



KenGen

KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN CW 07 2013

**TENDER FOR SUPPLY OF CURRENT TRANSFORMER
ANALYZER FOR CENTRAL WORKSHOP**

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

September, 2013

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Section A: Invitation for Tenders

Kenya Electricity Generating Company Limited (KenGen) invites you to submit a sealed tender for **SUPPLY OF CT ANALYZER FOR CENTRAL WORKSHOP** whose specifications are detailed in the Tender Document.

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

Supply Chain Manager
Tel: (254) (020) 366600
Fax: (254) (020) 3666200
Email: pkimemia@kengen.co.ke
Cc: ckiara@kengen.co.ke

Where the tender document may be collected upon payment of a non-refundable fee of **Kshs.1,000.00** paid in cash or through a bankers cheque at any KenGen office. The document can also be viewed and downloaded from the website www.kengen.co.ke, and the **payment evidence MUST be submitted with the tender document**. Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications or addendums and will be required not to pay any reduced fee

Tenders must be accompanied by a security in the form and amount specified in the tender documents, and must be delivered to:

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

on or before **19th September, 2013 at 10.00 am.**

Tenders will be opened the same day at **19th September, 2013 at 10.30am** .in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor.

SUPPLY CHAIN MANAGER

Section B: General Information**Introduction****1. Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 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 Kenya Electricity Generating Company Limited 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.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 The goods to be supplied under the contract shall have their origin in eligible source countries.
- 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.
- 2.3 The origin of the goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KenGen, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

4 Contents

4.1 The tender document comprises the documents listed below and addenda issued in accordance with Clause 6 of the Instructions to Tenderers.

- (a) Invitation for Tenders
- (b) Instructions to Tenderers
- (c) General Conditions of Contract
- (d) Special Conditions of Contract
- (e) Technical Specifications, Schedule of Requirements and Price Schedules
- (f) Tender Form
- (g) Tender Security Form
- (h) Contract Form
- (i) Performance Security Form
- (j) Manufacturer's Authorization Form

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 tenderer's risk and may result in the rejection of its tender.

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify KenGen in writing or facsimile at the address indicated in the Invitation for Tenders. KenGen will respond in writing to any request for clarification of the tender documents, which it receives at least seven (7) days prior to the deadline for the submission of tenders. Written copies of KenGen's 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.

6. Amendment of Documents

6.1 At any time prior to the deadline for submission of tenders, KenGen, 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.

6.2 All prospective tenderers that have received the tender documents will be notified of the amendment in writing or facsimile, and will be binding on them.

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

Preparation of Tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KenGen, shall be written in English. Supporting documents and 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.

7.2 Tenderers must submit their bid with a complete table of contents

7.3 Tenderers must paginate their bid before submission

8. Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components:

- (a) Tender Form and Price Schedule completed in accordance with Clauses 9,10 and 11 below.
- (b) documentary evidence established in accordance with Clause 12 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 Clause 13 that the goods to be supplied by the tenderer are eligible and conform to the tender documents; and
- (d) tender security furnished in accordance with Clause 14

9. Tender Form

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

10. Tender Prices

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

10.2 Prices quoted by the tenderer shall be fixed during the tenderer'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 Clause 22.

11. Tender Currencies

11.1 Prices shall be quoted in Kenya Shillings, US dollars or in another freely convertible currency.

12. Tenderer's Eligibility and Qualifications.

12.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

12.2 The documentary evidence of the tenderer's eligibility to tender shall establish to KenGen's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

12.3 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KenGen's satisfaction:

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

13. Goods' Eligibility and Conformity to Tender Document.

13.1 Pursuant to Clause 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

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.

