



KENYA ELECTRICITY GENERATING COMPANY PLC

KGN~ SBP~03~2020

**TENDER FOR DESIGN, SUPPLY, INSTALLATION, TRAINING AND
COMMISSIONING OF A SOLAR PHOTOVOLTAIC (PV) PANEL
PRODUCTION PLANT.**

(Open international)

Kenya Electricity Generating Company PLC
KenGen RBS Pension Plaza II, Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI.

Website: www.kengen.co.ke

February 2020

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><tr><td>i. Name of supplier</td></tr><tr><td>ii. Registration details (ID/Registration/Incorporation Number)</td></tr><tr><td>iii. PIN Number</td></tr><tr><td>iv. List of directors, shareholders and beneficial owners (in case of a company)</td></tr><tr><td>v. Name of proprietor (for sole proprietor and business name)</td></tr><tr><td>vi. Name of partners (for partnerships)</td></tr><tr><td>vii. Business contact information (Telephone and Email Address)</td></tr><tr><td>viii. Postal Address</td></tr><tr><td>ix. Physical address</td></tr><tr><td>x. Tax compliance status</td></tr><tr><td>xi. Business permit /License number</td></tr><tr><td>xii. County of operations</td></tr></table>	i. Name of supplier	ii. Registration details (ID/Registration/Incorporation Number)	iii. PIN Number	iv. List of directors, shareholders and beneficial owners (in case of a company)	v. Name of proprietor (for sole proprietor and business name)	vi. Name of partners (for partnerships)	vii. Business contact information (Telephone and Email Address)	viii. Postal Address	ix. Physical address	x. Tax compliance status	xi. Business permit /License number	xii. County of operations	
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4	Duly filled priced schedules	Prices quoted to be inclusive of taxes												
5	Duly filled and signed Form of Tender in the format provided in the tender document													
6	Duly filled and signed declaration form in the form provided													
7	Bid document to be serialized/paginated on all pages													
8	Bidders are advised to use KenGen’s tender document or ensure to align their bid to it													
9	Confirmation of a bid submission Original and Copy													

SECTION I INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the **Design, Supply, Installation, Training and Commissioning of a Solar Photovoltaic (PV) Panel Production Plant** whose specifications are detailed in the Tender Document. Interested eligible candidates may obtain further information and inspect the Tender Documents during official working hours starting at the date of advert from the office of:

Supply Chain Director
Tel: (254) (020) 3666000
Email: tenders@kengen.co.ke; dmuthike@kengen.co.ke ; pwambugu@kengen.co.ke

The document can be viewed and downloaded from the website www.kengen.co.ke and www.suppliers.treasury.go.ke. Bidders who download the tender document from the website are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda. Downloaded copies are free of charge. Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.

*There shall be a Mandatory site visit on **18th March 2020 starting at 10.00 a.m.** at Tana Power Station.*

Unless otherwise stated, tenders MUST be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked “KGN-SBP-03-2020-TENDER FOR DESIGN, SUPPLY, INSTALLATION, TRAINING AND COMMISSIONING OF A SOLAR PHOTOVOLTAIC (PV) PANEL PRODUCTION PLANT” and addressed to:

Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company PLC
10th Floor, KenGen Pension Complex II
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA

On or before: (**15th April 2020 at 10.00 a.m.**) Tenders will be opened on (**15th April 2020 at 10.30 a.m.**) In the presence of the candidates’ representatives who choose to attend at Stima Plaza III, tender opening Room. The company reserves the right to vary the quantities.

*KenGen adheres to high standards of integrity in its business operations.
Report any unethical behavior immediately to any of the provided anonymous hotline service.*

- 1) Call Toll Free: 0800722626;
- 2) Free-Fax: 00800 007788;
- 3) Email: kengen@tip-offs.com
- 4) Website: www.tip-offs.com

SUPPLY CHAIN DIRECTOR

SECTION II

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2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods and services as specified in the **Schedule of Requirements and Technical Specification** (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 and Services

- 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 **ten (10) 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 Pre-tenderers meeting and site visit: There will be a mandatory pre-tenderers' meeting and site visit on **18th March 2020, at 10.00 a.m. at Tana Power Station.**

The tenderer's designated representative is invited to attend a mandatory pre-tenderers' meeting which will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

2.6 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. 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 and services to be supplied, a brief description of the goods and services, 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 and services 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 or in another internationally freely convertible currency.

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 (if awarded the contract) be 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 and Services 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 and services which the tenderer proposes to supply under the contract.

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;

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

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

2.14 Tender Security

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

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

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

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

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

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

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
or
 - (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 an **original** and **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. The Tenderer **MUST** ensure Sequential pagination/serialization of all pages in the tender document, **Sec.74.1.i. Of the PPADA, 2015.**

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. **The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.**

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE,” 15th April 2020 at 10.00am.**

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

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **15th April 2020 at 10.00am.**

- 2.18.1 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, email, 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

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **15th April 2020 at 10.30am.** and in the location specified in the Invitation to Tender.

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

2.20.1 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.

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.25.2 KenGen may at its own discretion conduct due diligence on the eligible tenderers to establish their ability to perform the contract.

