



KENYA ELECTRICITY GENERATING COMPANY PLC

KGN-NGONG-05-2019

**TENDER FOR SUPPLY OF SECONDARY AND PRIMARY
INJECTION SETS FOR NGONG WIND POWER STATION.**

Open 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

May, 2019

Tender for Supply secondary and primary injection sets for Ngong Power Station.

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>i.</td><td>Name of supplier</td></tr> <tr><td>ii.</td><td>Registration details (ID/Registration/Incorporation Number)</td></tr> <tr><td>iii.</td><td>PIN Number</td></tr> <tr><td>iv.</td><td>List of directors, shareholders and beneficial owners(in case of a company)</td></tr> <tr><td>v.</td><td>Name of proprietor (for sole proprietor and business name)</td></tr> <tr><td>vi.</td><td>Name of partners (for partnerships)</td></tr> <tr><td>vii.</td><td>Business contact information (Telephone and Email Address)</td></tr> <tr><td>viii.</td><td>Postal Address</td></tr> <tr><td>ix.</td><td>Physical address</td></tr> <tr><td>x.</td><td>Tax compliance status</td></tr> <tr><td>xi.</td><td>Business permit /License number</td></tr> <tr><td>xii.</td><td>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	
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																									
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																									

SECTION I INVITATION FOR TENDERS

The Company invites sealed tenders from eligible candidates for **supply of secondary and primary injection sets for Ngong Power Station** whose specifications are detailed in the tender documents.

Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

Supply Chain Director

Tel: (254) (020) 3666000

Email: tenders@kengen.co.ke

A complete set of Tender Documents may be obtained by interested tenderers upon payment of a non-refundable fee of **KShs. 1,000.0 (One Thousand Kenyan Shillings)**. The document can also be viewed and downloaded FREE OF CHARGE from the website www.kengen.co.ke and www.suppliers.treasury.go.ke. Bidders are advised to be checking on the above website regularly for any uploaded additional information/addendum/clarifications on this tender. Tenderers are also advised to be attentive to the information provided under the “**Appendix to Instruction to tenderers**” and the “**Special conditions of contract**”

Bidders are advised to check the KenGen website for any further information uploaded for this tender.

Unless otherwise stated, tenders MUST be accompanied by a **TENDER SECURITY** in the format specified in the tender documents and must be submitted in a plain sealed envelope and marked “**KGN-NGONG - 05-2019- TENDER FOR SUPPLY OF SECONDARY AND PRIMARY INJECTION SETS FOR NGONG POWER STATION**” and addressed to:

Company Secretary & Legal Affairs Director

Kenya Electricity Generating Company PLC,

10th Floor, KenGen Pension Plaza 2,

Kolobot Road, Parklands,

P.O. Box 47936, 00100

NAIROBI.

On or before: (**4TH JUNE 2019 at 2.00 p.m.**)Tenders will be opened on (**4TH JUNE 2019 at 2.30 p.m.**) in the presence of tenderers' representatives who choose to attend in the KenGen Pension Plaza 2, Tender Opening Room, and 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.

Call Toll Free: 0800722626

Free-Fax: 00800 007788

Email: kengen@tip-offs.com

Website: www.tip-offs.com

SUPPLY CHAIN DIRECTOR

SECTION II

INSTRUCTIONS TO TENDERERS

Table of Clauses

- 2.1 Eligible tenderers
- 2.2 Eligible goods
- 2.3 Cost of tendering
- 2.4 Contents of Tender document
- 2.5 Clarification of documents
- 2.6 Amendment of documents
- 2.7 Language of tender
- 2.8 Documents comprising the tender
- 2.9 Tender forms
- 2.10 Tender prices
- 2.11 Tender currencies
- 2.12 Tenderers eligibility and qualifications
- 2.13 Goods' eligibility and conformity to tender documents
- 2.14 Tender security
- 2.15 Validity of tenders
- 2.16 Format and signing of tenders
- 2.17 Sealing and marking of tenders
- 2.18 Deadline for submission of tender
- 2.19 Modification and withdrawal of tenders
- 2.20 Opening of tenders
- 2.21 Clarification of tenders
- 2.22 Preliminary examination
- 2.23 Conversion to single currency
- 2.24 Evaluation and comparison of tenders
- 2.25 Contacting the procuring entity
 - (a) Award of contract
 - (b) Post qualification
 - (c) Award criteria
 - (d) Procuring entity's right to vary quantities
 - (e) Procuring entity's right to accept or reject any or all tenders
- 2.26 Notification of award
- 2.27 Signing of contract
- 2.28 Performance security
- 2.29 Corrupt or fraudulent practices

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.