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) Detailed description of the essential technical and performance characteristics of the goods;
- (b) List giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of five (5) years, following commencement of the use of the goods by KenGen; and
- (c) Clause-by-Clause commentary on KenGen's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to Clause 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 KenGen 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 KenGen's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, **a tender security in the amount of 2% of the total tender price.**
- 14.2 The Tender Security is required to protect KenGen against the risk of tenderer's conduct that would warrant the forfeiture of the tender security, pursuant to Clause 14.7.
- 14.3 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to KenGen and valid for thirty (30) days beyond the validity of the tender.
- 14.4 Any tender not secured in accordance with Clause 14.1 and 14.3 will be rejected by KenGen as non-responsive, pursuant to Clause 22.
- 14.5 Unsuccessful tenderers' 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 KenGen.
- 14.6 The successful tenderer's Tender Security will be discharged upon the tenderer signing the contract, pursuant to Clause 30, and furnishing the Performance Security, pursuant to Clause 31.

14.7 The Tender Security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by KenGen 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 Clause 30
 - or**
 - (ii) to furnish performance security in accordance with Clause 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by KenGen, pursuant to Clause 18. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected by KenGen.

15.2 In exceptional circumstances, KenGen 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 Clause 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.

16. Format and Signing of Tender

16.1 The tenderer shall prepare an original and three 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.

16.2 The original and 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

16.3 The tender shall have no interlineation, 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.

Submission of Tenders

17. Sealing and Marking of Tenders

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.

17.2 The inner and outer envelopes shall:

- (a) be addressed to Kenya Electricity Generating Company Ltd at the following address:

Assistant Company Secretary,
Kenya Electricity Generating Company Limited,
7th Floor, Stima Plaza Phase III,
Kolobot Road, Parklands.
P.O. Box 47936-00100 –NAIROBI, KENYA.

- (b) bear, " **CT Analyzer for Central Workshop**", and the statement: “**DO NOT OPEN BEFORE 19th September, 2013 at 10.30am**”.

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”.

17.4 If the outer envelope is not sealed and marked as required by Clause 17.2, KenGen will assume no responsibility for the tender’s misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by KenGen at the address specified under Clause 17.2 not later than **19th September, 2013 at 10.00am**.

18.2 KenGen may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with Clause 6, in which case all rights and obligations of KenGen and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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 KenGen prior to the deadline prescribed for submission of tenders.

- 19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 19.3 No tender may be modified after the deadline for submission of tenders.
- 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 Clause 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

- 20.1 KenGen will open all tenders in the presence of tenderers' representatives who choose to attend on, **19th September, 2013 at 10.30am** on 7th Floor, Executive Room, Stima Plaza, Kolobot Road. Tenderers' representatives present shall sign a register evidencing their attendance.
- 20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KenGen, at its discretion, may consider appropriate, will be announced at the opening.
- 20.3 KenGen will prepare minutes of the tender opening.

21. Clarification of Tenders

- 21.1 To assist in the examination, evaluation and comparison of tenders KenGen 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.

Any effort by the tenderer to influence KenGen in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers' tender.

22. Preliminary Examination

- 22.1 KenGen 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.
- 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 tenderer does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 22.3 KenGen 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.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, KenGen 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. KenGen's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by KenGen and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Evaluation and Comparison of Tenders

- 23.1 KenGen will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 KenGen's evaluation of a tender will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the tender
- 23.3 KenGen's evaluation of the tender will take into account, in addition to the tender price, the following factors: -
- a) compliance to the tender requirements;
 - b) compliance to the technical specifications;
 - c) tender validity of not less than 90 days;
 - d) qualification to perform contract satisfactorily pursuant to Clause 25;
 - e) delivery period offered in the tender. The delivery period should not exceed **8 weeks** after contract award;
 - f) deviation in payment schedule from that specified in the Special Conditions of Contract
 - g) Manufacturer's Authorization
 - h) Response to Mandatory business questionnaire

- 23.4 Tenderers shall state their tender price for the payment schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KenGen may consider the alternative payment schedule offered by the selected tenderer.

