



# KenGen

KENYA ELECTRICITY GENERATING COMPANY PLC

RFx: 5000015544

KGN~OPS~009~2024

**TENDER FOR SUPPLY AND INSTALLATION OF OVERHEAD  
CRANE FOR CENTRAL MECHANICAL WORKSHOP**

*(Reserved for Youth Enterprises)*

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

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

June, 2024

## INVITATION TO TENDER

PROCURING ENTITY: KENYA ELECTRICITY GENERATING COMPANY PLC

CONTRACT NAME AND DESCRIPTION: TENDER FOR SUPPLY AND INSTALLATION OF OVERHEAD CRANE FOR CENTRAL MECHANICAL WORKSHOP.

KenGen invites sealed TENDER FOR SUPPLY AND INSTALLATION OF OVERHEAD CRANE FOR CENTRAL MECHANICAL WORKSHOP.

Tendering will be conducted under open competitive method to [Youth Enterprise] using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

Tendering is exclusive to firms registered under the AGPO group (*Youth*).

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 8am and 5pm starting at the date of advert at the office of:

General Manager, Supply Chain  
Tel: (254) (020) 3666000  
Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); cc. [erico@kengen.co.ke](mailto:erico@kengen.co.ke)

The document can be viewed and downloaded for free from the website [www.kengen.co.ke](http://www.kengen.co.ke) and/or on E-procurement <https://eprocurement.kengen.co.ke:50001/irj/portal>. Tenderers who download the tender document must forward their particulars immediately to ([tenders@kengen.co.ke](mailto:tenders@kengen.co.ke), 0711036000 and P.O.BOX 47936-00100 postal address) to facilitate any further clarification or addendum

Bidders who are unable to download the tender documents from the website may collect them from any KenGen Supply Chain Office upon payment of a non-refundable fee of KShs.1, 000.00 paid via Mpesa, pay bill no. 400200 and account no. 01120069076000, then share the MPesa message to KenGen Finance office staff for receipt and issuance of official receipt or through a banker's cheque and payable to the address given below.

Tender Security is **Not** Applicable. Bidders will be required to complete and sign the Tender Securing Declaration Form annexed to this tender document.

The Tenderer shall chronologically serialize all pages of the tender documents submitted.

Completed tenders must be submitted **online** on or before **4<sup>th</sup> July 2024 at 2.00 p.m.**

Electronic Tenders will be permitted *through our e-procurement platform found at [www.kengen.co.ke](http://www.kengen.co.ke) (<https://eprocurement.kengen.co.ke:50001/irj/portal> on or before; 4<sup>th</sup> July 2024 at 2.00 p.m.*

*Internet Explorer and Firefox Mozilla are the preferred web browsers.*

Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Late tenders will be rejected.

1.The addresses referred to above are:

a. Address for obtaining further information and for purchasing tender documents

Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
[tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) ;

b. Address for Opening of Tenders.

General Manager, Supply Chain  
Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
6<sup>th</sup> Floor

*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](mailto:kengen@tip-offs.com)
- 4) Website: [www.tip-offs.com](http://www.tip-offs.com)

**GENERAL MANAGER, SUPPLY CHAIN**

---

# **PART1: TENDERING PROCEDURES**

---

## SECTION I - INSTRUCTIONS TO TENDERERS

### A GENERAL PROVISIONS

#### 1.0 Scope of tender

1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.

1.2 Throughout this tendering document:

- a) The term “inwriting” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt.
- b) if the context so requires, “singular” means “plural” and vice versa.
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

#### 2.0 Fraud and corruption

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

2.3 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

2.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

#### 3.0 Eligible tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter in to such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business

for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 3.2** Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3** A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer.
  - b) Receives or has received any direct or indirect subsidy from another tenderer;
  - c) Has the same legal representative as another tenderer.
  - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.
  - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender.
  - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation.
  - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document.
  - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
    - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
    - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 3.4** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 3.5** A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture

for the purposes of the same Tender. A firm that is not a tenderer, or a JV member may participate as a subcontractor in more than one tender.

- 3.6** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 3.7** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- 3.8** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
  - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
  - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
  - (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity to determine if this condition is met shall be provided for this purpose in *“SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9”*.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website [www.nca.go.ke](http://www.nca.go.ke).
- 3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke).
- 3.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4.0 Eligible goods, equipment, and services**

- 4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

#### **5.0 Tenderer's responsibilities**

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be the tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.
- 5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

### **B. CONTENTS OF TENDER DOCUMENTS**

#### **6.0 Sections of Tender Document**

- 6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.



## **PART 1: Tendering Procedures**

Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)

Section III- Evaluation and Qualification Criteria Section IV – Tendering Forms

## **PART2: Works' Requirements**

Section V - Bills of Quantities Section VI - Specifications Section VII – Drawings

## **PART 3: Conditions of Contract and Contract Forms**

### **Section VIII - General Conditions (GCC)**

Section IX - Special Conditions of Contract

Section X- Contract

Forms

- 62** The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 63** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.
- 70 Clarification of Tender Document, Site Visit, Pre-tender Meeting**
- 7.1** A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 72** The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 73 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 74 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 75 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.
- 80 Amendment of Tender Documents**
- 81 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.
- 82 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.
- 83 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

## **C. PREPARATION OF TENDERS**

### **9. Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **10.0 Language of Tender**

The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### **11.0 Documents Comprising the Tender**

#### **11.1 The Tender shall comprise the following:**

- a) Form of Tender prepared in accordance with ITT 12;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
- d) Alternative Tender, if permissible, in accordance with ITT 13;

- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Conformity:** a technical proposal in accordance with ITT 16;
- h) Any other document required in the **TDS**.

**11.2** In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

## **12.0 Form of Tender and Schedules**

**12.1** The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

**12.2** The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

## **13. Alternative Tenders**

**13.1** Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

**13.2** When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

**13.3** Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

**13.4** When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

## **14.0 Tender Prices and Discounts**

**14.1** The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.

**14.2** The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately.

by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

- 14.3** The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.
- 14.4** The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.
- 14.5** It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except incases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 14.6** Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 14.7** All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.
- 15.0 Currencies of Tender and Payment**
- 15.1** The currency(ies) of the Tender and the currency(ies) of payments shall be the same.
- 15.2** Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.
- a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.
- b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.
- 15.3** Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

**16.0 Documents Comprising the Technical Proposal**

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender

Forms, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

#### **17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 17.1** Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.
- 17.2** In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 17.3** If a margin of preference applies as specified in accordance with ITT 33.1, national tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.
- 17.4** Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.5** The purpose of the information described in ITT 17.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.6** The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which in formation on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.7** All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.8** If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.9** If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside depending on the outcome of (iii),
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person has committed any criminal offence.

**17.10** If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **18.0 Period of Validity of Tenders**

**18.1.** Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

**18.2** In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## **19.0 Tender Security**

**19.1** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified** in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

**19.2** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
- (iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.

**19.3** If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

**19.4** If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing

Declaration shall be rejected by the Procuring Entity as non-responsive.

- 19.5** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 19.6** The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.
- 19.7** The Tender Security may be forfeited, or the Tender-Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
  - b) if the successful Tenderer fails to:
    - i) sign the Contract in accordance with ITT47; or
    - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.
- 19.8** Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 19.9** The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 19.10** A tenderer shall not issue a tender security to guarantee itself.
- 200 Format and Signing of Tender**
- 20.1** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the origin and the copies, the original shall prevail.
- 20.2** Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3** The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 20.4** In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5** Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed

by the person signing the Tender.

#### **D. SUBMISSION AND OPENING OF TENDERS**

##### **21.0 Sealing and Marking of Tenders**

**21.1** The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
  - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
  - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity,
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

**21.2** If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

##### **22.0 Deadline for Submission of Tenders**

**22.1** Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and times specified in the **TDS**. When so specified in the **TDS**, tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

**22.2** The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall there after be subject to the deadline as extended.

##### **23.0 Late Tenders**

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

##### **24.0 Withdrawal, Substitution, and Modification of Tenders**

**24.1** A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by



sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

**24.2** Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

**24.3** No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

## **25. Tender Opening**

**25.1** Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time, and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.

**25.2** First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

**25.3** Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

**25.4** Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

**25.5** Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

**25.6** Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

**25.7** At the Tender Opening, the Procuring Entity’s shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

**25.8** The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts;
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security, if new as required;
- e) number of pages of each tender document submitted.

259 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

#### **D. EVALUATION AND COMPARISON OF TENDERS**

##### **26. Confidentiality**

261 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.

262 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

263 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

##### **27.0 Clarification of Tenders**

27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.

