V

### TECHNICAL SPECIFICATIONS

#### TECHNICAL SPECIFICATION FOR THE DESIGN, SUPPLY, INSTALL AND COMMISSIONING OF LV SWITCHGEAR FOR CENTRAL ENGINEERING WORKSHOP

##### 1. General

This specification defines requirements that shall apply to prefabricated low voltage switchgear assemblies. It defines the basic features of the equipment and the requirement that the bidder shall fulfil in order to provide equipment manufactured and tested in accordance with International Electro technical Standards (IEC)

The manufacturer who designed the equipment and who confirmed the performances through certified design & type tests has also the authority to licence the assembly of this equipment to other panel builders.

##### 2. References

The following standards shall apply to the LV electrical equipment.

Standard	Requirement
IEC 61439-1/2	Low voltage switchgear & control gear assemblies – Part 2 Power switchgear and control gear assemblies
IEC 61641-v2	Enclosed low voltage switchgear and control gear assemblies Guide for testing under conditions of arcing due to internal fault
IEC 60044-1	Current transformers
IEC 60186	Voltage transformers
IEC 60529	Degrees of protection provided by enclosures
IEC 60947-2	Low voltage switchgear & control gear – part 2 Circuit breakers
IEC 60947-3	Low-voltage switchgear and control gear - Part 3: Switches,

	disconnectors, switch-disconnectors and fuse-combination units
IEC 60068	Environmental testing
IEC 61140	Protection against electric shock – Common aspects for installation and equipment – Basic safety publication
IEC60 947-4-1	Contactors and motor starters

The following are the specifications of the LV switchgear

SPECIFICATIONS		BIDDER'S RESPONSE
Service Conditions	<p>The switchgear shall be suitable for installation in an indoor electrical room and shall be suitable for continuous operation under the following service conditions without both damage and performance de-rating:</p> <ul style="list-style-type: none"> <li>➤ Altitude : &lt; 2000m</li> <li>➤ Temperature :</li> <li>➤ Average temperature during 24hours : 35°C</li> <li>➤ Max temp: +40°C</li> <li>➤ Min temp: -5°C</li> <li>➤ Humidity : Max 50% at 40°C</li> </ul>	
Construction	<p>The low voltage switchgear shall be made of identified free standing vertical structures, suitable for installation side by side and designed to be connected with bus ducts as well as cables. The system shall make it possible to implement fixed or withdrawable distribution sections, which together form an assembly referred to as a low voltage electrical switchboard.</p> <p>The frame, external panels (doors, side &amp; rear panels, tops) metal sheet components shall be made of 2mm thick metal sheet and protected by an epoxy-paint coating.</p> <p>Each vertical structure (or section) shall contain the following :</p> <ul style="list-style-type: none"> <li>➤ A main horizontal bus bar on the top or at the bottom,</li> </ul>	

	<ul style="list-style-type: none"> <li>➤ A vertical distribution bus bar to feed the different functional units</li> <li>➤ The functional units(fix or withdrawable) containing ACB, MCCB,MCB</li> <li>➤ A compartment for auxiliary components(instruments, measurement, control etc</li> </ul> <p>The section construction shall be so designed that sheet steel barriers shall be provided between each vertical sections, breaker compartments, control and power compartments. Each compartment sheet walls shall provide a protection against direct contacts with live parts and guarantee a degree of protection of IP2X.</p> <p>Gland plate for current greater than 600A flow shall be made of aluminium. (To avoid eddy currents)</p> <p>The low voltage switchgear shall be completely factory assembled, wired and tested. The structure <b>height shall not exceed 2300mm</b></p>	
Mechanical Characteristics	<ul style="list-style-type: none"> <li>➤ Each section construction shall offer a form 3b</li> <li>➤ The ingress protection shall be of IP 54.</li> <li>➤ The low voltage switchgear, shall enable a cable entry either from top or from the bottom and shall give an access to operators either from front or rear side.</li> </ul>	
Electrical Characteristics	<ul style="list-style-type: none"> <li>➤ Rated insulation voltage: 1000 Vac</li> <li>➤ Rated operational voltage: up to 690 Vac</li> <li>➤ Rated current of main bus bar: up to 7000A</li> <li>➤ Short current withstand strength:</li> </ul> <p>Main bus bar :      50kA / 1s (105kA peak)                              85kA / 1s (187kA peak)                              100kA/1s (220kA peak)</p> <p>Distribution bus bar: 50kA / 1s (105kA peak)                              85kA / 1s (187kA peak)</p>	