24. Contacting KenGen

- 24.1 Subject to Clause 21, no tenderer shall contact KenGen on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2 Any effort by a tenderer to influence KenGen in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Award of Contract

25. Post-qualification

- 25.1 In the absence of pre-qualification, KenGen 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.
- 25.2 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 Clause 12.3, as well as such other information as KenGen deems necessary and appropriate.
- 25.2 An affirmative 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 KenGen will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to Clauses 10, 23 and 28 KenGen 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.

27. KenGen's Right to Vary Quantities

27.1 KenGen reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. KenGen's Right to Accept or Reject Any or All Tenders

28.1 KenGen reserves the right to accept or reject any tender, and to annul the tendering process or 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 its action.

29. Notification of Award

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

29.2 The successful tenderer shall be given a letter of award to sign and return the acceptance to KenGen without reservations.

29.3 Upon the successful tenderer's furnishing of the Performance Security pursuant to Clause 31, KenGen will promptly notify each unsuccessful tenderer and will discharge its Tender Security, pursuant to Clause 14.

30. Signing of Contract

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

30.2 Within thirty days (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KenGen.

31. Performance Security

31.1 Within thirty (30) days of the receipt of notification of award from KenGen, 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 KenGen.

31.2 Failure of the successful tenderer to comply with the requirement of Clause 30 or Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event KenGen may make the award to the next lowest evaluated tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 KenGen requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, KenGen:-

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing 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 KenGen, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KenGen of the benefits of free and open competition;

(b) 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;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Section C: General Conditions of Contract**1. Definitions**

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

- (a) “The Contract” means the agreement entered into between KenGen 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 Supplier” means the individual or firm supplying the goods under this Contract.
- (d) “The Goods” means all of the equipment, materials, etc; which the Supplier is required to supply to KenGen under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by KenGen for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods were manufactured or produced.

3.2 The origin of the Goods is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without KenGen’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KenGen in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The Supplier shall not, without KenGen’s prior written consent, make use of any document or information enumerated in Clause 5.1 above.

- 5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of KenGen and shall be returned (all copies) to KenGen on completion of the Supplier's performance obligations under the Contract if so required by KenGen.

6. Patent Rights

- 6.1 The tenderer shall indemnify KenGen 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 Kenya.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KenGen the Performance Security in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the Performance Security shall be payable to KenGen as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KenGen 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 KenGen, in the form provided in the tender documents.
- 7.4 The Performance Security will be discharged by KenGen and returned to the tenderer 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.

8. Inspection and Tests

- 8.1 KenGen or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. KenGen shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier 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 KenGen.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, KenGen shall reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to

KenGen.

- 8.4 KenGen'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 Goods having previously been inspected, tested, and passed by KenGen or its representative prior to the Goods's delivery.
- 8.5 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9 Packing

- 9.1 The Supplier 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.
- 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.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by KenGen in its Schedule of Requirements and the Special Conditions of Contract.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special Conditions of Contract

12. Warranty

- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.
- 12.2 This warranty shall remain valid for stated period after the Goods, or any portion thereof as the case may be, have been delivered and accepted at the final destination indicated in the Contract.
- 12.3 KenGen shall promptly notify the Supplier in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Supplier shall, within the period specified in Special Conditions of Contract, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to KenGen.

12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in Special Conditions of Contract, within a reasonable period, KenGen may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KenGen may have against the Supplier under the Contract.

13. Payment

13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of Contract.

13.2 KenGen shall make payments as specified in the Contract.

14. Prices

14.1 Prices charged by the Supplier for Goods delivered under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Supplier in its tender.

15. Assignment

15.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with KenGen's prior written consent.

16. Subcontracts

16.1 The Supplier shall notify KenGen 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 Supplier from any liability or obligation under the Contract.

17. Termination for Default

17.1 KenGen may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part:

- (a) If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, or within any extension thereof granted by KenGen.
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of KenGen has engaged in corrupt or

fraudulent practices in competing for or in executing the Contract.

- 17.2 In the event KenGen terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to KenGen for any excess costs for such Goods.