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods and services 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 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

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

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

2.30 Performance Security

2.30.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in

the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

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

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

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

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

Appendix to Instructions to Tenderers

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

Instructions to tenderers reference	Particulars of appendix to instructions to tenders
Eligibility	This tender is Open international
Clarification	Clarifications to the tender shall be responded to for request received no later than 5days to the tender closing date. Bidders should send clarification request to tenders@kengen.co.ke and copy to dmuthike@kengen.co.ke ; pwambugu@kengen.co.ke
Language of tender	Tender shall be prepared and all corresponded to in English
Tender prices	Prices indicated in the tender price schedule shall include all cost including taxes, insurance and delivery to KenGen.
Tender currencies	Prices shall be in Kenya Shillings, Euro's or US Dollars or otherwise as stated.
Tender eligibility and qualifications	Proof of eligibility, qualification documents of evidence (see evaluation criteria)
Tender security	Bidder MUST submit a Tender Security in the amount of KES 200,000 to be furnished in the form of Cash, Bank guarantee, or through approved insurance companies by PPRA (Public Procurement Regulatory Authority) as applicable <i>It shall be valid for 30 days beyond the tender validity period.</i>
Tender validity	Tender validity duration 120 days from the date of opening
Sealing and Marking of tender	Tender documents and must be submitted in a plain sealed envelope and marked “ KGN-SBP-03-2020-TENDER FOR DESIGN, SUPPLY, INSTALLATION TRAINING AND COMMISSIONING OF SOLAR PHOTOVOLTAIC (PV) PANEL PRODUCTION PLANT ”
Deadline and Submission of Tender	The tender documents should be dropped in the tender box located on Ground Floor at KenGen, RBS building. Bids that cannot fit in the tender box should be submitted to the Company Secretary's office located on 10 th Floor, KenGen RBS Building before submission deadline. Tender closing date (15th April 2020 at 10.00a.m) and Opening date and time (15th February 2020 at 10.30a.m)
Preliminary Examination	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 Sec.82 of PPADA 2015
Award of contract	KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract

2.24 Evaluation Criteria

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

Stage 1. Compliance to Mandatory requirement

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

Stage 3. Financial evaluation

Stage 4. Due Diligence

STAGE 1: MANDATORY PRELIMINARY REQUIREMENTS

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

No	Preliminary Requirements	Tenderers response (YES/NO)
MR 1	Certificate of registration/incorporation from country of origin	
MR 2	Valid tax compliance certificate from the country of origin	
MR 3	Confidential Business Questionnaire dully filled, signed & stamped	
MR 4	Duly filled and signed and stamped tender form	
MR 5	Duly filled and signed and stamped price schedule	
MR 6	Submit Tender Security in the amount of KES 200,000	
MR 7	Valid business permit from country of origin	
MR 8	Duly completed Schedule of Requirements and Technical Specifications data forms in Section VI .	
MR 9	Addendum(s)/Clarification(s) issued to be acknowledged and attached (where applicable).	
MR 10	Submission of an Original and Copy of the tender document	
MR11	Manufacturer's authorization for all equipment supplied	
MR 12	Evidence by all foreign tenderers participating in the tender are to source at least forty percent(40%) of their supplies from citizen contractors	
MR 13	Site visit/pre-bid meeting at Tana Power Station(Attach site visit certificate)	

Bidder must comply with all the above requirements 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.

- a) As a minimum requirement, the equipment, goods and services must meet the descriptive technical specifications as tabulated in **section VI**. Tenderers are advised to strictly adhere to the outlined format in the Schedule of Requirements and Technical Specifications when making an offer; deviations will be deemed to be non-responsive.
- b) Documentary evidence to prove that the equipment offered comply with the Technical Specifications must be provided. Tenderers must attach equipment catalogue indicating the equipment they intend to supply and highlight the relevant pictures and tabulate a clause by clause description of the items against the specified requirements.
- c) Proof that equipment manufacturer is globally re-known, is established, and has been supplying similar equipment for the past ten (10) years and is committed to offer technical support, at least 3 years support and spares for a period of at least 2 years from commissioning date. Tenderer **MUST** attach at least three (3) duly signed award and completion certificates of similar projects they have done for over the last five (5) years. Documents attached must show the scope of the project.
- d) Guarantee for supply of critical spares and their availability for 3 years after the commissioning date.
- e) Proof that equipment manufacturer will allow factory acceptance tests (FAT) to be witnessed and approved by KenGen representative(s) at the manufacturing facility prior to shipment in accordance to contract agreement following award.
- f) Confirm equipment performance warranty period is not less than 2 years.

STAGE 3. FINANCIAL EVALUATION

- a) **Duly completed Price Schedule** - All items in the schedule must be quoted to qualify as responsive. Tenderers must quote for ALL items indicated in Section VII to be considered responsive; any quote that does not meet this threshold will be considered to be non-responsive.
- b) **Strict adherence to the format** indicated in Section VII (Price Schedule of Goods and Services); i.e. unit price of each item plus applicable charges, tax and total cost of items on delivery, installation and commissioning at Tana Power Station, Kenya.
- c) **Award shall be to the lowest evaluated bidder of the combined schedules**

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
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- 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

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 and services under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods and services under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within **fifteen (15) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

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

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to meet 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 and Services 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 and services 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, goods/equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods and services.

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/services. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Taxes