2.5 Clarification of Documents

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

source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 **Amendment of Documents**

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

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

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

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

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

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **120 days after** the date of opening of the tender.

2.11 **Tender Currencies**

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

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

2.14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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

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

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 Regulatory Authority (ppra)** 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 2.27Or
 - (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 letter 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 4th June 2019 at 2.00pm.**

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 **4th June 2019 at 2.00pm.**

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 **4th June 2019 at 2.30pm.** 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
2.1.5: Eligibility	Open National tender eligible to Citizen Contractors .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 5 days 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 MUST submit a Tender Security in the amount of KES 150,000 to be furnished in the form of Cash, Bank guarantee, or through approved insurance companies by PPRA as applicable
2.15 Tender validity	Tender validity duration 120 days from the date of opening
2.18 Deadline and Submission of Tender	Tender closing date 4th June 2019 at 10.00AM.
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:

- i. Stage 1. Compliance to Mandatory requirement
- ii. Stage 2. Compliance to technical requirements on capacity to deliver the contract.
- iii. Stage 3. Financial evaluation
- iv. Stage 4. Due Diligence where applicable

STAGE 1: MANDATORY REQUIREMENTS

The following mandatory requirements **must** be met notwithstanding other requirements in the tender document:

No	Requirements	Tenderers response
1	Name of supplier	
2	Registration details (ID/Registration/Incorporation Number)	
3	PIN Number	
4	List of directors, shareholders and beneficial owners(in case of a company)	
5	Name of proprietor (for sole proprietor and business name)	
6	Name of partners (for partnerships)	
7	Business contact information (Telephone and Email Address)	
8	Postal Address	
9	Physical address	
10	Tax compliance status	
11	Valid Business permit /License number	
12	County of operations	
13	Duly filled stamped and signed tender form	
14	Tender validity 120 days	
15	Confidential business questionnaire	
16	Tender security of Kes 150,000/=	
17	Addendums issued must be attached	
18	Warranties and manufacturer's letter of authorization	
19	Samples and literature (where necessary)	
20	Tender submission of One (1)Original and One (1)Copy	

Bidder must comply with all the above requirements so as to proceed to the second stage of technical evaluation on capacity to deliver the contract.

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 E of this tender document.

STAGE 3. FINANCIAL EVALUATION

- 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

- 3.1 Definitions
- 3.2 Application
- 3.3 Country of Origin
- 3.4 Standards
- 3.5 Use of Contract documents and information
- 3.6 Patent Rights
- 3.7 Performance security
- 3.8 Inspection and Tests
- 3.9 Packing
- 3.10 Delivery and documents
- 3.11 Insurance
- 3.12 Payment
- 3.13 Price
- 3.14 Assignments
- 3.15 Sub contracts
- 3.16 Termination for default
- 3.17 Liquidated damages
- 3.18 Resolution of Disputes
- 3.19 Language and law
- 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 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
3.7.5 Performance security	<i>Performance security shall be 10% of the value of the contract.</i>
Inspections and Tests	<i>All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya; Consignments arriving at Kenyan Ports without this document will be denied entry into the Country. 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.</i>
3.7.6 Performance warrant	<i>The supplier shall be required to expressly confirm that the goods supplied shall be under 12 month's warranty.</i>
3.12 Payment	<p><i>The credit period shall be:-</i></p> <p><i>12.1(a) for local suppliers Kenya Electricity Generating Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.</i></p> <p><i>The terms shall be:-</i></p> <p><i>(i) Strictly Delivered and Duty Paid (DDP), to KenGen stores to Ngong power station.</i></p> <p><i>Bank before any payment is made.</i></p> <p><i><u>. Advance Payment</u></i></p>

	<i>There shall be No advance payment applicable.</i>
3.10 Delivery	<i>The preferred delivery period is 6 months from the date of signing the contract. Point of delivery is Ngong power station</i>
Prices	<i>Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.</i>
3.18.3	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter.</i>
	<i>Prices to remain constant for the whole contract period</i>

SECTION V

Section V-Technical Specifications & Schedule of Requirements

(i) GENERAL

1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
3. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
4. The tenderers are requested to present information along with their offers as follows:
 - i) Shortest possible delivery period of each product.
 - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

1.1 STANDARD AND CODES

The Goods shall conform to the applicable standards and codes of the authorities and technical organizations listed hereunder in their full and abbreviated titles, and of any that may be listed or referred to elsewhere in this document.