	<p>➤ Internal arc withstand: 85 kA 0,4s</p> <p>As per IEC61439, the value of peak current shall be obtained by multiplying the r.m.s.value of the short-circuit current by the factor n. The n factor between 20 to &lt;50kA shall be 2.1 for r.m.s short circuit values equal and higher than 50kA, the n factor shall be 2.2.</p>	
People Safety	<p>The switchboard shall be designed to minimize the risks of occurrence of an internal arc, and whenever such an arc occurs, it should prevent its effect on operators and material/equipment surrounding the switchboard.</p> <p>The manufacturer who designed the equipment shall provide certificates showing evidence that the switchboard can withstand an internal arc of <b>85kA 0,4s</b>. Tests shall be performed on horizontal and vertical bus bar as well as functional units and full fill the <b>7 criteria of IEC 61641-v2</b> standard concerning personal protection&amp; assembly protection.</p> <p>In case an internal arc occurs, <b>the assembly's ingress protection shall be retained</b> so as to avoid any foreign element penetration inside the electrical assembly.</p>	
Bus bars	<p>Bus bars shall be made of electrolytic copper (type Cu ETP as defined by standard ISO1190-1) to ensure correct thermal and electrical conductivity. To facilitate the connection and cable access, main bus bar shall be <b>located on the top</b> or bottom of the section and shall enable an easy connection to the bus bar in the adjacent vertical section.</p> <p>The main busbar should be made of copper bars spliced at each column level in order to achieve simplicity and flexibility in transportation, installation and maintenance. Sliding fishplates should be used to make the connection of the copper bars between columns.</p> <p>Main bus bar design shall allow for front or back cables connection, via the top or bottom plates and all these interfacing possibilities should remain available even with no busbar position change. In order to make easy the installation, <b>bars shall not exceed the section width.</b></p> <p>Within a section offering a withdrawable solution, the vertical bus bar shall be located so that the</p>	

	<p>withdrawable breakers or drawers can be connected directly on it without need of adapters. When the withdrawable unit is completely removed from its place, the power connection shall be covered with shutters.</p> <p>To avoid fretting corrosion, tin plated on both bus bar and plugs is not accepted.</p> <p>The bus bars shall be designed for mounting on insulated supports that are sufficient in number to accept the electrodynamic forces resulting from the flow of the peak asymmetric short-circuit current.</p> <p>This performance shall be proven with a type test certificate.</p>	
<p><b>Functional Units</b></p>	<p>The switchboard shall provide diverse functional units according to the different application requirements. Fixed unit (FFF- according to IEC 61439) or full withdrawable functional units (WWW-according to IEC 61439) must be available for electrical distribution to achieve easy operation and maintenance.</p> <p>On withdrawable version, when drawers are proposed, facility shall be offered to change the drawer status in the shortest time possible (Connected / test/ disconnected). No dedicated tool shall be required to move the mobile part from a position to another one. Operating handle/tool on drawers will be rejected.</p> <p>There should be clear drawer position, which indicate the connected, test and disconnected positions. The drawer shall provide an effective mechanical latch to prevent incorrect operation to avoid unexpected position changing from one position to another. The drawers shall provide the facility to be locked to prevent unauthorized insertion/withdrawal and OPEN / CLOSE operation of circuit breaker.</p> <p>In the fixed version the circuit breaker shall be padlocked in open/closed position.</p> <p>In test position, drawers shall be in a situation that both upstream and downstream power connections are fully isolated from bus bar in order to ensure a maximum of safety to operators. Test position with power connection still in contact with bus bar will be rejected for safety reason.</p>	