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

3.21.2 Local Taxation

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

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

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

Tax Deduction

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

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

Tax Indemnity

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

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

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

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
performance security	The performance security shall be in the amount of 10% of the contract price , in form of a local bank's unconditional guarantee.
Delivery Period	Delivery Period The Goods and Services shall be delivered within 9 months (270 days) from the date of signing the contract or on agreed project commencement date.
Payment	<p>Payment Payment shall be made through an unconfirmed Letter of Credit. The Contractor shall be required to meet the Letter of Credit charges in the Contractor's country where applicable. Any extensions/ amendment charges that may result due to the Contractor's delays or mistakes shall be to the Contractor's account. Local suppliers shall be paid through Electronic Funds Transfer (EFT).</p> <p>Payment terms shall be 30 days from the date of officially receiving the invoice. Should the Contractor require a confirmed letter of credit, then all confirmation charges both in and outside Kenya shall be to the Contractor's account.</p> <p>Breakdown of payment shall be as follows:</p> <ol style="list-style-type: none"> i. 40% of Contract Price on delivery of all equipment to site, completion of factory training and Factory Acceptance Tests (FAT). ii. 50% of Contract Price upon successful installation and commissioning of all the equipment, and onsite training for which the Project Completion Certificate has been issued in relation to the works. iii. 5% of Contract Price on submission of all Documentation iv. 5% of Contract Price on expiry of Warranty period. <p>Applications for Payment may be made by the Contractor to the Project Manager as set out below:</p> <ol style="list-style-type: none"> i. The application in respect of the shipment shall identify the Equipment shipped, state the amount claimed and be accompanied by such documentation as the Project Manager may require including:- <ol style="list-style-type: none"> (a) Original Invoice identifying the amount claimed against the appropriated subdivisions of the Schedule of Prices. (b) Shipping Specification and Packing List. (c) Original Bill of Lading or Air Waybill. (d) Factory inspection Certificate. (e) Approved and signed report of FAT finding.

	<ul style="list-style-type: none"> ii. The application in respect of work carried on site shall identify the work done, state the amount claimed and be accompanied by such documentation as the Project Manager may require including:- <ul style="list-style-type: none"> (a) Original Invoice identifying the amount claimed against the appropriate subdivisions of the Schedule of Prices. (b) Statement of Work showing the work done. iii. Any other application for payment certificates shall identify the requirement for payment, state the amount claimed and be accompanied by such documentation including: <ul style="list-style-type: none"> (a) Original Invoice identifying the amount claimed against the appropriate subdivisions of the Schedule of Prices. (b) Supporting Documents such as copy of Certificates where applicable.
3.13.1	Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.
3.18.3	Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter
3.25 Taxes	<p>a) "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.</p> <p>b) Local Taxation</p> <ul style="list-style-type: none"> i. 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. ii. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes. ii. Tax exemption granted under this Contract shall be for an official aid funded project and shall be as provided under the applicable tax laws in Kenya. iv. 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. This shall include applicable local or foreign withholding tax, excise duty, Value Added Tax (VAT), importation duties, Local government taxes, and any other taxes not mentioned herein. v. 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 (i).

	<p>c) Tax Deduction</p> <p>i. 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.</p> <p>ii. Where payments for the Contract Price are made directly by the financiers to the Contractor, the Contractor and the financiers shall make the necessary arrangements with Employer to ensure that withholding income tax is remitted to the Kenya Revenue Authority.</p> <p>d) Tax Indemnity</p> <p>i. The Contractor shall indemnify and hold the Employer harmless from and against any and all tax 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.</p> <p>ii. 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.</p> <p>ii. Where the amount in (ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.</p>
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SECTION V

GENERAL DESCRIPTION OF REQUIREMENTS

Introduction

Kenya Electricity Generating Company PLC (KenGen) is a limited liability company with 70% shareholding by the Government of the Republic of Kenya. It is the leading electric power generation company in Kenya, producing about 70% of the electricity used in the country.

Over the years KenGen has invested heavily in generation of electricity using an array of different renewable energy sources apart from solar energy. It is in this line that KenGen invites bids from eligible firms and entities to design, supply, install, train KenGen employees and commission a silicon based solar photovoltaic (PV) panel production plant for KenGen.

Scope of Works

The scope of works for the winning bidder will entail design, supply, installation, training of KenGen employees and commissioning of a solar PV panel production plant and will include but not limited to the following:

- 1) Design of required equipment and a layout for the production line based on building and floor space provided by KenGen.
- 2) Supply, install and commission the plant.
- 3) Demonstrate full production capacity of the plant.
- 4) Train KenGen staff at both off-site and on-site on the operation and maintenance of the entire production plant.
- 5) Provide enough solar PV panel materials for initial production of the plant.
- 6) Provide as-built technical drawings and documents for reference in maintenance and operation of the production plant.

Eligibility Criteria

This project requires the services of competent firms or entities knowledgeable in solar PV panel production. The bid must be accompanied by the firm or firms' qualifications, professional capabilities, and details of past experience related to the requested works.

Relevant information may include presentations of previously installed silicon based monocrystalline and polycrystalline solar PV panel production plants.

Interested firms or entities should provide specific information as indicated below:

- 1) Name of the firm and the name(s) and position(s) of the authorized representatives.

- 2) Firms and entities, are encouraged to collaborate. Those that jointly participate should submit proposed consortium agreements between the parties, with the roles of each party clearly defined. (Not more than one consortium agreement of the same firms will be accepted)
- 3) The firm/consortium profile.
- 4) A description of management/organization structure for managing this contract/project.
- 5) Formal registration of the firm, or firms (in the case of consortium) with relevant regulatory bodies in their respective countries.
- 6) List of relevant past projects carried out.
- 7) Description of relevant experience in operations and maintenance of silicon based solar PV panel/module production plant.
- 8) Estimated implementation timeline for the scope of the project, as outlined in the scope of works above.

The Project Site

KenGen wishes to install a solar PV panel production plant at its Tana Power Station premises in Murang'a county, Kenya. An existing warehouse, at the Power station, has been identified as the most appropriate building to house this solar PV panel/module production line.