This Specification shall have precedence and govern over all items listed below.

(i) United States Sources

- (a) American National Standards Institute (ANSI will also be used as the reference for standards issued formerly under USA and USAS) – ANSI.
- (b) American Society for Testing and Materials ASTM.

(ii) Other Sources

- (a) International organization for standardization.
- (b) International Electro-technical Commission IEC.
- (c) Japanese Industrial Standards – JIS.
- (d) Japanese Electro-technical Commission – JEC.
- (e) German DIN
- (f) European standards - AEN
- (g) Equivalent standards in other jurisdictions may be quoted.

The Contractor shall base the Tender on the applicable standards and codes, which are in effect at the time of submission of the Tender.

1.2 CONTRACTOR’S RESPONSIBILITIES

RESPONSIBILITIES

- a) Conforming to the requirements of KenGen and to deviations therefrom which are specifically authorized and/or approved in writing by the Client Engineer.
- b) Approval of deviations will only be given for individual cases and such approval shall not be cited as a precedent for other cases
- c) Rigid adherence to the tender specifications. Unless deviations are specifically authorized in writing by KenGen.

SOLE RISK

The goods shall be at the sole risk of the tenderer against loss or damage thereto up to and including the date of delivery to the delivery point. It shall in no way be implied or inferred that this arrangement limits the tenderer responsibility in respect to the goods and materials supplied, workmanship and performance.

PART II :- GENERAL TECHNICAL REQUIREMENTS

1.1 GENERAL REQUIREMENTS

All components shall be adequately rated/sized for their most onerous duty at the specified ambient temperature. Due account shall be taken of any heat generated by the equipment therein and the components shall be appropriately selected, rated or de-rated as necessary to suit the most onerous operating temperature within the equipment.

1.2 TENDER BID DOCUMENTATION BY TENDERER

The tenderer shall submit to the Client all relevant documentation together with the bid. These shall include but not limited to:

- Comprehensive Equipment User Manual
- Comprehensive Equipment Maintenance manual
- Comprehensive Software User Manual

1.3 TRAINING

The Contractor shall prepare and execute training of the client's Engineers during which all requisite test objects e.g. Relays, Transducers, Panel meters, Current transformers, voltage transformer etc shall be provided and used to demonstrate full functionalities of the equipment

A detailed training course content shall be provided to the client for review and approval after award of contract but at least 21 days before commencement of the training.

It shall be the responsibility of the contractor to provide all test materials and objects for the training including space, visual and audio equipment necessary.

If the training is held locally, the contractor shall cater for at least 10 client engineers for the training.

However, if the training is overseas, 2 client Engineers shall attend the training.

Cost of training shall be separately indicated on the price schedule.

1.4 ACCOMMODATION & TRANSPORT FOR CONTRACTOR'S EMPLOYEE

Accommodation and transport (including airport transfers) during the training for the Tenderer's employees shall be the responsibility of the contractor.

PART III

SCHEDULE OF TECHNICAL REQUIREMENTS & PRICE SCHEDULE

1. DESCRIPTION AND TECHNICAL SPECIFICATIONS

1.1. Secondary injection test set

1.1.1. Introduction

The secondary injection test set shall be capable of 6 phase currents and 4 phase current simultaneously used to test:

- protection relays of all generations and types,
- Current, Voltage and power transducers
- Panel meters
- CT/VT Polarity

in KenGen installations spread across Kenya. The equipment shall be capable of operating in adverse temperature, humidity and at varying altitudes. Licensed universal protection software shall be supplied together with the equipment.

1.1.1. Features

- Very powerful current sources for testing high-burden electromechanical relays
- High current amplitudes for 5 A relay testing
- High accuracy and versatility for testing static and numerical relays of all types
- Integrated network for testing IEC 61850 IEDs
- software with manual and automated testing functionality
- Front panel control

1.1.2. Functions

The secondary injection test set shall be capable of 6 phase currents and 4 phase current simultaneously and shall be capable of the following functions:

1.1.2.1. Protection relay test set

- ❖ High-burden electromechanical relays
- ❖ Static relays
- ❖ Numerical relays
- ❖ IEC 61850 IEDs (GOOSE and Sampled Values)
- ❖ Relay panels
- ❖ End-to-End testing with GPS or IRIG-B
- ❖ Busbar protection (up to 22 signal generators)

1.1.2.2. Power system simulator

- ❖ Transient fault simulation
- ❖ Power swing
- ❖ CT saturation simulation
- ❖ CB simulation
- ❖ Rogowski coil simulation
- ❖ Compensated network
- ❖ Transient playback (COMTRADE, PL4 (EMTP), ...)