18. Liquidated Damages

- 18.1 If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, KenGen shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the quoted price of the delayed Goods for each week of delay until actual delivery, up to a maximum deduction of 10% of the quoted price of the delayed Goods. After this KenGen may consider termination of the Contract.

19. Resolution of Disputes

- 19.1 KenGen and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2 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 that the dispute be referred for resolution to formal mechanisms. These mechanisms include, but are not restricted to, conciliation by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

20. Language and Law

- 20.1 The language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

21. Force Majeure

- 21.1 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.

Section D: Special Conditions of Contract**1. Definitions**

- a) The 'Procuring entity' is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, and P.O. BOX 47936 - 00100 GPO, Nairobi. Kenya** and includes its legal representatives, successors or assigns
- b) 'Goods' means: - **Supply of CT Analyzer for Central workshop'**

2. Application

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

3. Performance Security

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

4. Inspections and Tests

The Goods shall be inspected as to quality and quantity by a Pre-Shipment Inspection Agency appointed by the Government of Kenya. KenGen shall notify the Tenderer in writing, in a timely manner, of the identity of the Pre-Shipment Inspection Agency retained for these purposes. The Tenderer is warned against shipping non-inspected Goods, as the cost of Post-Inspection and all other incidental costs shall be to the Tenderer's account.

5. Delivery Period

Subject to Clause 23.3, Section B, the goods shall be delivered within **8 Weeks** after the date of contract award.

6. Warranty

A warranty certificate must be provided with the Goods. The warranty period shall be as stated by the supplier from date of acceptance of the Goods. However this period shall not be less than one year.

7. Method of Payment

- a) For Suppliers outside Kenya, payments shall be made through an irrevocable Letter of Credit and within a credit period of 30 days.

- b) For Suppliers within Kenya, payments shall be made within 30 days after receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the Contract.
- c) No advance payment will be made under this contract.

8. Prices

Prices shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.

9. Training

A two days training shall be conducted by the manufacturer's at the Client's premises or at venue of his choice within Nairobi, Kenya. During the training, all functions of the equipment shall be demonstrated. The training shall designed to equip the client's engineer with adequate knowledge on how to operate the equipment and interpret the results.

SECTION E

Technical Specifications, PART I: - General Information And Requirements

1.1 STANDARD AND CODES

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

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

(i) United States Sources

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

(ii) Other Sources

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

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

1.2 CONTRACTOR'S RESPONSIBILITIES

I.RESPONSIBILITIES

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

II. SOLE RISK

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

PART II :- GENERAL TECHNICAL REQUIREMENTS

1.1 GENERAL REQUIREMENTS

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

1.2 TENDER BID DOCUMENTATION BY TENDERER

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

- Equipment User Manual
- Equipment Maintenance manual
- Software User Manual etc

1.3 TRAINING AND TEST PROCEDURE

The Contractor shall prepare and execute training of the client's Engineers during which the Training and Calibration CTs shall be used to demonstrate all the tests that the equipment can perform. Step by step Test procedures shall be properly documented and availed to the client during the training. Relevant standard result sheets [soft and hard] shall also be availed.

1.4 ACCOMMODATION & TRANSPORT FOR CONTRACTOR'S EMPLOYEE

Accommodation during the training and test procedure presentation for the Tenderer's employees shall be the responsibility of the Tenderer.

Transport (including local airport transfers) at the site during the training will be the responsibility of the Tenderer.

The client will avail venue, equipment supply and projector. Lunch and refreshments during training shall be the client's responsibility.

PART III

SCHEDULE OF TECHNICAL REQUIREMENTS & PRICE

1. DESCRIPTION AND TECHNICAL SPECIFICATIONS

1.1 INTRODUCTION

The CT Analyzer shall be used to test current transformers located in KenGen installations located across Kenya. The equipment shall be capable of operating in adverse temperature, humidity and at varying altitudes.