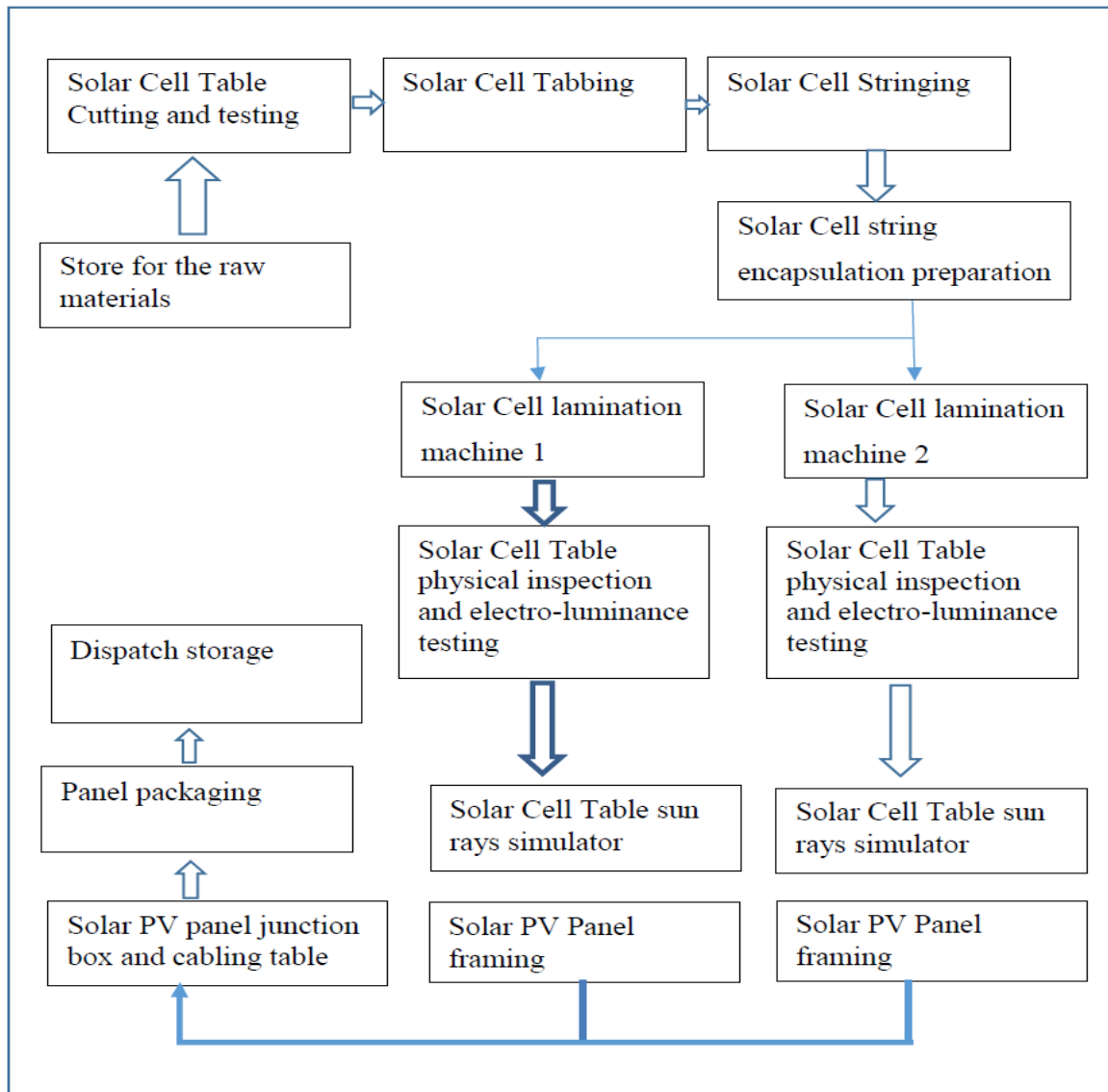
The tenderer (bidder) is to visit the site and confirm the size and condition of the existing warehouse.

The Expected Minimum Yearly Production Capacity

The new solar PV panel plant is expected to have 5MWe to 10MWe (peak electrical power) yearly production capacity. That is, 5MWe solar PV panels using single shifts of 8 hours a day, and 300 working days per year. And 10 MWe solar PV panels using double shifts with total of 16 hour a day, and 300 working days per year.

The tenderer (bidder) is to attach documentary evidence and explanations illustrating the ability of the proposed plant to produce 5MWe ~ 10MWe peak power annually.

The schematic diagram below illustrates the basic process components of the 10MWe solar PV panel production line.



Of importance here is the double or parallel parts (two components) for the solar cell testing & cutting station, the lamination machines, the module inspection and testing machines, and the panel framing stations.

The bidder is to provide illustration of the plant/factory layout showing clearly the production process and the main components that will be supplied and installed to ensure effective production of high-quality silicon based solar PV panels.

The bidder is expected to consider the following steps (process flow) in providing the necessary equipment and tools for making the high quality solar PV panels/modules:

- 1) Silicon solar cell preparing station – Cell cleaning, testing and sorting

- 2) Cell dicing/laser cutting station
- 3) Cutting stringing strips (ribbon) station
- 4) Stringing/tabbing (cell soldering) station
- 5) Foil Cutting Station (Cutting EVA and other films)
- 6) Glass cutting and preparation (cleaning) station
- 7) Cell stringing (and busing) station
- 8) Cell layup (cell string encapsulation) station
- 9) Inspection and Electro-Luminance (EL) testing station
- 10) Laminating station
- 11) Cooling and trimming station
- 12) Inspection and sun-ray-simulator testing station
- 13) Module framing station
- 14) Junction box and wiring/cabling Station
- 15) Solar panel/module inspection and final testing station
- 16) Cleaning, serializing and packing station

Electrical Power supply points

All equipment requiring electrical power supply should be able to operate on 220-240 volts single phase or 380-415 volts three phase at 50Hz power line frequency. The electrical power plugs and sockets should comply with BS 1363 for single phase and BS 4343 for three-phase.

SECTION VI

SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

The minimum requirements for effective production of the solar panels are as listed in the tables for **schedules A, B, C, D and E**. The bidder (tenderer) will use the tables, specific for each schedule, and state the specifications of items they are proposing to supply, country of origin, and where possible attach a sample photograph or diagram of the item.