1.1.2.3. Programmable Voltage and Current Source

- ❖ Production quality assurance
- ❖ Manufacturer of substation equipment
- ❖ Research & development

1.1.2.4. Tool for Substation commissioning

- ❖ Checking SCADA annunciations
- ❖ Burden measurement
- ❖ CT/VT polarity checker
- ❖ Wiring checker
- ❖ Plausibility check for CT/VT with primary injection

1.1.2.5. 10 Channel measurement device

- ❖ Transient recording (trigger: binary, PQ, GPS)
- ❖ Multimeter for: I, V, f, S, P, Q, $\cos \phi$...
- ❖ Trend recording for: I, V, f, S, P, Q
- ❖ Harmonics analysis

1.1.3. Training

Comprehensive training for 2 client's Engineers at manufacturer's test and training Centre or for 10 client's engineers local training at a venue secured and paid for by the contractor shall be quoted for as an item on its own. If choice is made to train locally, the trainer shall similarly be from the equipment manufacturer.

Conditions of Part II clause 1.3 shall be adhered to.

1.1.4. Technical compliance to requirements and specifications

The tenderer shall confirm compliance to the requirements and specifications of their offer by filling in the technical schedule in the format shown in table below. The information the tenderer enters in the "Offer" column **must** be supported by attaching manufacturer's technical data sheets.

TECHNICAL SPECIFICATION DATA SCHEDULE

Technical Data			
Voltage generators			Bidder's offer
Setting range	4-phase AC (L-N)	4 x 0 ... 300 V	
	3-phase AC (L-N)	3 x 0 ... 300 V	
	1-phase AC (L-L)	1 x 0 ... 600 V	
	DC (L-N)	4 x 0 ... ± 300 V	
Power	3-phase AC (L-N)	3 x 100 VA typical, at 100 ... 300 V	
	4-phase AC (L-N)	4 x 75 VA typical, at 100 ... 300 V	
	1-phase AC (L-N)	1 x 200 VA typical, at 100 ... 300 V	
	1-phase AC (L-L)	1 x 275 VA typical, at 200 ... 600 V	
	DC (L-N)	1 x 420 W typical, at ± 300 V	
Accuracy	error < 0.03 % rd. ¹ + 0.01 % rg. typical, at 0 ... 300 V		
Distortion (THD+N) ²	0.015 % typ.		
Ranges	150 V / 300 V		
Resolution	5 mV / 10 mV in range 150 V / 300 V		
Connection	4 mm banana sockets		
Current generators			
Setting range	6-phase AC (L-N)	6 x 0 ... 32 A	
	3-phase AC (L-N)	3 x 0 ... 64 A	
	1-phase AC (LL-LN)	1 x 0 ... 128 A	
	DC (LL-LN)	1 x 0 ... ± 180 A	
Power ³	6-phase AC (L-N)	6 x 430 VA typical, at 25 A	
	3-phase AC (L-N)	3 x 860 VA typical, at 50 A	
	1-phase AC (LL-LN)	1 x 1000 VA typical, at 80 A	
	1-phase AC (L-L)	1 x 1740 VA typical, at 50 A	
	1-phase AC (L-L-L)	1 x 1740 VA typical, at 25 A	
	DC (LL-LN)	1 x 1400 W typical, at ± 80 A	
Accuracy	error < 0.05 % rd. + 0.02 % rg. typical, at 0 ... 32 A		
Distortion (THD+N) ³	< 0.05 % typical		