1.1.1 CT Analyzer functions

The CT Analyzer must be capable of performing the following measurements:

- CT-ratio and phase-angle accuracy with consideration of nominal and operational burden for various currents
- CT winding resistance
- CT excitation / saturation (unsaturated and saturated)
- ALF and FS (direct and indirect)
- Burden impedance
- CT residual magnetism
- CT excitation curve (unsaturated and saturated)
- Saturation characteristic recording
- Direct comparison of excitation curve to a reference curve
- CT phase and polarity check
- Secondary burden measurement
- Automatic demagnetization of the CT after the test
- Display readable in bright sunlight
- Automatic assessment for accuracy class > 0.1 (inclusive classes defined in the IEEE C57.13.6 standard)
- Measurement of transient behavior of TPS, TPX, TPY and TPZ type CTs
- Automatic assessment according to IEC 60044-6 and IEC 61869-2
- Determination of the transient dimensioning factor (Ktd)
- Determination of Knee-point voltage from 1 V up to 30 kV
- Must be portable i.e. Less than 15Kg
- Excellent noise immunity to disturbances from energized power lines close to the measurement
- Must be capable of analyzing both protection and metering CTs upto class 0.1

1.1.2 Multi-ratio CT testing

The equipment should be capable on its own or while coupled to a suitable switchbox, be capable of analyzing multi-ratio current transformers with six (6) cores; at once.

1.1.2 CT details determination

Must be capable of Determining unknown CT data including

- CT type
- Class
- Ratio
- Knee point
- Power Factor
- Nominal and operating burden
- Winding resistance (primary and secondary)

1.1.4 Remote Control

Remote Control using PC to be providing as detailed below:

- Full access to all functions of the CT Analyzer via a PC using the remote interface
- Optimizes the integration into automated testing procedures in production lines
- Data export into ExcelTM and WordTM
- Customizable testing and reports

1.1.5 Remanence Magnetism Analyzer

Remanence magnetism Analyzer feature to be provided as follows:

- Software-based tool to determine the residual magnetism in current transformers
- Analysis of the remanence condition before putting into operation the CT to assure proper function
- Demagnetizes the CT core after measurement

1.1.6 Data Handling and Reporting

Data Handling and Reporting

- Test reports can be saved on the equipment memory and transferred to a PC
- Data and protocols can be shown on a PC via the ExcelTM file loader program
- Customizable report templates are available, for example:
 - Different standards, classes and applications
 - Single, multi-core and multi-tap CTs
 - Three-phase testing

➤Core testing

1.1.7 Quick test

Manual Testing: QuickTest should be provided/possible with following functions:

- Use of the CT Analyzer as a multimeter with an integrated current and voltage source
- Perform manual tests (L, Z, R, ratio, polarity, burden etc.) for trouble-shooting and quick verification on site
- VT ratio check

1.2 TECHNICAL COMPLIANCE TO REQUIREMENTS AND SPECIFICATIONS

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

TECHNICAL SPECIFICATION SCHEDULE

Item	Description	Specified	Offer
CT RATIO ACCURACY	Ratio 1-2000	0.05 %	
	Ratio 2000-5000	0.1%	
	Ratio 5000-10000	0.2%	
PHASE DISPLACEMENT	Resolution:	0.1/min	
	Accuracy:	0.5min	
WINDING RESISTANCE	Resolution	1 m Ω	
	Accuracy	0.1 % + 1 m Ω	
POWER SUPPLY	Input Voltage (Nominal)	240 Vac	
	Permissible Input Voltage	85 Vac to 264 Vac	
FREQUENCY	Nominal	50 Hz	
	Permissible Frequency	45 Hz to 55 Hz	
ENVIRONMENT CONDITIONS	Operating Temperature	-10 °C up to + 50 °C	
	Storage Temperature	-25 °C up to + 70 °C	
	Humidity Relative	5% up to 95% not condensing	
EMC	Adheres to EMC Directives	Directive 2004 / 108 / EC (CE conform)	
	EMC-Emission:	International IEC 61326-1 Class A	