Schedule A – Essential Equipment for the Solar PV Panel Production Line

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirming specifications	Country of origin	Sample photo of the proposed item
1	Silicon solar cell testing station (Solar Cell Tester): <i>Required to sort solar cells according to their electrical performance under a test condition of simulated sunlight. Should have automatic pick and placing functionality of the cells.</i>	Automatic Four-point probe solar cell sorting/testing machine. Solar simulator to comply with IEC60904-9. Testing Area/range: 200mmx200mm/ 0.1 – 5Wp Single flash time: 10ms Test period: 3 second for each cell Measuring voltage: 0 ~ 0.8V Measuring current: 0 ~ 20A Test result-consistency $\leq \pm 1\%$ Testing Parameters: I_{sc} , V_{oc} , P_{max} , V_{mp} , I_{mp} , FF, EFF, Temp, R_s , R_{sh} Control System: PLC Solar cell processing rate: 600pcs per hour To print out the results.	2			
2	Cell sorting Station: <i>Working table for select out solar cells from the faulty ones. Classification of the solar cells for solar production.</i>	Minimum dimension: 1200mm X 1200mm	1			
3	Cell dicing/laser solar cell engraving/cutting station: <i>Cutting the cell to smaller size for small panels/module such as under 50W (from 3W to 100W)</i>	Automatic laser cut. Laser wavelength: 1064nm Scribing width: 30um Scribing-Speed: 300mm/s Cooling way: Air/water Cooling	2			
4	Cutting stringing strips (soldering ribbon) station: <i>Soldering ribbon cutting machine for leveling the and improve quality of string soldering.</i>	For Tin-plated copper alloy strips. Cutting precision: L (0.2+0.002*L)mm Cut length: 1-9999.9mm * adjust	1			

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirming specifications	Country of origin	Sample photo of the proposed item
5	Foil Cutting Station (Cutting EVA, TPT back sheet and other foils): <i>This is a table with a tough top for cutting EVA & TPT back sheet for solar panels. To cut EVA and TPT sheets to size as per requirement of the solar panel design</i>	EVA TPT Cutter Size: 2900mm x 1220mm Structure: Aluminum alloy Using Bearing slip	1			
6	Glass cutting table: <i>To be used to cut solar glass to design specification</i>	Table Dimension: 2900mm x 1220mm Glass cutting tools	1			
7	Glass preparation (cleaning) station: Glass Washing Machine: <i>Used to clean and dry Solar PV Glass automatically & efficiently to improve the Solar Panel's quality</i>	Width of glass: 1220mm Applicable thickness of glass: 1.8 – 8mm Working Speed: 2m/min	1			
8	Cell stringing station: <i>This is a solar cell soldering station which includes operating platform with power distribution board, heating platform and its control system. Must be Fully automatic Soldering template for both single cell soldering and string soldering.</i>	Operating platform dimension: 1800mm x 1200 mm 2 set Single soldering heating plate and controller. 1 set String soldering heating plate and controller. 3 pcs String soldering model plate 125 x 125mm 3 pcs String soldering model plate 156 x 156mm for 2 bar lines. 3 pcs String soldering model plate 156 x 156mm for 3 bar lines. 3 pcs String soldering model plate 156 x 156mm for 4 bar lines. 3 pcs String soldering model plate 156 x 156mm for 5 bar lines. 3 pcs Intelligent lead free electrical soldering iron. 6 pcs working chairs.	1			
9	Cell layup and busing (string busing and encapsulation) station: <i>Laying up station which provide horizontal surface to lay up the solar cell string, Stack solar cell</i>	Layout Station Size: 2320mmx1220mm Layout, high-temp tape stick, bus bar threading	1			

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirming specifications	Country of origin	Sample photo of the proposed item
	<i>string, tempered glass, EVA & back sheet and wire the solar cell string with soldered ribbon.</i>					
10	Visual Inspection Station: <i>For inspection of the finished lay up solar module before laminating</i>	Frame size: 2000mmx1500mm Specular reflection, multi-angle adjusted mirror Stainless steel frame, Aluminum alloy structure	1			
11	Electroluminescence (EL) testing station: <i>Required to inspect the solar PV module/cell-string encapsulation for secluded split, cracked cell, rosin joint, wire break & defects</i>	Module testing capacity: 2100mm x 1200mm Inspecting camera resolution: 14000x1040 pixel Time of exposure: 0.1 – 25.5 seconds (Adjustable) Sensitivity: Can detect crack width less than 0.2µm	1			
12	Laminating station: <i>Semi-automatic Solar PV Module Laminator is equipment for laminating the solar glass, EVA, the solar cell string & back-sheet together into a single solid impenetratable plate.</i>	Laminating Area (WxLxH): 2200mm x 3600mm x 25mm Control mode: Manual / Automatic Laminating time: 2-4 minutes (excluding solidification time) Temperature Control: PID based Temperature control range: 30°C – 180°C.	2			
13	Cooling and trimming station: <i>Edge trimming table for trimming the EVA & TPT around the panel after lamination.</i>	Support 300w solar modules. Include the electrical knife.	2			
14	Inspection and sun-ray-simulator testing station: Solar PV Module Tester: <i>To measure I-V characteristics and other electrical parameters of poly & mono crystalline PV Modules. Used to determine compliance to quality control standards and performance criteria</i>	Effective test area/test range: 2320 mmx 1220 mm/ 5W to 300W Uniformity of test result: ±2% Single Flash time: 10ms Include infrared temperature probe for temperature measurement. Testing Parameters: Isc, Voc, Pmax, Vmp, Imp, FF, EFF, Temp, Rs, Rsh <i>IEC-604901-1/2</i> <i>IEC-60891</i>	2			
15	Module framing station: <i>Framing Machine to fix solar Module frame and seal the 4 corners of the frame.</i>	Framing dimensions: 2320mm by 1220mm by (30 to 50)mm Maximum allowable difference of diagonal line	2			