27.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

##### **28.0 Deviations, Reservations, and Omissions**

28.1 During the evaluation of tenders, the following definitions apply: -

- a) "*Deviation*" is a departure from the requirements specified in the tender document;
- b) "*Reservation*" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) "*Omission*" is the failure to submit part or all of the information or documentation required in the Tender document.

## **29.0 Determination of Responsiveness**

**29.1** The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.

**29.2** A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

- a) Affecting any substantial way the scope, quality, or performance of the Works specified in the Contract;
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract;
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

**29.3** The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

**29.4** If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **30.0 Non-material Non-conformities**

**30.1** Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

**30.2** Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

**30.3** Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

## **31.0 Arithmetical Errors**

**31.1** 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.

**31.2** Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification tender non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the

substance of the tender and shall lead to disqualification of the tender as non-responsive. And if there is a discrepancy between words and figures, the amount in words shall prevail.

**31.3** Tenderers shall be notified of any error detected in their bid during the notification of award.

**32.0 Conversion to Single Currency**

For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the **TDS**.

**33.0 Margin of Preference and Reservations**

**33.1** A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

**33.2** A margin of preference shall not be allowed unless it is specified so in the **TDS**.

**33.3** Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

**33.4** Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

**34.0 Nominated Subcontractors**

**34.1** Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

**34.2** Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

**34.3** Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** a scan be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized by the Tenderer may be added to the qualifications of the Tenderer.

**35. Evaluation of Tenders**

**35.1** The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Lowest Evaluated Tender in accordance with ITT 40.

**35.2** To evaluate a Tender, the Procuring Entity shall consider the following:

- a) Price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and

contingencies, if any, but including Daywork items, where priced competitively;

- b) price adjustment due to discounts offered in accordance with ITT 14.4;
  - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
  - d) price adjustment due to quantifiable material non-conformities in accordance with ITT 30.3; and any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.
- 353 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 354 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

### **36.0 Comparison of tenders**

The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

### **37.0 Abnormally low tenders and abnormally high tenders**

#### **Abnormally Low Tenders**

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regard to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### **Abnormally high tenders**

- 37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money, or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

**37.6** If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **38.0 Unbalanced and/ or front-loaded tenders**

**38.1** If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

**38.2** After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) accept the Tender;
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price;
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;
- d) reject the Tender.

### **39.0 Qualifications of the tenderer**

**39.1** The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

**39.2** The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to IIT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

**39.3** An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

### **40.0 Lowest evaluated tender**

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the

Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

#### **41.0 Procuring entity's right to accept any tender, and to reject any or all tenders.**

The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. Incase of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

### **E. AWARD OF CONTRACT**

#### **42.0 Award criteria**

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

#### **43.0 Notice of Intention to Enter into a Contract/Notification of Award**

Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender.
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instruction son how to request a debriefing and/ or submit a complaint during the stand still period;

#### **44.0 Stand still Period**

**44.1** The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

**44.2** Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

#### **45.0 Debriefing by The Procuring Entity**

**45.1** On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

**45.2** Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall

bear its own costs of attending such a debriefing meeting.

#### **46.0 Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed with in the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **47.0 Signing of Contract**

**47.1** Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

**47.2** Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

**47.3** The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **48.0 Performance Security**

**48.1** Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

**48.2** Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

**48.3** Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

#### **49.0 Publication of Procurement Contract**

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration;
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as readout at Tender opening.



**50.0 Procurement related Complaints and Administrative Review**


50.1 The procedures for making Procurement-related Complaints are as specified in the TDS.

50.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II ~ TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>A. General</b>	
ITT 1.1	<p>The name of the contract is</p> <p><b>TENDER FOR SUPPLY AND INSTALLATION OF OVERHEAD CRANE FOR CENTRAL MECHANICAL WORKSHOP</b></p> <p>The reference number of the Contract is KGN-OPS-009-2024</p>
ITT 2.4	The Information made available on competing firms is as follows:
ITT 2.4	<p>The firms that provided consulting services for the contract being tendered for are:</p> <p>N/A</p>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>N/A</i>
<b>B. Contents of Tender Document</b>	
ITT 7.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p><b>General Manager, Supply Chain,</b> Kenya Electricity Generating Company PLC, Stima Plaza Phase III, Kolobot Road, Parklands, P.O. BOX 47936-00100, 9<sup>th</sup> Floor, RBS. NAIROBI.</p> <p>Email: <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a>; <a href="mailto:POnyango1@kengen.co.ke">POnyango1@kengen.co.ke</a> to reach the Procuring Entity not later than <b>7 Days before</b> the Tender closing date and Time</p>
ITT 7.2	<p><b>SITE VISIT:</b></p> <p><i>There shall be no site visit</i></p>
ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p><b>KENYA ELECTRICITY GENERATING COMPANY PLC</b> <b>General Manager, Supply Chain</b> Kenya Electricity Generating Company PLC Stima Plaza Phase III, Kolobot Road, Parklands P.O. BOX 47936-00100 Ground Floor</p>

Referen ce to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a>
C. Prepara tion of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>List of documentations to be submitted provided in SECTION III: EVALUATION CRITERIA</i>
ITT 13.1	Alternative Tenders SHALL NOT BE CONSIDERED
ITT 13.4	Alternative technical solutions SHALL NOT BE CONSIDERED
ITT 14.5	The prices quoted by the Tenderer shall be: FIXED
ITT 15.2 (a)	Foreign currency requirements <b>NOT ALLOWED.</b>
ITT 18.1	The Tender validity period shall be <b>126 days.</b>
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be <b>30 days.</b> (b) The Tender price shall be adjusted N/A
ITT 19.1	Tender shall provide a <b>Tender-Securing Declaration</b>
<b>D. Submission and Opening of Tenders</b>	
ITT 22.1	<b>Date and time for submission of Tenders</b> Date: 4 <sup>th</sup> July, 2024 Time: 2.00pm Method: <b>Electronically</b>
ITT 22.1	<b>Electronic –Procurement System</b> <i>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process via</i> <a href="http://www.kengen.co.ke">/www.kengen.co.ke</a> ( <a href="https://eprocurement.kengen.co.ke:50001/irj/portal/">https://eprocurement.kengen.co.ke:50001/irj/portal/</a> ) Internet Explorer and Firefox Mozilla are the Preferred web browsers. 1. For suppliers registering for the first time using the link <a href="https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD1lbiZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP">https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD1lbiZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP</a> ensure the “Public Tender” checkbox is ticked so that the login details are sent to suppliers automatically.  2. It is a mandatory requirement all Documents MUST be uploaded to the SRM System through the link <a href="https://eprocurement.kengen.co.ke:50001/irj/portal/">https://eprocurement.kengen.co.ke:50001/irj/portal/</a> found on <a href="http://www.kengen.co.ke">www.kengen.co.ke</a> .

Reference to ITC Clause

PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS



After clicking on the Event Number, then click on Register (for Open tenders), then click on 'Create Response', bidders to click on "Technical RFX Response" tab to access the cfolder page to upload your document

**Instructions to Bidders: Caution on Uploading Bid Documents**

- a. **Preferred Submission Method:** Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to **99MB per file**.
  - b. **Exceeding File Size Limit:** In the event that the bid response exceeds the **99MB limit**: -
    - i. Bidders should try to compress the pdf file first to file size less than 99MB and if compressing doesn't reduce the file size consider option (ii) below.
    - ii. **Split the documents into two or more** separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.
  - c. Bids uploaded on "Notes and Attachments Tab" may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.
  - d. **Assistance and Inquiries:** For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) ; or [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) ; or visit our offices through the Karibu Centre.
- Prices **MUST** be entered under item tab of the RFX and **MUST** be similar to the prices in the price/BoQ Schedule.



- Bidders should confirm on the supplier portal that the status of their RFX response shows "Submitted" and not "Saved" to ensure their RFX response is submitted.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status
6000000	Test Bid Invite to Bidders	Open Tendering	Published		22.09.2024	6000000	Saved
6000000	Test 4 in sus portal	Open Tendering	Published		18.02.2024	6000000	Submitted

- Bidders who have submitted their bids should not click on **WITHDRAW** but click on **EDIT** to amend their bid response with appropriate changes if they desire to do so.
- Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.



Bidders to note that system challenges/support related to bid submission issues shall be addressed to [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) 24hrs before tender closing date and time.