	EMC-Immunity	International IEC 61326-1	
SAFETY	Directive 2006 / 95 / EC (CE conform)	International IEC 61010-1	
TEST CERTIFICATES	Must have test certificate from internationally reknown test institute	Eg Kema	
ACCESSORIES	Power Cord	With British 3 pin plug	
	Coax cables – Each cable should at least 2.5mm ²	3pcs of 3m 1pc of 6m 2pcs of 10m 1pc of 15m 1pc of 100m [Each with 4mm banana socket]	
	6mm ² Grounding (PE) cable C/W clamp	1pc of 6m	
	Battery clamps [with 4mm banana socket]	2pcs	
	Crocodile clamps [with 4mm banana socket]	4pcs of 20mm opening	
	Flexible terminal Adapters [with 4mm banana socket]	12pcs	
	Primary resistance Kit	4 pole 15m cable 2pcs Kelvin clamps	
	Memory space [Means/adaptor to transfer from memory to PC must be provided]	for at least 360 tests	
	Equipment User and Maintenance manual, Software instruction manual etc	Shall be offered in English	
	CT Analyzer carry bag	Strong Synthetic material	
	Hard Transportcarry case with wheels	High density plastic/ light metallic	
	Training CT	300/5, cl 0.5, FS 5	
	Calibration CT	2000/1/5, cl 0.02	
	Converter cable	USB – RS232	

		converter cable	
SWITCHBOX	Switchbox for Multi-ratio CT testing	Switchbox complete with accessories for Multi-ratio CT testing if this function is not in main equipment.	
REMOTE CONTROL PC	PC [Laptop Complete with carry bag and loaded with Windows 8 compatible with the Analyzer software]	320GB hard disk, Duo core CPU @ 2.66GHz, 2.66GHz, 4GB RAM	
SOFTWARE [Licensed]	CT Analyzer PC software toolset Including Remanence analyzer software	Remote control software, Excel file loader etc	
DEFECT LIABILITY PERIOD	Warranty	Minimum 1 year	

NOTES

- Documentary evidence to prove that the items offered comply with the Technical Specifications **must** be provided.

Section F: - Schedule Of Requirements And Prices

Schedule:					
Item	DESCRIPTION	BRAND NAME	QTY	UNIT PRICE	TOTAL PRICE
1	CT Analyzer		1		
2	Switchbox for Multi-ratio CT testing		1		
3	Training CT		1		
4	Calibration CT		1		
5	PC (Laptop)		1		
6	All necessary softwares (licenced) to meet the specifications		Lot		
8.	Accessories		Lot		
7	Training		Lot		
	16% VAT				
	TOTAL COST				

Delivery period	
Country of origin	
Manufacturer	
Warranty Period	

GRAND TOTAL	
Tenderer's Name (Authorised Person)	

Tenderer's Company name _____

Signature & Rubber stamp _____ Date _____

Section G: Tender Form

To: Kenya Electricity Generating Company Limited,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O Box 47936-00100,
NAIROBI. Kenya.

Gentlemen and/or Ladies:

1. Having examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the 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 Requirements and Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the in accordance with the delivery schedule specified in Section E of the Tender Documents.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by KenGen.
4. We agree to abide by this Tender for a period of 90 days from the date fixed for Tender opening under Clause 20 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2012.

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Section H: Tender Security Form

(To be on the Letterhead of the Bank)

Whereas(*name of the tenderer*) (hereinafter called “the Tenderer”) has submitted its tender dated (*Date of submission of tender*) for the supply of (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE(*name of the bank*) of(*address of bank*) (hereinafter called “the Bank”), are bound unto KenGen in the sum of (*2% of tender price*)..... (*amount in words and figures*) for which payment well and truly to be made to the said KenGen, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2012 .