Resolution		1 mA	
Max. compliance voltage (L-N)/(L-L)/(L-L-L-L)		35 Vpk / 70 Vpk / 140 Vpk	
Connection banana sockets		4 mm banana sockets (32 A continuously)	
Generators, general			
Frequency	range sine signals ¹	10 ... 1000 Hz	
	range harmonics / interharmonics ²	10 ... 3000 Hz	
	range transient signals	DC ... 3.1 kHz	
	accuracy / drift	± 0.5 ppm / ± 1 ppm	
	resolution	< 5 µHz	
Phase	angle range	- 360° ... +360°	
	resolution	0.001°	
	error at 50 / 60 Hz (voltages)	0.02 ° typical	
	error at 50 / 60 Hz (currents) ³	0.05 ° typical	
Bandwidth (-3 dB)		3.1 kHz	
Low level outputs			
Setting range		12 x 0 ... 10 Vpk with Option LLO-2 (6 outputs standard delivery)	
Max. output current		1 mA	
Accuracy		error < 0.025 % typical at 1 ... 10 Vpk	
Resolution		250 µV	
Distortion (THD+N) ⁴		< 0.015 % typical	
Unconventional CT/VT simulation		linear, Rogowski (transient and sinewave)	
Overload indication		Yes	
Isolation		SELV	
Usability		completely independent from internal amplifier outputs	
Connection		16 pin combination socket (rear side)	
Auxiliary DC supply			
Voltage ranges		0 ... 264 VDC, 0.2 A / 0 ... 132 VDC, 0.4 A / 0 ... 66 VDC, 0.8 A	
Power		max. 50 W	
Accuracy		error < 2 % typical	
Connection		4 mm banana sockets	

Binary inputs		
Number	10	
Trigger criteria	Toggling of potential-free contacts or DC voltage compared to threshold voltage	
Input characteristics	0 ... \pm 300 VDC threshold or potential free	
Ranges	20 V / 300 V	
Resolution of threshold	50 mV (0 ... 20 V), 500 mV (20 V ... 300 V)	
Sample rate	10 kHz	
Time resolution	100 μ s	
Max. measuring time	infinite	
Debounce / Deglitch time	0 ... 25 ms / 0 ... 25 ms	
Counting function	< 3 kHz at pulse width > 150 μ s	
Galvanic isolation	5 galvanically isolated groups (2+2+2+2+2)	
Max. input voltage	CAT IV / 150 V, CAT III / 300 V, transient immunity 2 kV	
Connection	4 mm banana sockets	
Counter inputs 00 kHz		
Number	2	
Max. counting frequency	100 kHz	
Pulse width	> 3 μ s	
Threshold voltage	6 V	
Voltage hysteresis	2 V	
Max. input voltage	\pm 30 V	
Isolation	SELV	
Connection	16 pin combination socket (rear side)	
Trigger on overload		
Supported generators	Current generators	
Timer accuracy	error < 1 ms	
Binary outputs, relays		
Type	potential-free relay contacts, software controlled	
Number	4	
Break capacity AC	Vmax: 300 VAC / Imax: 8 A / Pmax: 2000 VA	
Break capacity DC	Vmax: 300 VDC / Imax: 8 A / Pmax: 50 W	
Connection	4 mm banana sockets	
Binary outputs, transistor		

Type	open collector transistor outputs	
Number	4	
Update rate	10 kHz	
I _{max}	5 mA	
Connection	16 pin combination socket (rear side)	
DC voltage measuring input		
Measuring range	0 ... ± 10 V	
Accuracy	error < 0.003 % typical	
Input impedance	1 MW	
Connection	4 mm banana sockets	
DC current measuring input		
Measuring range	0 ... ± 1 mA, 0 ... ± 20 mA	
Accuracy	error < 0.003 % typical	
Input impedance	15 W	
Connection	4 mm banana socket	
Analog AC+DC measuring inputs		
Type	AC + DC analog voltage inputs (current measurement with external current clamps or shunt resistors)	
Number	10	
Nominal input ranges (rms values)	100 mV, 1 V, 10 V, 100 V, 600 V	
Amplitude accuracy	error < 0.06 % typical	
Bandwidth	DC ... 10 kHz	
Sampling frequency	28.44 kHz, 9.48 kHz, 3.16 kHz	
Input impedance	500 kW // 50 pF	
Transient input buffer at 28 kHz	3.5 s for 10 input channels / 35 s for 1 input channel	
Transient input buffer at 3 kHz	31 s for 10 input channels / 5 min. for 1 input channel	
Transient trigger	threshold voltage, power quality trigger: sag, swell, harmonic, frequency, frequency change, notch	
Measurement functions	I (AC + DC), V (AC + DC), phase, frequency, power, energy, harmonics, transient -, event - and trend recording	
Input overload indication	Yes	
Input protection	Yes	
Max. input voltage	CAT IV / 150 V, CAT III / 300V, CAT II / 600 V (850 V _{pk})	