ITT 25.1

The Tender opening shall take place at:

**Kenya Electricity Generating Company PLC,  
6<sup>th</sup> Floor, KenGen Pension Plaza II,  
Kolobot Road, Parklands,  
P.O. Box 47936, 00100  
NAIROBI.**

Date and time: **4<sup>th</sup> July, 2024 at 2.30 p.m.**

Bidders can request for the tender opening minutes of the tender opening session through the following email address [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke)

Reference to ITC Clause

**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**

**D. Submission and Opening of Tenders**

For **Tender submission purposes** only, the Procuring Entity’s address is: Tender documents Must be submitted through our e-procurement platform found at [www.kengen.co.ke](http://www.kengen.co.ke) (<https://eprocurement.kengen.co.ke:50001/irj/portal>)

1. For suppliers registering for the first time using the link [https://supplierregistration.kengen.co.ke:4302/slc\\_selfreg\(bD11biZjPTMwMCZkPW1pbg=\)/bspwdapplication.do#VIEW\\_ANCHOR-ROS\\_TOP](https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD11biZjPTMwMCZkPW1pbg=)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP) ensure the “Public Tender” checkbox is **ticked** so that the login details are sent to suppliers automatically.



2. It is a mandatory requirement all Documents MUST be uploaded to the SRM System through the link <https://eprocurement.kengen.co.ke:50001/irj/portal> found on [www.kengen.co.ke](http://www.kengen.co.ke).



After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on “Technical RFX Response” tab to access the **cfolder page** to upload your document.

**Instructions to Bidders: Caution on Uploading Bid Documents**

- a. **Preferred Submission Method:** Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to **99MB per file**.
- b. **Exceeding File Size Limit:** In the event that the bid response exceeds the **99MB limit**: -
  - i. Bidders should try to compress the **pdf file first to file size less than 99MB** and if compressing doesn’t reduce the file size consider option (ii) below.
  - ii. **Split the documents into two or more** separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.
- c. Bids uploaded on “Notes and Attachments Tab” may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.
- d. **Assistance and Inquiries:** For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) ; or [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) ; or visit our offices through the Karibu Centre.

- Prices **MUST** be entered under item tab of the RFX and **MUST** be similar to the prices in the price/BoQ Schedule.



- Bidders should confirm on the supplier portal that the status of their RFX response shows “Submitted” and not “Saved” to ensure their RFX response is submitted.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status
600000****	Test Bid Invite ..... to Bidders	Open Tendering	Published		22.09.2023	600000****	Saved
600000****	Test 4 ..... in sus portal	Open Tendering	Published		16.02.2024	600000****	Submitted

- Bidders who have submitted their bids should not click on **WITHDRAW** but click on **EDIT** to amend their bid response with appropriate changes if they desire to do so.
- Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.

Bidders to note that **system challenge**:  submission issues shall be addressed to [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) 24hrs before tender closing date and time.

The deadline for Tender Online submission is:  
Date: **4<sup>th</sup> July, 2024**

ITT 25.1

Referen ce to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Time: <b>2.00 p.m.</b>
<b>E. Evaluation, and Comparison of Tenders</b>	
ITT 32.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS</p> <p>The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)</p> <p>The date for the exchange rate shall be: <b>the deadline date for Submission of the Tenders.</b></p> <p><i>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.</i></p> <p><i>In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</i></p>
ITT 33.4	<p><b>ELIGIBLE TENDERERS</b></p> <p>The Invitation for Tenders is reserved for enterprises owned by <b>YOUTH</b>, who meet qualification criteria pursuant to PPADA 2015 and other relevant Government of Kenya regulations</p>
ITT 35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
<b>F. AWARD</b>	
ITT 42.0	The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated and compliant Tender.
ITT 48.0	Performance security shall be at <b>1% of the Contract Price where the contract value is above five million shillings.</b>
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention:  .....  <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: .....  <i>[insert title/position]</i></p> <p>Procuring Entity: <b>KENYA ELECTRICITY GENERATING COMPANY PLC</b></p> <p>Email address: <a href="http://www.kengen.co.ke">www.kengen.co.ke</a>.</p>

<b>Referen ce to ITC Clause</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <ul style="list-style-type: none"> <li>(i) the terms of the Tender Documents; and</li> <li>(ii) the Procuring Entity’s decision to award the contract.</li> </ul>

## SECTION III ~ EVALUATION AND QUALIFICATION CRITERIA

### 10 GENERAL PROVISIONS

- 11 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.
- 12 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
  - Value of single contract - Exchange rate prevailing on the date of the contract signature.
- (a) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

### REGISTRATION AND BIDDING PROCESS

- For suppliers registering for the first time using the link [https://supplierregistration.kengen.co.ke:4302/slc\\_selfreg\(bD1lbiZjPTMwMCZkPW1pbg==\)/bspwdapplication.do#VIEW\\_ANCHOR-ROS\\_TOP](https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD1lbiZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP) ensure the “Public Tender” checkbox is ticked so that the login details are sent to suppliers automatically.



- It is a mandatory requirement all Documents MUST be uploaded to the SRM System through the link <https://eprocurement.kengen.co.ke:50001/irj/> portal found on [www.kengen.co.ke](http://www.kengen.co.ke).



- Prices **MUST** be entered under item tab of the RFX and **MUST** be similar to the prices in the price/BoQ Schedule.



After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on ‘Technical RFX Response’ tab to access the cfolder page to upload your document.

#### Instructions to Bidders: Caution on Uploading Bid Documents

- Preferred Submission Method:** Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to **99MB per file**.
- Exceeding File Size Limit:** In the event that the bid response exceeds the **99MB limit**: -

- Bidders should try to compress the **pdf file first to file size less than 99MB** and if compressing doesn't reduce the file size consider option (ii) below.
  - Split the documents into two or more** separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.
- c. Bids uploaded on “Notes and Attachments Tab” may have a transmission failure and the bid may not



be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.

**d. Assistance and Inquiries:** For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) ; or [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) ; or visit our offices through the Karibu Centre.

- Bidders should confirm on the supplier portal that the status of their RFX response shows “Submitted” and not “Saved” to ensure their RFX response is submitted.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status
6000000	Test Bid Invite to Bidders	Open Tendering	Published		22.09.2023	6000000	Saved
6000000	Test 4 in sus portal	Open Tendering	Published		15.02.2023	6000000	Submitted

- Bidders who have submitted their bids should not click on **WITHDRAW** but click on **EDIT** to amend their bid response with appropriate changes if they desire to do so.
- Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.



- Bidders to note that **system challenges/support** related to bid submission issues shall be addressed to [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) 24hrs before tender closing date and time.

### 13 EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that

- (i) meets the qualification criteria,
- (ii) has been determined to be substantially responsive to the Tender Documents,
- (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### 2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

#### Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

*[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]*

#### a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last for determinations made on projects executed within the last

FIVE (5) YEARS of Tender Opening Date. The required information shall be furnished in the appropriate form. **Nondisclosure** shall lead to disqualification.

**b) Pending Litigation**

Financial position and prospective long-term profit ability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form. **Nondisclosure** shall lead to disqualification.

**c) Litigation History**

All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified.

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last THREE (3) YEARS from the date of Tender Opening. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender. **Nondisclosure** shall lead to disqualification.

## STAGE 1: PRELIMINARY EVALUATION CRITERIA

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

NOS.	Requirements	TICK TO CONFIRM COMPLIANCE
MR-1	Valid and current copy of the business permit	
MR-2	Provide Certified Copy of Registration Certificate /Certificate of Incorporation	
MR-3	Provide Notarized specific Power of Attorney for person Authorised to transact in this Tender on behalf of the Tenderer. Note that the tender MUST been dully signed through by the person lawfully authorized to do so through the Power of Attorney. The PoA must be properly signed in accordance with the provided template. In case of multiple directors,the attorney and the issuer(s) MUST properly sign the PoA,any wrong signing will lead to rejection of the PoA. Sole proprietorships are exempted from this requirement only if the registered sole proprietor is the one signing all the tender documents.	
MR-4	Copy VALID Tax Compliance Certificate at the time of Tender closing day or a Tax Exemption from KRA	
MR-5	Copy of current registration with NATIONAL CONSTRUCTION AUTHORITY - NCA 5 FOR ELECTRICAL ENGINEERING SERVICES ( <i>Attach valid copies of Registration Certificates and Current Annual Practicing Licenses</i> )	
MR-6	Provide valid AGPO certificate – <b>YOUTH</b>	
MR-7	Copy of CR 12 issued within 6 months before tender closure date (Not Applicable to sole Proprietors)	
MR-8	Copies of IDs of all directors listed in the CR12 or for the Sole Proprietor	
MR-9	Duly filled and signed Tender Form {MUST be in Tenderer’s letter head}	
MR-10	Duly Filled and Signed Tender Securing Declaration Form	