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirming specifications	Country of origin	Sample photo of the proposed item
	<i>Press and fit frame to the solar panel.</i>	distances: 1.5mm				
16	Junction box and wiring/cablings Station: <i>To be used for installation of junction box and insulation testing of solar panel</i>	Dimensions: 2200mm x 3600mm	2			
17	Solar panel/module inspection and final testing station: <i>To measure I-V characteristics and other electrical parameters of poly & mono crystalline PV panels. Barcoding of the panel.</i>	Effective test area/test range: 2320 mmx 1220 mm/ 5W to 300W Uniformity of test result: $\pm 2\%$ Single Flash time: 10ms Temperature measurement. Testing Parameters: Isc, Voc, Pmax, Vmp, Imp, FF, EFF, Temp, Rs, Rsh Insulation resistance. <i>IEC-604901-1/2</i> <i>IEC-60891</i>	1			
18	Cleaning and packing station Cleaning table: <i>Table for cleaning the surface of the finished module. To be used for cleaning and packaging of the completed solar panel</i>	Dimension: 2200mm x 3600mm	2			
19	Critical Spares: Critical spares of all equipment in schedule A that may require for scheduled maintenance or are prone to failure that could potentially halt production	The tenderer is expected to provide a list of critical spare and supply 1 lot capable of servicing all the equipment for the duration of a year. Additionally, the tenderer is required provide spare for critical equipment whose failure could potentially lead to a halt of production	1 lot			

Schedule B ~ Support Tools/Equipment for the Solar PV Production Line

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirming specifications	Country of origin	Sample photo of the proposed item
1	EVA and TPT Carrier:	Aluminum alloy/Steel structure: 2320mm by 1220mm	1			
2	Ready Materials Carrier: <i>Hand truck for transporting the finished laying up module to be laminated</i>	Shelve size: 2320mm by 1220mm Able to carry 10 pcs 250W solar panel with proper protection.	2			
3	Module transfer Carrier: <i>Hand truck for transportation of Glass / Modules Panel at different stage of production</i>	Frame size: Stainless steel frame, Aluminum alloy structure	2			
4	Electric soldering Iron: <i>With temperature control.</i>	Electronically controlled temperature with digital display. 80- 420°C range. Long-life ceramic element for rapid heating. Multiple bits (easy no-tool tip change). Includes base, soldering iron, cable, built-in stand and sponge holder	4			
5	Air Compressor: <i>Used to generate compressed air for laminator, Framing machine, and any other pneumatic equipment</i>	Capacity: 1.2CBM /s Pressure: 1 Mpa	2			
6	Air caulking gun; To be used to apply a consistent bead of silicon sealant to seal the solar panel during the framing process	Bore size: 50mm Tube length: 215mm Operating air pressure: 30-60psi Average air consumption: 6.0 cfm (170l/min) Air inlet: 1/4 “ BSP	4			
7	Tools/equipment for writing and reading the module/panel Radio Frequency Identifier (RFID) and for writing and reading the panel barcodes	A set tool/equipment or instruments and special printer for the barcodes	2 sets			

Schedule C ~ Production Materials enough for making 100kW solar PV panels

Assuming each panel has a rating of 250W (peak power). A total of (100,000/250)
400 number of panels will be required.

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirm ing specific ations	Country of origin	Sample photo of the proposed item
1	Solar Cell: <i>Is the key component, the main and most important basic building block of Solar PV Module & Panels</i>	Silicon based Solar Cell: Conversion efficiency: >16% Rated Power: 4.2Wp Voltage: 0.5V Dimension: (LxW) 156mmx156mm, Thickness= 0.2mm Busbar: 4BB Power Co-Efficient: 0.405 ± 0.05%/°C	25,000 pcs			
2	Ethylene Vinyl Acetate (EVA) Film: <i>High Stability against Damp heat High light transmission Optimizing the bond strength with bond glass and backsheets. Highest protection & encapsulation against UV and weathering.</i>	Film thickness: 0.45-0.625mm Tensile: 8.5MPa Elongation: 800% Dielectric Strength: 49.9KV/mm Refractive index: 1.49 Surface resistivity: 8.1x10 ¹² ohms	750m ²			
3	Solar Glass: <i>Protection from Weathering & outside Objects. A wide spectrum of light for solar cells to operate. Stability against UV</i>	Tempered solar glass: Thickness: 3.2mm Solar Energy Transmittance: ≥91%, 300-2500nm wavelength range	740m ²			
4	Soldering ribbon: <i>To create the PV busbar over the solar cells. To connect the cells in electrically series-parallel connection</i>	Soldering ribbon: Type1 – PV Busbar ribbon (3mmx0.2mm; WxT) Type2 – Interconnect ribbon (1x0.08mm ² ;WxT) Conductor Material: ETP/DIP/OFC form Tensile strength: 250N/mm ² Elongation: 20% Camber: 0.5% (5mm on 1m length)	Type 1 length: 900m Type 2 length: 34,600m			
5	Thermo Plastic Elastomer (TPE) Back sheet: <i>Improved module eff. High gloss surface to increase solar reflectance. Easily cleanable. Higher stability under damp heat & freeze cold conditions. Very strong tear-bond to EVA. Chemically resistant</i>	TPE Back sheet Construction type: PVF/PET/PE Thickness: 0.25mm Length: 100 meters per roll; width: 1.2m max Peel Strength –PET/PVF: 6N/ 10mm Peel Strength –PE/PET: 10.5N/ 10mm Peel Strength –PET/EVA: Destruct	750m ²			