	<p>Functional unit equipped with either air or moulded case circuit breakers (ACB, MCCB) shall provide a trip indication on drawers front face. The facility shall be offered either through the ACB mechanical indication or through the operating handle that shall move to the trip position in case an electrical protection occurs.</p> <p>In case, two drawers are of the same dimensions, there shall be, as an option, a mechanical mean to prevent unwanted inter-changeability of these drawers. Software-only means will not be accepted for safety raison.</p> <p>The size of functional units should be optimised to achieve high stacking density of switchboard and shall be proposed in full or half size. Any drawer whatever its size shall be made of sheet metal material for robustness reason.</p> <p>In order to allow thermal imaging analysis or device setting (in test position) the front face of all drawers should offer to authorized people the facility to be opened with a tool.</p> <p>On motor starters functional units, devices association shall ensure a coordination type 2</p>	
Angle Section	<p>The low voltage switchboard shall offer a dedicated section in order to allow the installation in an electrical room corner. Bus bar shall be sized so that the main bus bar forms a constant rating from one side to opposite one. The manufacturer shall make evidence that this solution is part of its standard offer.</p>	
De-rating	<p>To ensure that all components work in appropriate conditions, the influence of the ambient temperature and switchboard IP must be taken into account in the design of the switchboard. To ensure the reliability, the switchboard manufacturer must be able to provide, when requested, the de-rating table formally originated from the original manufacturer showing the current value allowed for the dedicated</p>	

	components under a certain combination of ambient temperature, IP degree and voltage.	
<b>Grounding System</b>	The low-voltage electrical switchboards shall be compatible with all system earthing arrangements defined in standard IEC 60984 (IT, TT or TN). The low-voltage electrical switchboards shall have an earthing circuit of a solid copper bar able to withstand the rated short circuit level.	
<b>Corrosive atmosphere features</b>	The low-voltage electrical switchboard should have the ability to withstand corrosion due to Sulphur Dioxide (SO <sub>2</sub> ) and Hydrogen Sulphide (H <sub>2</sub> S) with necessary adaptations. Inside the equipment, the appropriate coating should be done on conductors (busbars, connections) and metal elements (mechanisms, frames, casing). Also, the electrical and electronic equipment should show a compliance class relevant to the above pollutants. The manufacturer shall consider the power circuits' conductivity depending on the types of coatings used on these circuits.  The level of protection on the switchboard will be in conformance with IEC 60 721-3-3.	
<b>Seismic Resistance</b>	The low-voltage electrical switchboard should have the capability to withstand seismic conditions. When the switchboard is to be used in a seismic area, the manufacturer should determine the switchboard configuration according to seismic information provided by customer, which is appropriate to the stresses involved. The seismic test should be done in compliance with the UBC (Uniform Building Code) and CBC (California Building Code) regulations. The manufacturer shall be able to provide information on seismic zone (1 to 4) and installation level which the equipment is conforming to. Test report shall be made available	
<b>Type Tests</b>	The low-voltage electrical switchboard must be a Type Tested Assembly , compliant with IEC 61439-1/2. The switchboard type-test certificates shall be originated by a worldwide known third-party certification organization such as ASEFA, or KEMA. The supplier should be able to provide several certificates (not only one) upon request during the project. These certificates should either	

	<p>reflect the switchboard characteristics or allow understanding on how these characteristics are reached. In this second case, the manufacturer shall be able to show design tables (such as de-rating or co-ordination tables) formally originated from the PCC original designer.</p> <p>The selected switchgear and control gear brands shall be equal to the ones mentioned in the type tests reports of the equipment</p>	
Installation	<p>The installation area shall provide enough space in order to allow the following:</p> <ul style="list-style-type: none"> <li>➤ Future extension of the switchgear on both sides,</li> <li>➤ Opening of front and/or rear doors if any,</li> </ul> <p>Depending on cable connection way, the following shall be foreseen:</p> <ul style="list-style-type: none"> <li>➤ Connection from top shall provide at least 600mm to allow cable connection,</li> <li>➤ Connection from bottom shall provide at least 600mm on either a trench or a false floor.</li> </ul> <p>Extensions to the low-voltage electrical switchboard shall be possible on either side (right or left) of the switchboard</p>	
Factory Acceptance Tests	<p>There shall be a factory acceptance at the manufacture's site before delivery of the switch gear. A list of tests to be conducted shall be sent together with the bid document. KenGen shall at its own free will request for additional tests if needed</p>	
Training	<p>Onsite training shall be conducted to technical staff to familiarise them with the operation of the switchgear. The training shall be both theory and practical. A detailed course content shall be submitted together with the bid.</p>	



## REFERENCES

Past experience of the bidder shall be evaluated on basis of performance, execution and solution. The project the bidder was involved in will be referred to as a benchmark to determine his professionalism, performance, execution and solution.