Galvanic isolation	5 groups (2+2+2+2+2)	
Connection	4 mm banana sockets (combined with binary inputs)	
IEC 6850 GOOSE		
Simulation	Mapping of binary outputs to data attributes in published GOOSE messages	
Subscription	Mapping of data attributes from subscribed GOOSE messages to binary inputs	
Performance	Type 1A; Class P2/3 (IEC 61850-5)	
VLAN support	selectable priority and VLAN-ID	
IEC 6850 Sampled Values (Publishing)		
Specification	According to the “Implementation Guideline for Digital Interface to Instrument Transformers Using IEC 61850-9-2” of the IEC International Users Group.	
Sampling Rate	80 samples per cycle for nominal frequencies of 50Hz and 60Hz; not synchronized	
VLAN support	selectable priority and VLAN-ID	
Power supply		
Nominal input voltage ¹	100 ... 240 VAC, 1-phase	
Permissible input voltage	85 ... 264 VAC	
Nominal frequency	50Hz	
Permissible frequency range	45 ... 65 Hz	
Power consumption	1.7 kVA at 115 V / 2.3 kVA at 230 V	
Rated current	12 A at 115 V / 10 A at 230 V	
Connection	Standard AC socket (IEC 60320)	
Environmental conditions		
Operation temperature ²	0 ... +50 °C (+32 ... +122 °F)	
Storage temperature	-25 ... +70 °C (-13 ... +158 °F)	
Humidity range	Relative humidity 5 ... 95 %, non-condensing	
Vibration	IEC 60068-2-6 (20 m/s ² at 10 ... 150 Hz)	
Shock	IEC 60068-2-27 (15g/11ms half-sine)	
Safety Standards, Electromagnetic Compatibility		

EMC Emission	The product adheres to the electromagnetic compatibility (EMC) Directive 89/336/EEC (CE conform).	
Immunity	Europe: EN 61326; EN 61000-6-4; EN 61000-3-2/3 International: IEC 61326; IEC 61000-6-4; IEC 61000-3-2/3 USA : FCC Subpart B of Part 15 Class A	
	Europe: EN 61326; EN 61000-6-2; EN 61000-4-2/3/4/5/6/11 International: IEC 61326; IEC 61000-6-2; IEC 61000-4-2/3/4/5/6/11	
Safety	The product adheres to the low voltage Directive 73/23/EEC (CE conform). Europe: EN 61010-1 Insulation of PC and SELV interfaces complies with EN 60950-1 International: IEC 61010-1 USA: UL 61010-1 Canada: CAN/CSA-C22.2 No 61010-1-04	
Miscellaneous		
PC connection	Two Ethernet interfaces: •10/100 Mbit/s “copper” (10/100Base-TX, auto-sensing, auto-crossover, RJ45 connector for twisted pair cables). •100 Mbit/s fiber optic (100Base-FX, MTRJ connector).	
Signal indication (LED)	> 42 V for voltage and current outputs and AUX DC	
Connection to ground (earth)	4 mm banana socket (rear side)	
Hardware diagnostics	Self-diagnostics upon each start-up	
Software	Licensed universal protection software for installation on two separate laptops	

Accessories	<ul style="list-style-type: none"> • Power Cord • Synthetic carry case • Wheeled Heavy duty transport case with extendable handle • 1 x 3m ethernet cable to PC • 1 x 1.5m ethernet cable to PC • 1pc Generator combination cable C/W plug • Banana-Banana Test leads 1000V/32A <ul style="list-style-type: none"> ○ 6 x 2m red ○ 6 x 2m black ○ 8pcs Black looping cable • 4 red Crocodile clamps with Banana receptor • 4 black Crocodile clamps with Banana receptor • 12pcs of 1000/32A Flexible terminal adaptors 	
-------------	--	--

1.2. PRIMARY INJECTION TEST SET

1.2.1. INTRODUCTION

Primary Injection Testing is essential in commissioning and verifying protection and measurement schemes. It will be equipped to check, whether CTs have the correct ratio or polarity, or whether the secondary wiring is correct and serviceable, thus prove correct installation and operation of the entire protection or measuring scheme.

The default Test Templates shall be configured on the controller application to allow the user to just select the appropriate template/function and start the test.