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirming specific ations	Country of origin	Sample photo of the proposed item
		Dielectric Strength: 15.55KV Moisture Permeability: 3.1g/m2/day Partial Discharge: 1000VDC				
6	Module Frame: <i>To give a structural solid usable shape to solar PV module & to create a Solar PV Panel</i>	Side thickness: 35mm-40mm Material: Anodized Aluminium Alloy sheet thickness \geq 3mm	2400m (running metres)			
7	Junction Box: <i>To complete the Electrical circuit of solar cells & make it ready to use as power generation module. To maintain the electrical safety</i>	Protection class: IP67 Bypass Diodes: 3 diodes	410 pcs			
8	Solar PV Cable: <i>To connect to other PV modules in the string/array</i>	Cross sectional area: 4mm ² Length: 1000mm Voltage range: 1.5KV DC/(1.2/1.0)KV AC Max Voltage tolerance: 6.5KV for 5mins Operating temperature range: (-400 to 120°C) Safe pulling force: 50N/m2 Cable Colors: red and black, forming a set	410 sets			
9	Cable connector: <i>To connect to next Module. To complete the string. To connect to inverter/charger device. To maintain the electrical safety in the system</i>	MC4 connector Type: Male-female coupler interlocking set (snapin). Protection class: IP65 (as per NEC - 2011) Rated current max: 30A System Voltage Max: 1000V Operating temperature range: (-400 to 120°C)	410 pcs (mc4 male) 410 pcs (mc4 female)			
10	Silicon based Sealant: <i>To seal the envelope /frame. To fix the junction box on the back side of Panel. To make the Panel weatherproof</i>	Sealant: Consistency: Paste Polymer: 100% Silicone Hardness: 30 Peel Strength: >35 pil Movement capability: \pm 25% Operating temperature range: (-480 to 120° C) To be supplied in standard 215mm by 50mm tube cartridge with injection nozzle	200 pc			
11	Material for RFID and barcoding	Enough for the 500 panels	500 sets			

Schedule D – Necessary site works for converting the existing warehouse into a Solar PV panel factory

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirming specifications
1	Outdoor walkways and landscaping civil works.	Road and walkways into the building to be made free of earth dust.	1	
2	Indoor partitions, piping and civil works.	Newly painted walls, office partition with appropriate doors, Water point.	1	
3	The building electrical, mechanical and ICT services.	Lighting and power point requirements, air ventilations, ICT cabling and data connection points	1	
4	Furniture: Appropriate desks and seats for the material store and two staff office.	A set of office desk and appropriate swing type office seat.	4	

Schedule E – Plant Commissioning and Training Services

Item	Description	Specifications (minimum basic requirements)	Quantity	Bidder confirming specifications
1	Plant Commissioning	Plant Commissioning data and commissioning report	1	
2	Laptop computers	Laptops each loaded with the relevant software for operating each of the computer-operated solar pv panel production equipment	2	
3	Off-site training and factory acceptance tests (FAT) of eight (8) KenGen employees	Off-site training: Training of Eight (8) KenGen employees at equipment manufacturers' workshop/factory and witnessing Factory Acceptance Tests (FAT)	1	
4	On-site Training: Training of fifteen (15) KenGen employees.	On-site Training: Training of fifteen (15) KenGen employees at site (KenGen premises) on operations and maintenance of the newly set solar pv panel production factory.	1	
5	As-built drawings and documents.	As-built drawings and documents of the solar pv panel production plant equipment and their layout. <i>(one soft copy and three bound hard copies)</i>	1	

Additional Information to the Bidders

The tenderer (bidder) is also expected to demonstrate that the final product of the plant (each solar PV panel) has the following properties.

1. Each PV panel must have Radio-frequency identification (RFID) tag, which must contain the following information:
 - a. Name of the manufacturer of panel
 - b. Name of the manufacturer of Solar cells
 - c. Month and year of the manufacturing (separately for solar cells and panel)
 - d. Country of origin (separately for solar cells and panel)
 - e. I-V curve of each module
 - f. Peak Wattage, I_m , V_m and FF of each module
 - g. Unique Serial Number and Model Number of each panel
2. The RFID shall be mandatorily placed inside the module laminate for all the panels manufactured from the KneGen plant.
3. The PV panels manufactured in the plant must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
4. All fittings and accessories not mentioned specifically in the tender technical specifications but are required for the effective function and commissioning of the plant shall be deemed to be included in the specification and shall be supplied by the Contractor without any extra charge.
5. The contractor shall test and commission each and every completed phase of the project, including all individual items of equipment within the solar panel production system, providing test-certificates for each of them.
6. The contractor shall also allow for any **independent** testing and commissioning of the system for each and every part of the plant.
7. The contractor shall compile and give a detailed commissioning report with supporting measurements and data for the plant.
8. The Contractor shall supply as built drawings, specifications and operation guides for each and every equipment of the production plant.

9. The winning tenderer must supply the **brand** that is highlighted or proposed in the submitted equipment catalogue; failure to which the goods will be rejected during inspection stage.
10. The winning tenderer will be required to train eight (8) KenGen staff for a period of at least 2 weeks at manufacturer's plant, in order to enable client officers/engineers understand the equipment/system design, operation and its maintenance. Factory acceptance testing (FAT) shall proceed after the training. The training shall cover both theory and practical aspects of all the equipment and the entire production process.
11. A warranty period of not less than 2 years shall be offered by the tenderer for all the equipment supplied.