Using the format below, provide information on each assignment for which your firm/entity provided similar relevant services in the last five years. Two references accompanied with recommendation letters are required.

Assignment Name:	
Narrative Description of Project(attach copies of completion certificates in cases where the project has been completed):	
Year and duration of Assignment: Start Date: Completion Date:	
Location:	
Country:	
Name of Client:	No of Staff: Departments affected:
Address:	
Contact and phone number:	
Name of Associated Consultant:	
Project Director/Coordinator:	
Team Leader:	
Number of project staff:	

## SECTION VI

### PRICE SCHEDULE OF REQUIREMENTS

NO	Key Deliverable	Units Required	Unit Price	Taxes	Total (Kshs)
<b>COST OF SWITCHGEAR</b>					
	(Populate each item to be supplied for the LV switchgear)				
<b>INSTALLATION AND COMMISSIONING COSTS</b>					
<b>TRAINING AND FAT COSTS</b>					
<b>MISCELLANEOUS COSTS</b>					
I.	Miscellaneous Cost (Indicate as per need)				
	<b>Grand Total</b>				

NO	Key Deliverable	Units Required	Unit Price	Taxes	Total (Kshs)
<b>SPARE PARTS(INDICATE ANY SPARES THAT MAY BE REQUIRED IN THE NEXT FIVE YEARS TO ENSURE SMOOTH OPERATION OF THE SWITCHGEAR</b>					
I.	Populate as per requirement				

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

**SECTION VIII  
STANDARD FORMS**

**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 ..... *[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.

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.

## 8.2 **MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

Name of Applicant(s).....

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

### **Part 1 – General**

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

### **(Applicable to Local suppliers only)**

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

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

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

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

Give details of partners as follows:

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

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

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

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

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

**Full Names Nationality Citizenship Details Shares**

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

**Part 2 (d) – Debarment**

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

Full Names .....  
Signature .....  
Dated this ..... day of .....20.....  
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 .....20.....  
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 .....20.....  
Suppliers’ / Company’s Official Rubber Stamp  
.....

**Part 2 (g) – Conflict of Interest**

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

a) .....  
b) .....  
For and on behalf of M/s .....  
In the capacity of .....  
Dated this ..... day of .....20.....  
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 .....

**Tender for design, supply, install and commissioning of CEW LV switchgear**

(Title) (Signature) (Date)

**Part 2(i) – Experience:**

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

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

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

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

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

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

**Part 2(j or k) – Declaration**

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

Full names

.....

Signature.....

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

In the capacity of

.....

Dated this ..... day of .....20.....

Suppliers' / Company's Official Rubber Stamp

.....

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

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

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

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

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

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

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

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

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

(Amend accordingly if provided by Insurance Company)

## 8.4 FORM OF CONTRACT AGREEMENT

This Agreement made the .....day of ..... 20 .....

Between

**Kenya Electricity Generating Company PLC** of [or whose registered office is situated at] **Stima Plaza Phase III, Kolobot Road, Parklands, P.O. Box 47936-00100, NAIROBI, KENYA**

(hereinafter called “the Employer”) of the one part, and ..... of

[or whose registered office is situated

at].....(hereinafter called “the

Contractor”) of the other part.

WHEREAS the Employer is desirous that the Contractor executes .....

(hereinafter called “the Works”) located at .....and the Employer has accepted the

Tender submitted by the Contractor for the execution and completion of such Works and the

remedying of any defects therein, for the Contract Price of .....[Amount in figures],

..... [Amount in words].

### 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 i.e:
  - (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 \_\_\_\_\_

\_\_\_\_\_



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

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

**WHEREAS** ..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] for dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... [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]

**8.6 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.