MR-11	Duly filled, signed & stamped Tenderer's Eligibility Confidential Business Questionnaire form (FORM ELI – 2) {MUST be in Tenderer's letter head}	
MR-12	Dully filled and signed SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.	
MR-13	Dully filled and signed SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.	
MR-14	Duly filled and signed CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	
MR-15	Duly filled and signed DECLARATION AND COMMITMENT TO THE CODE OF ETHICS	
MR-16	Duly Filled and Signed Addendum(s)/Clarification(s) issued must be attached (Where Applicable)	
MR-17	The Tender MUST be submitted in the required format and serialized (paginated) on each page of the bid submitted, <b>Sec.74.1.i. of the PPADA, 2015.</b>	
MR-18	Tender documents Must be submitted through our e-procurement platform found at <a href="https://eprocurement.kengen.co.ke:50001/irj/portal">www.kengen.co.ke</a> ( <a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a> )	

**Note:**

*Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided); Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender*

## STAGE 2: TECHNICAL EVALUATION CRITERIA

Technical evaluation carried out only if the tender is determined to be responsive to the preliminary examination. Bidder must demonstrate conformance to the all the technical specifications. The following MUST be provided in the bid document: -

NOS	Requirements	TICK TO CONFIRM COMPLIANCE	Page Reference
TR-1	Provide Information on history on Non-Performing Contracts, <i>where applicable</i> ; (Duly filled, signed and Certified Form CON 2)		
TR-2	Provide Information on Litigation History of the Firm; and Current Litigations <i>where applicable</i> ; Duly filled, signed and Certified Form CON 2)		
TR-3	Provide brochure, from the crane manufacturer detailing all technical aspects of the crane to be supplied.		
TR-4	Compliance to ALL technical specifications as detailed in SECTION V (A)		
TR-5	Bidder provide Manufacturer's Authorization if not the crane manufacturer.		
TR-6	Bidder to attach certificate of compliance to CE(ECM) standards of manufacture of overhead cranes.		
TR-7	Bidder to provide a signed letter indicating that it shall facilitate and organize for a 7 day Factory Acceptance Test and Training on the crane at the Country of Manufacture of the crane. If successful, Bidder shall provide valid letters of invitation and an FAT program for the team. Bidder shall provide support for the team to acquire relevant travel documents including the necessary travel visa.		
TR-8	Provide details of technical personnel and their CVs to be provided in accordance with CV Template in this tender document; keen Reference to SECTION V (B).		
TR-9	Provide Works Methodology commensurate with key requirements of undertaking the works herein this tender. The methodology shall be specific to works proposed for execution under this tender document. Abstract and generic method statements shall be rejected.		
TR-10	Provide Program of Works, indicative of timelines to complete the project in accordance with Project Duration provided in this Tender.		
TR-11	The bidder shall demonstrate involvement in supply of two (2) No. Cranes in the past. (provide copies of LPOs ) bidder shall provide daytime telephone contacts of the Engineer involved in its supervision of such installation. Provide professional registration number and address		

NOS	Requirements	TICK CONFIRM COMPLIANCE	TO Page Reference
	of the Engineer that was in -charge of the works. Employer shall verify the information provided.		

**Note:**

*Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)*

### STAGE 3. FINANCIAL EVALUATION

The Tenderer **MUST** demonstrate that they have sufficient funding to implement the project. The Tenderer shall, therefore, demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of **60% of Tenderer's Tender** for the subject contract(s) net of the Tenderer's other commitments. The Tenderer is informed that interim payments **SHALL NOT** be a precondition for continued works unless where the valuation of works undertaken is **60% of Tenderer's Tender Price**, or more and the contractor is yet to receive any payments from the procuring entity.

Financial evaluation shall involve checking the completeness of financial bids. These are mandatory requirements and, not providing shall lead to disqualification of bid.

No	Requirements	TICK TO CONFIRM COMPLIANCE	Page Reference
FR 1	The Price Schedule shall be duly filled and completed in its entirety. Any prices omitted from any section or part of the price schedule shall lead to rejection of the bid. The Price Schedule shall be signed on every page by persons authorized to sign this tender.		
FR 2	Comparison of prices of compliant evaluated bidders. The Lowest evaluated and compliant bidder to be determined.		

**Note:**

*Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)*

#### STAGE 4. DUE DILIGENCE

Award of Contract shall be based on a Bidder who whose tender has been determined to be substantially responsive to the tendering documents and who has offered the **lowest evaluated tender price**, provided that such Bidder has been determined to be: -

- (a) eligible
- (b) Qualified

In addition: -

The Procuring Entity may determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria herein; this shall be done by determining the **AUTHENTICITY** and **TRUTHFULNESS** of all submitted documents.

The determination will take into account the Bidder's eligibility, financial, technical, and production capabilities. It will be based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to qualifying and eligibility criteria as set out in this tender, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Bidder's qualifications.

An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.



**QUALIFICATION FORM\***

*As applicable*

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January 2010	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January 2010	Form CON – 2	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
11	Financial Capabilities	<p>(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings.....  <i>[insert amount]</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last..... <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	Form FIN – 3.1, with attachments	
		Minimum average annual construction turnover of Kenya		

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
12	Average Annual Construction Turnover	Shillings ..... [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last ..... [insert of year] years, divided by..... [insert number of years] years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last..... [insert number of years] years, starting 1 <sup>st</sup> January..... [insert year].	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	A minimum number of [state the number] similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January ..... [insert year] and tender submission deadline i.e. ....(number) contracts, each of minimum value Kenya shillings..... equivalent.  [In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of	Form EXP 4.2(a)	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		<p><i>evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following:</p> <p><i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>		

## **SECTION IV - TENDERING DOCUMENTS**

### **TENDERING FORMS**

**FORM OF TENDER-SECURING DECLARATION**

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert complete*

*name of Purchaser]* I/We, the undersigned,

declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of .....*[Two years]* starting on .....*[Closing date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

.....

Capacity / title (director or partner or sole proprietor, etc.) .....

.....

Name:

.....

Duly authorized to sign the bid for and on behalf of: .....*[insert*

*complete name of Tenderer].*

Dated on ..... day of..... *[Insert date of*

*signing].*

Seal or stamp.

**1. FORM OF TENDER**  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

***INSTRUCTIONS TO TENDERERS***

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

**Date of this Tender submission:**.....*[insert date (as day, month and year) of Tender submission]*

**Tender Name and Identification:**.....*[insert identification]*

**Alternative No.:**.....*[insert identification No if this is a Tender for an alternative]*

**To:** ..... *[Insert complete name of Procuring Entity]*

Dear Sirs,

- 1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings [Amount in figures] Kenya Shillings [amount in words].

The above amount includes foreign currency amount (s) of *[state figure or a percentage and currency]* [figures] \_\_\_\_\_ [words] \_\_\_\_\_.

The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

- 2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
- 3. We agree to adhere by this tender until \_\_\_\_\_ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
- 4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
- 5. We, the undersigned, further declare that:
  - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;



- ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
- iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or

Option 2, in case of multiple lots:

- a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------


*(If none has been paid or is to be paid, indicate “none.”)*

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from *(specify website)* during the procurement process and the execution of any resulting contract.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
  - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

**Name of the Tenderer:** *\*[insert complete name of person signing the Tender]*

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** *\*\*[insert complete name of person duly authorized to sign the Tender]*

**Title of the person signing the Tender:** *[insert complete title of the person signing the Tender]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** [*insert date of signing*] day of [*insert month*], [*insert year*]

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

***Notes***

*\* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer*

*\*\* Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

FORM OF TENDER SECURITY~ [Option 1–Demand Bank Guarantee] **NOT APPLICABLE**

Beneficiary: \_\_\_\_\_

Request for Tenders No: \_\_\_\_\_

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

Guarantor: \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee] **NOT APPLICABLE**

TENDER GUARANTEE No.: \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Seal]

**FORMAT OF POWER OF ATTORNEY**

We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms ..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project/goods/works/services“ .....”, including signing and submission of all documents and providing information / responses to the Kenya Electricity Generating Company PLC, ("KenGen"), representing us in all matters before KenGen, and generally dealing with KenGen in all matters in connection with our Proposal for the said project/goods/works/services.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us

..... (Signature)(Name, Title and Address)

Accepted

..... (Signature)(Name, Title and Address of the Attorney)

**MANUFACTURER'S AUTHORIZATION FORM**  
*(MUST be on Letterhead of the Manufacturer)*

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 Supplier / Contractor*] 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.

---

[*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.

## **WARRANTY FORM**

*(To be provided by manufacturer of the equipment, in their format)*



## **QUALIFICATION FORMS**

## TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

### FORM ELI -1.1

#### Tenderer Information Form

Date:.....

ITT No. and title:.....

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration:
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: ..... Address:..... Telephone/Fax numbers: ..... E-mail address: .....
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: • Legal and financial autonomy • Operation under commercial law

1. Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors

**Sign: Contractor's Representative or Key Personnel:**

---

.....

.....  
[insert name]

.....