- General Test Template: General purpose screen for all kind of primary testing applications and quick testing.
- Circuit Breaker: overcurrent testing of low voltage breakers and switches, with zero current detection.
- Overcurrent Relay: prepared to measure tripping time of the overcurrent relay by primary injection.
- Current Transformer (CT): test to measure CT ratio, ratio error, polarity, phase shift and burden.
- Rogowski CT/Low Power CT: CT ratio, ratio error, phase shift, of Rogowski transformers and low power CT.
- CT Burden: test to calculate impedance, power and power factor of the load.
- CT, Voltage method: CT turn ratio, ratio error, and polarity, by injecting voltage.

- CT Magnetization: automatic test that displays the CT exciting curve, Voltage Knee point, and excitation current.
- CT magnetization – HV: excitation curve using the Raptor HV, suitable for all kind of protection CTs, and VTs.
- Voltage Withstand - HV: Test the voltage withstand of the insulation of the CT, VT, PT and other elements.
- Voltage Transformer (VT): checks VT turn ratio, ratio error, polarity and phase shift.
- VT burden: test to calculate impedance, power and power factor of the load.
- HV Voltage Transformer: similar to VT template, but using the Raptor HV.
- PT Ratio: Checks Power Transformer's turn ratio and ratio error

1.2.2. Features

The test set shall consist of the following features:

- Two user selectable output ranges: 0-1000 VAC and 0-2000 VAC.
- Controlled from the common Raptor Master's user interface.
- Integrated test voltage and current measurement.
- Audible safety buzzer.
- Detachable rotary warning lamp and Emergency stop button.
- Portable
- Handheld control unit

1.2.3. Functions

The equipment shall be capable of the following functions as a minimum:

- CT, VT and PT withstand voltage tests.
- CT and VT excitation current measurement, Knee Point.
- VT and PT ratio measurement.
- Polarity test in VT's secondary winding.
- Testing voltage sensors and converters.
- Step & Touch Voltage measurement.

1.2.4. Training

Comprehensive training for 2 client's Engineers at manufacturer's test and training Centre or 10 client's engineers local training at a venue secured and paid for by the contractor shall be quoted for as an item on its own. If choice is made to train locally, the trainer shall similarly be from the equipment manufacturer.

Conditions of Part II clause 1.3 shall be adhered to.

1.2.5. Technical compliance to requirements and specifications

The tenderer shall confirm compliance to the requirements and specifications of their offer by filling in the technical schedule in the following format shown in table below. The information the tenderer enters in the “Offer” column **must** be supported by attaching manufacturer’s technical data sheets.

TECHNICAL SPECIFICATION DATA SCHEDULE

HIGH CURRENT OUTPUT		Bidder’s offer
1.9 KAac	Continuous	
3.8 KAac	3 min	
5.0 KAac	3 s	
LOW CURRENT OUTPUT (not simultaneous with high current output)		
Output Current	0 - 35 Aac (0 – 9 Aac continuous)	
Isolated output	Yes	
Protection	fuse	
MEASUREMENTS		
Secondary Current	(for high current output)	
Ranges	0-1 KAac/N; 0-15 KAac/N (n: number of secondary turns)	
Resolution	1 Aac, 10 Aac	
Accuracy	±0.2% of the value ±0.2% of the range	
Phase angle	±0.25°	
AMMETER/LOW LEVEL VOLTMETER		
Ammeter Ranges	0 - 0.2 / 0 - 2 / 0 - 20 Aac	
Ammeter Resolution	0.1 mAac, 1 mAac, 10 mAac	
Ammeter Impedance	<10 mΩ	
Voltmeter Ranges	0 - 30 mVac, 0 - 0, 3 Vac, 0 - 3 Vac	
Voltmeter Resolution	0.015 mVac, 0.15 mVac, 1.5 mVac	
Voltmeter Impedance	>3000 KΩ	
Frequency range	20 - 400 Hz	
Accuracy	±0.1% of the value ±0.1% of the range	
Phase angle	±0.25°	
Isolated input	Yes	
VOLTMETER		