SECTION VII

PRICE SCHEDULE FOR GOODS AND SERVICES

Schedule A – Essential Equipment for the Production Line

	Description	Quantity	Unity Price (currency)	Total Price (currency)
1	Silicon solar cell testing station (Solar Cell Tester)	2		
2	Cell sorting Station: <i>Working table.</i>	1		
3	Cell dicing/laser solar cell engraving/cutting station	2		
4	Cutting stringing strips (soldering ribbon) station:	1		
5	Foil Cutting Station (Cutting EVA, TPT back sheet and other foils):	1		
6	Glass cutting table:	1		
7	Glass preparation (cleaning) station: <i>Glass Washing Machine</i>	1		
8	Cell stringing station: <i>Solar cell soldering station.</i>	1		
9	Cell layup (cell string encapsulation) station:	1		
10	Visual Inspection Station:	1		
11	Visual Inspection and Electro-Luminance (EL) testing station:	1		
12	Laminating station: <i>Semi-automatic Solar PV Module Laminator</i>	2		
13	Cooling and trimming station:	2		
14	Inspection and sun-ray-simulator testing station: <i>Solar PV Module Tester:</i>	2		
15	Module framing station:	2		
16	Junction box and wiring/cabling Station:	2		
17	Solar panel/module inspection and final testing station:	1		
18	Cleaning and packing station Cleaning table:	2		
19	Critical Spares:	1 lot		
	Total			

Schedule B ~ Support Tools/Equipment for the Production Line

	Description	Quantity	Unity Price (currency)	Total Price (currency)
1	EVA and TPT Carrier:	1		
2	Ready Materials Carrier:	1		
3	Module transfer Carrier:	1		
4	Electric soldering Iron:	4		
5	Air Compressor:	2		
6	Workstation Seats	5		
7	RFID and barcoding write and read tool/equipment	2 sets		
	Total			

Schedule C ~ Production Materials enough for making 100kW solar PV panels

	Description	Quantity	Unity Price (currency)	Total Price (currency)
1	Solar Cell:	25,000 pcs		
2	Ethylene Vinyl Acetate (EVA) Film:	750m ²		
3	Solar Glass:	740m ²		
4	Soldering ribbon:	Type 1 length: 900m Type 2 length: 34,600m		
5	Thermo Plastic Elastomer (TPE) Back sheet:	750m ²		
6	Module Frame:	2400m (running metres)		
7	Junction Box:	410 pcs		
8	Power supply Cable:	410 sets		
9	Cable connector:	410 pcs (mc4 male) 410 pcs (mc4 female)		
10	Sealant:	200 pcs		
11	Materials of the RFIDs and barcoding	500 sets		
	Total			

Schedule D– Necessary site works for converting the existing warehouse into a Solar PV panel factory

	Description	Quantity	Unity Price (currency)	Total Price (currency)
1	Outdoor walkways and landscaping civil works.	1		
2	Indoor partitions, piping and civil works.	1		
3	The building electrical, mechanical and ICT services.	1		
4	Furniture: Appropriate desks and seats for the material store and two staff office.	4		
	Total			

Schedule E – Plant Commissioning and Training Services

	Description	Quantity	Unity Price (currency)	Total Price (currency)
1	Plant Commissioning and commissioning report	1		
2	Laptop computers each loaded with the relevant software for operating each of the computer operated solar pv panel production equipment	2		
3	Off-site training: Training of Eight (8) KenGen employees at equipment manufacturers' workshop/factory and witnessing Factory Acceptance Tests (FAT)	1		
4	On-site Training: Training of fifteen (15) KenGen employees at site (KenGen premises) on operations and maintenance of the newly set solar pv panel production factory.	1		
5	As-built drawings and documents of the solar pv panel production plant equipment and their layout. <i>(one soft copy and three bound hard copies)</i>	1		
	Total			

Total price of the bid (Totals from price schedules A, B, C, D and E above)

	Item Description	Total Price (currency)
1	Schedule A – Essential Equipment for the Production Line	
2	Schedule B ~ Support Tools/Equipment for the Production Line	
3	Schedule C ~ Production Materials enough for making 100kW solar PV panels	
4	Schedule D – Necessary site Civil, Electrical, Mechanical and ICT works	
5	Schedule E – Plant Commissioning and Training Services	
	Sub-Total	
	16% VAT	
	Other taxes	
	Total Price	

Country of Origin:

Currency of Tender:

Delivery Period:

Warranty duration:

TENDERER'S NAME: _____

TENDERER'S SIGNATURE & STAMP: _____

SECTION VIII
STANDARD FORMS

8.1 FORM OF TENDER

To: _____

[name and address of procuring entity]

Date _____
Tender No. _____

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/termination of your business proposal 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
Value Added Tax 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 (*Attach brochures*)

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

Private or public
Company Profile (*Attach brochures or annual reports in case of public companies*)
State the nominal and issued capital of the Company
Nominal KShs
Issued KShs
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

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

Part 2 (d) – Debarment

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

Full Names
Signature
Dated thisday of2020 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 Name.....
Signature
Dated thisday of2020 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 thisday of2020
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 thisday of2020
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 FOR IT FORMS PART OF TECHNICAL EVALUATION.

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

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

Part 2 – 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 of2020

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]*_____

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.

SITE VISIT CERTIFICATE

This is to certify that **(IN BLOCK LETTERS)**

Name:.....

Cell Phone No:.....

Email:.....

Being the authorized representative of **(IN BLOCK LETTERS)**

M/S [*Firm/Company*].....

Official Tel No.....

Official Email:.....

Participated in the site visit for:

Tender for Design, Supply, Installation, training and Commissioning of a Solar Photovoltaic (PV) Panel Production Plant”

Held on.....DATE.....

OFFICIAL USE:~

Signed.....

.....
(KenGen’s Representative)

.....
(Name of KenGen’s Representative)

.....
(Designation)

NOTE:

1. This form is to be completed at the time of the organized site visit.
2. Bidder to bring along with him duly filled site visit certificate during the site visit.