.....  
*Signature:*

*Date: (day month year):*

**FORM ELI -1.2**

**Tenderer's JV Information Form (to be completed for each member of Tenderer's JV)**

Date: .....

ITT No. and title: .....

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: ..... Address: ..... Telephone/Fax numbers: ..... E-mail address: .....
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5.
2. Included are the organizational chart and a list of Board of Directors.

**Sign: Contractor's Representative or Key Personnel:**

---

.....

.....  
[insert name]

.....

.....  
*Signature:*

*Date: (day month year):*

## FORM ELI - 2: CONFIDENTIAL BUSINESS QUESTIONNAIRE

*{To be filled in Tenderer's letter head}*

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.*

Tenderer is further reminded that it is an offence to give false information on this Form.

### Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.  Physical Address <i>{Postal Address; Location; City; Country Building; Floor; Door No.}</i> Name and email of contact person. Phone Number of cContact Person Email of Company Email of Contact Person	
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	

	ITEM	DESCRIPTION
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

(a) **Sole Proprietor**, provide the following details.

Name in full.....

Age.....

Nationality.....

Country of Origin.....

Citizenship.....

(b) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				
4				

(c) **Registered Company**, provide the following details.

i) Private or public Company

.....

ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (*Equivalent*)

.....

Issued Kenya Shillings (*Equivalent*)

.....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				
4				

(d) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			
4			

i. Conflict of interest disclosure



	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

---

*Name of Authorised Representative*

---

*Title or Designation*

---

*(Signature)*

---

*(Date)*

**FORM ELI -3 FOREIGN TENDERERS 40%RULE**

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT			
	PERCENTAGE OF CONTRACT PRICE			

**FORM CON – 2: HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages.....

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

- Contract non-performance did not occur since 1<sup>st</sup> January 2015 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.
- Contract(s) not performed since 1<sup>st</sup> January 2015 specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

\_\_\_\_\_

No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

**Sign: Contractor's Representative or Key Personnel:**

---

.....  
 .....  
*[insert name]*

.....  
 .....  
*Signature:* *Date: (day month year):*

**FORM CON-3: DECLARATION FORM – FAIR EMPLOYMENT LAW AND PRACTICES**

Date: \_\_\_\_\_

Tender No \_\_\_\_\_

Tender Name: \_\_\_\_\_

To: { *Employer Name* }

---

We \_\_\_\_\_ (*name and address of bidder*), declare the following:

1. Have not been involved in and will not be involved in violation of fair employment laws and practices.
2. THAT what is declared hereinabove is true to the best of my knowledge, information and belief

**Sign: Contractor’s Representative or Key Personnel:**

---

.....  
.....  
[insert name]

.....  
.....  
Signature: \_\_\_\_\_ Date: (day month year): \_\_\_\_\_

*(to be completed post award)*



**FORM EQU-1: EQUIPMENT**

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. **KEY EQUIPMENT REF. SECTION V (C): KEY EQUIPMENT REQUIREMENTS.**

*(A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer)*

<b>Item of equipment</b>		<b>Reg. No.</b>
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

*Omit the following information for equipment owned by the Tenderer.*

Details of Lessor	Name of Lessor	
	Address of owner	
	Telephone	Contact name and title
	Email	Telex / Fax
Lease / Rental / Manufacture Agreements <i>Provide Details of rental / lease / manufacture agreements specific to the project</i>		

*(Use additional sheets for EXTRA equipment)*

**FORM PER -1: ~ CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL SCHEDULE**

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. **Key Personnel Ref. SECTION V (B): KEY PERSONNEL REQUIREMENTS**

**Contractor' Representative and Key Personnel**

Name of Tenderer
------------------

Nos	Name of candidate:	Title of Position:
1		
2		
3		
4		
5		
6		
7		

Nos	Name of candidate:	Title of Position:
8		
9		
10		

*Detailed CV of the key personnel to be provided in Form PER-2*

**Sign: Contractor's Representative or Key Personnel:**

.....  
 .....  
 [insert name]

.....  
 .....  
 Signature: Date: (day month year):

{A separate Form to be filled for each of the other Key Personnel by the Tenderer}

**FORM PER - 2: RESUME AND DECLARATION - CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL.**

*{A separate CV Form to be filled for each of the other Key Personnel by the Tenderer}*

<b>Name of Tenderer</b>

Position [# 1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Phone No:
	Address:	E-mail:
	Professional Registrations:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
	Years of Experience	

***Summarize professional experience in reverse chronological order. Indicate technical and managerial experience relevant to the project.***

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>



**Declaration**

I, the undersigned .....  
*[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience. I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
<b>Commitment to duration of contract:</b>  <i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>	
<b>Time commitment:</b>  <i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>	

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation.
- (b) result in my disqualification from participating in the Tender.
- (c) result in my dismissal from the contract.

**Sign: Contractor's Key Personnel:**

.....

.....  
*[insert name]*

.....

.....  
*Signature:*

*Date: (day month year):*

**Countersignature of authorized representative of the Tenderer:**

.....

.....  
*[insert name]*

.....

.....  
*Signature:*

*Date: (day month year):*

*{A separate CV Form to be filled for each of the other Key Personnel by the Tenderer}*

**FORM FIN – 3.1: FINANCIAL SITUATION AND PERFORMANCE**

Tenderer’s Name: .....

Date: .....

JV Member’s Name.....

ITT No. and title: .....

**5.4.1 Financial documents**

The Tenderer and its parties shall provide copies of financial statements for 3 YEARS PRIOR TO TENDER CLOSING DATE pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>1</sup> for the 3 YEARS PRIOR TO TENDER CLOSING DATE required above; and complying with the requirements.

**NOTE 1:**

All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative. The practicing Auditor shall be responsible for determining the financial aspects in table below and certify them.

**NOTE 2:**

The Auditor’s practicing membership number from ICPAK must be indicated and a valid and certified practicing license shall be attached with this bid.

**5.4.2. Financial Data**

Type of Financial information in _____ (currency)	Historic information for previous 3 YEARS				
	(Amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					

<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					
Financial Ratios					
Current Ratio 1:1					
Debt to Equity Ratio of less than 2.33 times					
Operating Cash Flow Ratio					
At least one year out of the recent Three years of positive Profit before Tax					
Positive net worth in their audited balance sheet					

\*Refer to ITT 15 for the exchange rate

**Sign: Contractor's Representative or Key Personnel:**

.....



.....  
[insert name]

.....  
Signature: \_\_\_\_\_ Date: (day month year): \_\_\_\_\_

**Countersign and Stamp: Contractor's Financial Auditor**

---

.....  
[insert name]

.....  
Signature: \_\_\_\_\_ Date: (day month year): \_\_\_\_\_

**REQUIRMENT:**

- a) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.
- b) The practicing Auditor shall be responsible for determining the financial data and certify them.
- c) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.

**FORM FIN – 3.2: AVERAGE ANNUAL CONSTRUCTION TURNOVER**

Tenderer's Name: .....

Date: .....

JV Member's Name.....

ITT No. and title: .....

The Contractor shall be required to demonstrate an annual construction turnover of **KES. 15,000,000** and above. This section to be filled by the Contractor's Financial Auditor.

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
1			
2			
3			
4			
5			
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

**Sign: Contractor's Representative or Key Personnel:**

.....  
 .....  
 [insert name]

.....  
 Signature: Date: (day month year):

**Countersign and Stamp: Contractor's Financial Auditor**

.....

.....  
[insert name]

.....  
Signature:

**REQUIRMENT:**

- d) *All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.*
- e) *The practicing Auditor shall be responsible for determining the financial data and certify them.*
- f) *The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

**FORM FIN – 3.3: FINANCIAL RESOURCES**

The Tenderer **MUST** demonstrate that they have sufficient funding to implement the project. The Tenderer shall, therefore, demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of **60% of Tenderer’s Tender** for the subject contract(s) net of the Tenderer's other commitments. The Tenderer is informed that interim payments **SHALL NOT** be a precondition for continued works unless where the valuation of works undertaken is **60% of Tenderer’s Tender Price**, or more and the contractor is yet to receive any payments from the procuring entity.

The Contractor is therefore required to specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		
4		
5		

**Sign: Contractor’s Representative or Key Personnel:**

.....

.....  
[insert name]

.....

Signature: \_\_\_\_\_ Date: (day month year): \_\_\_\_\_

**Sign: Contractor’s Financial Auditor**

.....

.....  
[insert name]

.....

Signature: \_\_\_\_\_

**REQUIRMENT:**

- g) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.*
- h) The practicing Auditor shall be responsible for determining the financial data and certify them.*
- i) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

**FORM FIN – 3.4: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<p><b>Current Contract Commitments</b></p>
--

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

**Sign: Contractor's Representative or Key Personnel:**

---

.....