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 KenGen 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 to KenGen up to the above amount upon receipt of its first written demand, without KenGen having to substantiate its demand, provided that in its demand KenGen 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 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*)

Section I: Contract Form

THIS AGREEMENT made the day of between **KenGen** of Kenya of the one part and (*name of Supplier*) of (*city and country of Supplier*) (hereinafter called “the Supplier”) of the other part:

WHEREAS KenGen invited tenders for the supply of certain goods, viz., and has accepted a tender by the Supplier for the supply of those Goods 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.
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 Supplier;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) KenGen’s Notification of Award.
3. In consideration of the payments to be made by KenGen to the Supplier as hereinafter mentioned, the Supplier hereby covenants with KenGen to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. KenGen hereby covenants to pay the Supplier in consideration of the provision 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.

Section J: Performance Security Form
(To be on the Letterhead of the Bank)

To: Kenya Electricity Generating Company Limited,
 Stima Plaza Phase III, Kolobot Road, Parklands,
 P.O Box 479360-00100,
Nairobi, Kenya.

WHEREAS[*name of Supplier*]
 (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No.
 dated to supply (hereinafter called “the
 Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall
 furnish you with a bank guarantee by a reputable bank for the sum specified therein as security
 for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
 Supplier, up to a total of (*amount of guarantee in*
words and figures), and we undertake to pay you, upon your first written demand declaring the
 Supplier to be in default under the Contract and without cavil or argument, any sum or sums
 within the limits of..... (*amount in words and figures*) as
 aforesaid, without your 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

Signature and seal of the Guarantors

 [*name of bank or financial institution*]

 [*address*]

 [*date*]

**SECTION L - 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) 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: Country

..... Physical address

..... Town

Building.....

Floor.....

Plot No. Street / Road

..... Postal Address Postal

/ Country Code.....

Telephone No's Fax No's.

..... E-mail address

.....

Website

Contact Person (*Full Names*) Direct / Mobile No's.

..... Title Power of Attorney (**Yes /**

No) **If Yes, attach**

written

document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

..... Value Added Tax

No.....

Value of the largest single assignment you have undertaken to date (**US\$/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

Full names
 Nationality Country of Origin
 *Citizenship details
 Company Profile (Attach brochures or annual reports in case of companies)

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.			
2.			
3.			
4.			

Company Profile(Attach brochures)

Part 2 (c) – Registered Company

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:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.			
2.			
3.			
4.			

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 or corrupt acts with regard to this or any other tender by KenGen and any other public or private institutions.

Full Names
 Signature

Dated this day of 20....
In the capacity of

Duly authorized to sign Tender for and on behalf of

**Part 2 (e) – Criminal
Offence**

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

a)

.....

b)

.....

c)

.....

d)

.....

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

Signed

.....

...

For and on behalf of M/s

.....

In the capacity of

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

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (f) – Conflict of
Interest**

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

a)

.....

b)

.....

c)

.....

d)

.....

For and on behalf of M/s

.....
In the capacity of

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

Suppliers' / Company's Official Rubber Stamp
.....

Part 2 (g) – 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(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....			
2.			
3.....			
.....			

Contact person (Full Names) E-mail

address..... Cell phone no (Note: The person should be at the level of director)

*Attach proof of citizenship

* Attach certified copies of the following documents:

- Previous orders from companies supplied before
- Certificate of Incorporation / Registration
- Tax Compliance Certificate (for local suppliers)
- VAT Certificate (for local suppliers)
- Audited Financial Statements / Accounts for the last two (2) years
- Valid Local Authority / Trade License (for local suppliers)
- The Power of Attorney)

***The above documents should be submitted if they are applicable to bidder.**

*** Only one (1 no) copy of each of the above documents is to be availed in the bid submission.**

Part 2(i) – Declaration

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

Bankers, etc.

Full names

.....

Signature.....

.....

For and on behalf of M/s

In the capacity of

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

Suppliers' / Company's Official Rubber Stamp

.....