Ranges	0 - 0.2 / 0 - 2 / 0 - 20 / 0 - 300 Vac	
Resolution	0.1 mVac, 1 mVac, 10 mVac, 0.15 Vac	
Impedance	>120 K Ω	
Frequency range	20 - 400 Hz	
Accuracy	$\pm 0.1\%$ of the value $\pm 0.1\%$ of the range	
Phase angle	$\pm 0.25^\circ$	
Isolated input	Yes	
BINARY INPUT		
Type	Dry contact / Voltage	
Voltage mode Levels	1.5 V, 15 V ; Max. Voltage 250 Vac.	
Time resolution	1 ms	
Isolated input	Yes	
COMMUNICATIONS		
2 RS-485	Raptor Bus connectors to control unit Raptor-HH and/or other units	
2 IrDA interfaces	Two channels for master/slaves linking	
GENERAL	Supply 230 V $\pm 10\%$, 50/60 Hz	
Working temperature	0-50 $^\circ$ C	
Storage temperature	-25 to + 70 $^\circ$ C	
Hand held controller		
CONTROL		
Display	Transflective high definition color TFT with resistive Touch Panel	
Wheel	Rotary Encoder (Wheel and click)	
LEDs	Alarm, Connectivity, Power	
COMMUNICATIONS		
RS-485	Raptor BUS Communication with Raptor-MS	
USB	Connection to PC (RaptorSync)	
RJ-45	Ethernet for software updates	
	Mini-PC powered by Windows CE	
GENERAL		
Power Supply	Self-powered from Raptor-MS, or with external power adapter 5 Vdc	
Weight	0.4 Kg / 1 lb	
Dimensions	110 x 185 x 35 mm / 4" x 7" x 1 1/2"	
Case	High quality injection-moulded ABS, strong and ergonomic design, edge	

	surfaces protected with TPE non-slip material. Magnetic base.	
Compliance	The instrument is intended for use in high-voltage substations and industrial environments. All EuroSMC products have conformity to CE-marking directives, complies with IEC and international standards, and are designed and manufactured in accordance with the requirements of the ISO-9001 Quality Standard	
Transport Bag	Nylon soft bag	
Connection cable	5m	
ACCESSORIES		
Hand held Controller	Stylus	
	Nylon bag	
	System cable 5m	
	USB cable	
	Ethernet cable	
	Universal power adapter	
	User Manual	
Main Unit	Power supply cable 3m	
	Low-level voltmeter cable 2m	
	Connections cable set	
	Spare fuses 2pc	
	Set of alligator type clips	
	Nylon protective bag	
	Calibration certificate	
Slave Unit	Power supply cable 3m	
	Spare fuses 2pcs	

SECTION VI: PRICE, SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS (SSR)

1.0 SECONDARY INJECTION TEST SET

Schedule:					
Item	DESCRIPTION	BRAND NAME	QTY	UNIT PRICE	TOTAL PRICE
1	Secondary Injection test set complete with all accessories, carry bag and transportation casing		1		
2	Licensed Universal software for installation on 2 laptops		1Lot		
3	Training		1		

Total Cost	
Discount (%) if any	
Total Cost	
Country of Origin	
Currency of Tender	
Delivery Period	

NOTE

1. Quote as per specifications attached to the Tender otherwise tender will be Declared non-responsive.

TENDERER'S SIGNATURE: _____

TENDERER'S NAME: _____

DATE: _____

DELIVERY: _____

1.1. SCHEDULE 2 PRIMARY INJECTION TEST SET

Schedule:					
Item	DESCRIPTION	BRAND NAME	QTY	UNIT PRICE	TOTAL PRICE
1	Primary injection test set complete with all accessories, Hand held control unit, slave/extension unit (where necessary) and transportation casing		1		
2	Licensed software		1Lot		
3	Training		1		
Total Cost					
Discount (%) if any					
Total Cost					
Country of Origin					
Currency of Tender					
Delivery Period					

NOTE

1. Quote as per specifications attached to the Tender otherwise tender will be Declared non-responsive.

TENDERER'S SIGNATURE: _____

TENDERER'S NAME: _____

DATE: _____

DELIVERY: _____

SECTION G

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 **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.

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:
CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website

.....
Contact Person (*Full Names*) Direct / Mobile No's.....
Title Power of Attorney (**Yes / No**)
If **yes**, attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc*)
.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

KRA PIN
No.....

Value of the largest single assignment you have undertaken to date (**US D/KShs**)

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker (s)
.....
Branches Tel. No's.

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

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

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

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

Company Profile

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

Private or public

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

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

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

Part 2 (d) – Debarment

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

Full Names
.....

Signature
.....

Dated this.....day 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

.....

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 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)

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.