.....

[insert name]

.....

.....  
Signature:

Date: (day month year):

**Countersign and Stamp: Contractor's Financial Auditor**

---

.....  
.....  
[insert name]

.....  
.....  
Signature:

**REQUIRMENT:**

- a) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.
- b) The practicing Auditor shall be responsible for determining the financial data and certify them.
- c) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.

**FORM EXP - 4.: GENERAL CONSTRUCTION EXPERIENCE**

Tenderer's Name: .....

Date: .....

JV Member's Name.....

ITT No. and title: .....

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		<p>.....  <i>Contract name:</i></p> <p>.....  <i>Brief Description of the Works performed by the Tenderer</i></p> <p>.....  <i>Location of the Works</i></p> <p>.....  <i>Amount of contract:</i></p> <p>.....  <i>Name of Procuring Entity:</i></p> <p>.....  <i>Physical Address:</i></p> <p>.....  <i>Phone Number</i></p> <p>.....  <i>Email Address:</i></p>	

**Sign: Contractor's Representative or Key Personnel:**

.....  
 .....  
 [insert name]

.....  
 .....  
 Signature: Date: (day month year):

*Add additional Sheets for more General Construction Experience information*



**FORM EXP - 4.2 (A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE**

Tenderer's Name: .....

Date: .....

JV Member's Name.....

ITT No. and title: .....

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			<b>Kenya Shilling</b>	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

**Sign: Contractor's Representative or Key Personnel:**

.....  
 .....  
*[insert name]*

.....  
 .....  
*Signature:* *Date: (day month year):*

*Add additional Sheets for more General Construction Experience information*

**FORM EXP - 4.2 (A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE**

Tenderer's Name: .....

Date: .....

JV Member's Name.....

ITT No. and title: .....

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			<b>Kenya Shilling</b>	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

**Sign: Contractor's Representative or Key Personnel:**

.....  
 .....  
 [insert name]

.....  
 Signature: Date: (day month year):

*Add additional Sheets for more General Construction Experience information*

**FORM EXP - 4.2 (A) (CONT.): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE (CONT.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

**Sign: Contractor’s Representative or Key Personnel:**

---

.....  
 .....  
 [insert name]

.....  
 .....  
 Signature: Date: (day month year):

*Add additional Sheets for more General Construction Experience information*

**FORM EXP - 4.2(B): CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES**

Tenderer's Name: .....

Date: .....

Tenderer's JV Member Name: .....

Sub-contractor's Name<sup>2</sup> (as per ITT 34): .....

ITT No. and title: .....

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One:

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member JV <input type="checkbox"/>	in Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shillings
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (iii)	
Year 1				
Year 2				
Year 3				

<sup>2</sup> If applicable

	Information		
Year 4			
Procuring Entity's Name:			
Address:			
Telephone/fax number			
E-mail:			

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

**Sign: Contractor's Representative or Key Personnel:**

.....  
 .....  
 [insert name]

.....  
 .....  
 Signature: Date: (day month year):

*Add additional Sheets for more General Construction Experience information*

**SELF- DECLARATION FORMS**



**FORM SD1: SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box.....  
being a resident of..... in the Republic of ..... do  
hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Direct or of  
..... (*insert name of the Company*) who is a Bidder in  
respect of **Tender No.**  
..... for ..... (*insert tender title/description*) for  
..... (*insert name of the Procuring entity*) and duly authorized and competent  
to make this statement.
2. THAT the a foresaid Bidder, its Directors and subcontractors have not been debarred from  
participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information, and  
belief.

.....  
(Title) (Signature) (Date)

*Bidder Official Stamp*

**FORM SD2: SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P.O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**..... for..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT therefore said Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

**Bidder's Official Stamp**

**FORM SD3: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I ..... (person) on behalf of *(Name of the Business/ Company/Firm)* ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

\_\_\_\_\_  
*Name of Authorized signatory*

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Position.*

\_\_\_\_\_  
*Office address*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*E-mail*

\_\_\_\_\_  
*Name of the Firm/Company*

\_\_\_\_\_  
*Date.*

\_\_\_\_\_  
*(Company Seal/ Rubber Stamp where applicable)*

**Witness**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Date*

**FORM SD4 - CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the..... *[Name of Procuring Entity]* for..... *[Name and number of tender]* in response to the request for tenders made by: ..... *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of .....  
*[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that *[check one of the following, as applicable]*:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with

any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

---

*Name of Authorised Representative*

---

*Title or Designation*

---

*(Signature)*

---

*(Date)*

## **APPENDIX 1 - FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### **2. Requirements**

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
  - 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;
  - 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
  - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable.
  - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
  - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
    - a) Shall not take part in the procurement proceedings;
    - b) shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and

- c) shall not be a subcontract or for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
  - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
  - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated, and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
3. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
  - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
    - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
    - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    - iv) "obstructive practice" is:
      - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
  - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
 

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices

amongst tenderers 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.

- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- 
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.



**APPENDIX TO TENDER**

**Schedule of Currency requirements**

Summary of currencies of the **TENDER FOR SUPPLY AND INSTALLATION OF OVERHEAD CRANE FOR CENTRAL MECHANICAL WORKSHOP**

.....  
*[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency:	KENYA SHILLINGS
Foreign currency #1:	UNITED STATES DOLLARS
Foreign currency #2:	EURO
Foreign currency #3:	STERLING POUND
Provisional sums expressed in local currency	KENYA SHILLINGS

---

## **PART II - WORKS REQUIREMENTS**

---

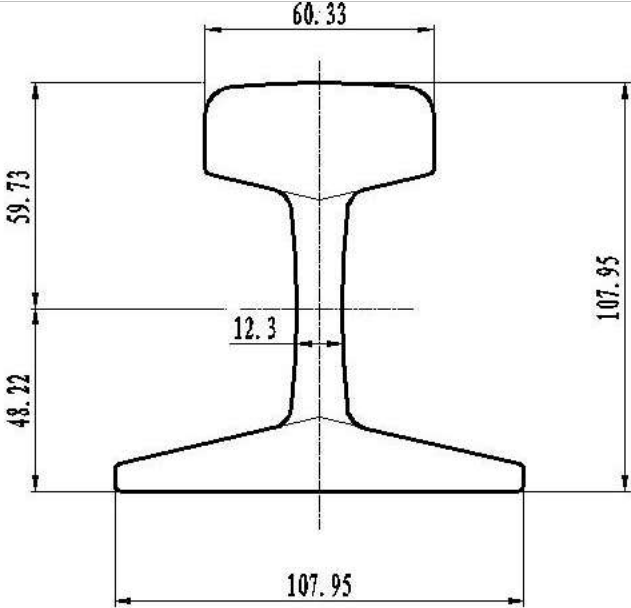
## **SECTION V: WORKS REQUIREMENTS**

## SECTION V (A) - TECHNICAL SPECIFICATIONS

<b>5.01</b>	<b>SCOPE OF WORKS</b>	<p>The Project entails:</p> <ol style="list-style-type: none"> <li>Supply and Installation of overhead crane with detailed scope of works provided in accordance with the BOQ.</li> </ol>
-------------	-----------------------	---

### SPECIFICATIONS: GENERAL

No	Item Description	Specification
1	<b>Girder</b>	Double
2	<b>Control Panel</b>	Remote controlled
3	<b>Main power supply</b>	415v/50hz/3p
4	<b>Lifting mechanism</b>	Electric hoist trolley
5	<b>Span</b>	15m
6	<b>Lifting height under hook</b>	6m
7	<b>Working temperature</b>	-10 <sup>0</sup> c – 40 °c
8	<b>Trolley track gauge</b>	2.5m
9		travel speed along the rails 2-20m/min (inverter control)
10	<b>speeds</b>	Cross travel speed 2-20m/min
11		Main Lifting speed 0.6/2.6/min (dual speed)
12	<b>Motor</b>	Long travelling power 4x1.5kw
13		Cross travelling power 2 x 1.5 kw
14		Main Lifting Power. 5/20 kw
15	<b>Motor Protection class</b>	IP 65
16	<b>Paint</b>	3 layers ,105micron thickness
17	<b>Crane wheels No.</b>	8
18	<b>Max wheel load</b>	136.6kn
19	<b>Dead weight</b>	Less than 17T
20	<b>Insulation class</b>	F
21	<b>Other safety protection system</b>	Anti-collision system; Overload protection system; Lifting limit protection system; Traveling limit protection system; Ground protection system; Emergency stop protection system; Polyurethane buffer system;
22	<b>Electric hoist trolley</b>	High performance European standard low headroom wire rope hoist with electric trolley variable-frequency speed control system working class M5
23	<b>Girder and end carriages</b>	Carbon Structural steel material

24	Wire rope	Rope structure 6×36SW, steel core.
25	Hook	Rotating forged type with safety latch
26	wheels	Low Noise
27	Remote control	Dustproof, waterproof and corrosion-proof
29	Crane rail measurements	 <p>The diagram shows a cross-section of a crane rail with the following dimensions:</p> <ul style="list-style-type: none"> <li>Top flange width: 60.33</li> <li>Top flange height: 59.73</li> <li>Web thickness: 12.3</li> <li>Bottom flange height: 48.22</li> <li>Total height: 107.95</li> <li>Bottom flange width: 107.95</li> </ul>

## SECTION V (B): KEY PERSONNEL REQUIREMENTS.

The bidder to take note of this section and **MUST** submit **ALL** requisite documents for evaluation purposes:

- a. Summary list of Key Staff (Duly Filled FORM PER-1)
- b. Resume and Declaration of Contractor's Key Personnel, (Duly Filled and Signed FORM PER-2) *(Do not attach alternative Resumes / Curriculum Vitae other than what been provided herein)*
- c. A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid (Duly Filled and Signed FORM PER-2)
- d. Provide Copies of academic certificates
- e. Provide Copies of valid & Certified professional certificates / licenses

Technical Staffing Requirement is provided as below: -

- a) **Registered professional Electrical Engineer** with a minimum of **4** years specific experience in **Electrical Engineering Designs**, with a **minimum of** Bachelor of Science in Electrical Engineering, from a recognized institution. The Registered professional to provide current practicing certificate from the registration body in Kenya (EBK)
- b) **Registered professional Mechanical Engineer** with a minimum of **4** years specific experience in **Mechanical Engineering Designs**, with a **minimum of** Bachelor of Science in Mechanical Engineering from a recognized institution. The Registered professional to provide current practicing certificate from the registration body in Kenya (EBK)
- c) **Electrical Technician** - with a **minimum of** an Ordinary Diploma in applicable Trade from a recognized institution with a minimum of **2** specific years' experience in Electrical Installations. The Technician must be a Licensed Electrician with EPRA (Energy and Petroleum Regulatory Authority); Class C1 or higher; **MUST** provide copy of EPRA practicing license.

***Requirement: - Duly filled FORM PER-1 and FORM PER-2 for each key personnel.***

### **Note:**

*Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)*

## SECTION V (C2): EMPLOYER'S COMMUNICATION REQUIREMENTS.

The Contractor shall also include in its pricing the cost of providing the following for the Employer's staff

1. Four (4) No. new Laptop computers with the following specifications

### System on Chip

8-core CPU with 4 performance cores and 4 efficiency cores

8-core GPU

16-core Neural Engine

Memory.....16GB

Storage.....2TB

### Display

13.3 -inch (diagonal) LED-backlit display with IPS technology

Retina display

2560 by 1600 pixels

500 nits brightness

Wide color (P3)

True Tone technology

### Size and Weight

Height 0.61 inch (1.56 cm)

Width 11.97 inches (30.41 cm)

Depth 8.36 inches (21.24 cm)

Weight 3.0 pounds (1.4 kg)

### Camera

720p FaceTime HD camera

### Audio

Stereo speakers with high dynamic range

Wide stereo sound

Studio-quality three-mic array with high signal-to-noise ratio and directional beamforming

3.5 mm headphone jack

### Keyboard and Trackpad

Backlit Magic Keyboard with:

65 (U.K) or 66 (ISO) keys including 4 arrow keys in an inverted-T arrangement

### Touch Bar

Touch ID sensor

Ambient light sensor

Force Touch trackpad for precise cursor control and pressure-sensing capabilities; enables

Force clicks, accelerators, pressure-sensitive drawing, and Multi-Touch gestures

### Wireless

802.11ax Wi-Fi 6

Bluetooth 5.0 wireless technology

### Ports

Two Thunderbolt / USB 4 ports

### Secure Authentication

Touch Bar and Touch ID sensor

### Power and Battery

Up to 17 hours wireless web

Integrated 58.2-watt-hour lithium-polymer battery

61W USB-C Power Adapter

### Operating System

Mac OS – Big Sur

Each of the three Laptop computers is to be provided with, two terabyte external hard discs and a leather carrier back pack).

The computers to be fitted with a licensed operating system and a licenced version of Ms office, Ms project.



**SECTION V (D): PROGRAMME OF WORKS AND METHODOLOGY**

Contractor to provide.

## SECTION V (E): PREAMBLE BILLS OF QUANTITIES

1.	Detail	Description
2.	Local Legislation	The Bidder's attention is drawn to the requirement of <b>THE FACTORIES (BUILDING OPERATIONS AND WORKS OF ENGINEERING CONSTRUCTION) RULES, 1978, CAP 514, of the Laws of Kenya</b> (and as amended from time to time), which are to be strictly complied with at all times.
3.	Complementary Documents	The attention of the Contractor is explicitly directed to the <b>Conditions of Contract, Technical Specifications, Scope and Description of Works and Tender Drawings</b> that are to be read in conjunction with the Bills of Quantities and its Preamble.
4.	BOQ Quantities	The quantities given in the Bills of Quantities are <b><u>estimated and provisional</u></b> and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Client and valued at the rates and prices tender in the priced Bills of Quantities, where applicable, and otherwise at such rates and prices as the Client may fix within the terms of the Contract.
5.	Sufficiency of the BOQ	The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6.	NCA	The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to oversee the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6th June 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.
7.	Bidder's Obligations	<p>a) The Bidder shall treat the contents of these documents as private and confidential. <b>The Bidder shall acknowledge receipt of the Tender Documents.</b></p> <p>b) The copyright of these Bills of Quantities is vested in the Employer and no part thereof may be reproduced without their express written permission.</p> <p>c) The Bidder shall neither insert additional items in to the Bill of Quantities nor make any alterations to the item descriptions and quantities, unless where expressly authorized.</p> <p>d) The Bidder shall not alter or otherwise qualify the text of this Tender Document / BOQ. Any unauthorized alternations or qualifications shall be ignored and the text of the documents as</p>

1.	Detail	Description
		<p>printed will be adhered to. Any comments which the Bidder desires to make shall not be placed in the annexed documents, but shall take the form of a separate statement in English language as briefly as possible and giving reference to page, clause or item number of the tender documents</p> <p>e) The Bidder shall be presumed to have made allowance in his prices generally to cover items of preliminaries or additions to prime cost sums or other items if these have not been priced against the respective items.</p> <p>f) All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work shall be broken down during execution to show prices of each item before they will be accepted. Lump sums to cover items of preliminaries shall likewise be broken down if so required.</p>
8.	<b>RATES AND PRICES</b>	
9.	<b>Rates and Sums</b>	<p>The rates and sums entered by the contractor against all items in the Bill of Quantities shall bear a proper relationship to the cost of carrying out the work described in the Contract. All costs and similar charges that are applicable to the Contract as a whole shall be spread over all items in the Bill of Quantities whilst those that are applicable only to particular sections of the Contract shall only to be spread over the relevant items in particular sections.</p>
10.		<p>The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, levies, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.</p>
11.		<p>General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices against each item in the priced Bills of Quantities.</p>
12.	<b>Taxes and Duties</b>	<p>The contractor shall include all local taxes except VAT for the materials and services to be procured locally in his unit rate for various item of works included in the Bill of Quantities. The unit rate for materials, goods and equipment to be imported from overseas shall INCLUDE import duties such as custom duties, cess, excise duty, Withholding Tax, etc.</p> <p>The Employer is not responsible to pay any VAT or custom duty for any imported items to be incorporated in the permanent works.</p>

1.	Detail	Description
13.	<b>Value Added Tax</b>	<p>As set out in the “Instruction to Bidders”, VAT payable to the Government of Kenya shall be calculated separately and the total VAT amount shall be inserted in the space provided in the Summary Page of the Bills of Quantities.</p> <p>VAT shall not be included in the unit rate for various items of work. However, the total VAT component be carried over to the <b><u>Form of Tender.</u></b></p> <p>The applicable rate for VAT in the BOQ items for civil engineering works set by Government Kenya and the contractor shall authenticate this rate and include in the Summary Bill of Quantities.</p>
14.	<b>Withholding Tax</b>	The contractor shall allow for <b><u>withholding tax</u></b> in the build-up of unit rates,
15.	<b>Provisional Sum and Contingency</b>	Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Employer
16.	<b>Provisional Quantity</b>	<p>Certain items in the Bill of Quantities are designated as “Provisional Quantity” in the description column to indicate that the quantities for the work covered by such items are the best possible estimates that can be made in advance of the execution of the work or that the provision of such facilities as are described in the items may not in the event be required under the contract.</p> <p>All items so designated shall be used only at the direction and discretion of the Employer’s Representative and if not used either wholly or in part shall, as to the amount not used, be deducted from the Contract Price.</p>
17.	<b>Provisional Item</b>	<p>Any item that is designated as “Provisional Item” in the description column of the Bill of Quantity is to indicate that the provision of such facilities of work is uncertain at the time of document preparation.</p> <p>The unit rate if any quoted by the contractor shall be applicable for the amount of work executed under such items.</p> <p>All items so designated shall be used only at the direction and discretion of the Employer’s Representative and if not used either wholly or in part shall, as to the amount not used, be deducted from the Contract Price.</p>
18.	<b>Lump Sum</b>	Certain items in the Bill of Quantities are designated as “Lump Sum (LS)” in the unit column to indicate that the payment will be effected as a sum on satisfactory completion of that particular work.

1.	Detail	Description
		<p>Lump sum items stipulated in Bill of Quantities that are related to a specific work shall be paid on the basis of the proportion of actual work done to the total work of that specific item as assessed by the Employer's Representative.</p> <p>Items with quantities and units shall be paid against number of units used and/or incorporated in the works.</p>
19.	<b>Additional Work</b>	The relevant Clauses of this Preamble shall be deemed to apply equally to any work subsequently ordered for execution by the Contractor either under Provisional Sum or Variation Orders, except where specifically varied therein.
20.	<b>Works Requirements</b>	
21.	<b>Site Conditions and Visit</b>	<p>Notwithstanding the fact that surveys have been made, each Bidder must make local and independent examination and inquiries as to the physical conditions prevailing at the Site and each Bidder shall obtain his own information regarding all matters and things that may in any way influence him in making a tender and fixing the prices to be inserted in these documents.</p> <p>Each Bidder shall satisfy himself as to the risks, obligations and responsibilities to be undertaken in the Contract to be entered into by him should his tender be accepted.</p> <p>The costs and charges incurred by the Bidder in connection with the above-mentioned visit to the Site shall be borne by the Bidder.</p>
22.	<b>Method of Measurement</b>	<p>The Bills of Quantities have been prepared in accordance with the general principles of the 2<sup>nd</sup> Ed. Method of Measurement of Building Works for East Africa, Chapter of Quantity Surveyors, and applies equally to the Measurement of proposed works and of variations.</p> <p>The Works as executed shall be measured for payment in accordance with the method adopted in the Bills of Quantities and under the item as therein set forth.</p> <p><b>The Contractor shall be responsible for furnishing the Employer's Representative with exact quantities of Works and/or materials he has executed per day or per specific work. The Employer's Representative shall verify these works and approve.</b></p> <p>The contractor's rate shall include for the complete execution of the works as depicted on drawings and as specified in Technical Specifications.</p>

1.	Detail	Description
		<p>The net measurement or weight of the finished work in place shall always be taken and except where otherwise stated or where separate items are provided, no allowance shall be made for cutting, waste, laps, circular work, etc. and no deductions shall be made for grout nicks, joggle holes, rounded arises or for linkages for fitting ironwork and the like.</p> <p>Payment shall be effected only for those materials that are incorporated in the permanent works and taken over the stocks as stipulated in the specifications to the approval of the Employer's Representative.</p> <p>Any surplus materials delivered to the site shall become the property of the Contractor unless otherwise directed by the Employer's Representative and the Contractor shall reimburse any money that was paid by the Employer on account of these materials.</p> <p>Unless specific items have been provided for in the Bill of Quantities, no separate measurement shall be made in respect of items whether specified or not requiring mortar/sealant, assembling, building in or fixing to concrete, block-works, metal work or timber, painting and protective treatment, welding, drilling, bolting inclusive of bolts, nuts and washers, screws, nails and plugs, jointing and joint materials, box out and filling thereof, grouting, packing, bedding, insulation between different metals, making good, conduits and fittings, cutting, waste, labour materials and all incidental work to the items concerned and their surroundings.</p>
23.	<b>Protection of Completed Work and Clearing upon Completion</b>	<p>The Contractor shall allow in his rates for protecting completed work from subsequent operations, making good of all damage to completed work, clearing away all rubbish as it accumulates and leaving the site in a tidy condition to the satisfaction of the Employer's Representative.</p>
24.	<b>Extent of Works</b>	<p>Notwithstanding any limits that may be implied by the wording of the individual items and /or explanation provided in this preamble, it is to be clearly understood by the contractor that the rates and sums that are entered in the Bills of Quantities shall be for the work <b><u>FINISHED WORKS COMPLETE</u></b> in every respect, without compromise or otherwise.</p> <p>The bidder shall be deemed to have taken full account of all requirements and obligations whether expressed or implied, covered by all parts of this Tender and to have priced the items herein accordingly.</p> <p>The <b><u>rates and sum shall therefore be included for all incidental and contingent expenses and risks</u></b> of every kind necessary to construct, protect the works (including curing of all concrete works</p>

1.	Detail	Description
		<p>etc. and protection from accidental damage) complete works and maintain the whole of works in accordance with the Contract.</p> <p>Full allowance shall be made in the rates and/or sums inter-alias that are referred to and/or specified herein.</p> <ul style="list-style-type: none"> <li>• Compliance with all Local Authority / County / Country regulations</li> <li>• Paying fees and giving notice to authorities, public etc.</li> <li>• Payment of all patent rights and royalties</li> <li>• Safety precautions and all measures to prevent and suppress fire and other hazards during implementation</li> <li>• Reinstatement of the site on completion of works to the satisfaction of the Employer's Representative</li> <li>• Maintenance of access to the existing roads in a motor-able status and waterways during the period of construction</li> <li>• Cost of design based on tender drawings, preparation of working drawings and related data for materials, steel works, electrical works, mechanical works, pipe works and equipment all ancillary parts, minor fittings, bolts, nuts, gaskets, washers, fixing, etc., joining materials, protective coatings and sleeving's and other relevant items not specifically listed but necessary for proper installation of the materials, pipe works and equipment (applicable to materials supplied by the contractor)</li> <li>• site investigations that may be necessary for proper and complete execution</li> <li>• all setting out and survey works</li> <li>• Provision of temporary services such as water supply, electricity, fencing, watching, lighting; etc.</li> <li>• Interference to the works by persons, vehicles, vessels and the like using the existing land and water facilities</li> <li>• works in connection with the protection and safety of adjacent structures</li> </ul>

1.	Detail	Description
		<ul style="list-style-type: none"> <li>• supplying, maintaining and removing on completion contractor's own accommodation, offices, stores, workshops, transport, welfare services and all charge in connection therewith unless otherwise directed by the Employer's Representative</li> <li>• working in dry conditions including dewatering if required except where otherwise permitted by the specification maintaining public roads and footpaths, and maintaining access upon existing roads or recognized routes</li> <li>• Supply, inspection, sampling and testing of materials and of the Works under construction including the provision and use of equipment.</li> <li>• except where separate items are provided for bringing plant to the site and removing on completion, for providing transporting to site, setting to work operating (including all fuel and consumable stores), maintaining and removing from the site upon completion all construction plant and equipment necessary for the execution of the work including the cost of all tests and other requirements in respect to such plant and equipment</li> <li>• recruitment, bringing to and repatriate from the site, accommodating and feeding and all other incidental costs and expenses involved in the provision of all necessary skilled and unskilled labour and supervision</li> <li>• Supporting faces of excavation temporary or permanent shoring, shuttering and scaffolding etc.</li> <li>• costs of packing, protection, storage, insurance and related documentation for shipment to Kenya for materials, pipes, fittings, equipment, etc. cost of unloading at port, road transport to site, offloading, stacking and storage in suitable sheds, double handling as needed at site for materials, pipes, fittings, equipment, etc.</li> </ul> <p>No claim shall be considered for further payment in respect of any work or method of execution, which may be described in the Contract or is inherent in the construction of the work and detailed on the drawings on account of;</p> <ul style="list-style-type: none"> <li>✓ items that have been omitted from the Bill of Quantities, but depicted on the drawings</li> </ul>



1.	Detail	Description
		<ul style="list-style-type: none"> <li>✓ any omission from the wording of the items or from a clause in the Preamble or</li> <li>✓ no mention of such work or method of execution having been in the Preamble Items against which no rates or sum is entered by the contractor whether quantities are stated or not shall not be paid for when executed, but will be regarded as covered by other rates in the Bill of Quantities.</li> </ul> <p>The contractor shall be deemed to have taken into account all of the following in his tender prices and his construction programmes.</p> <ul style="list-style-type: none"> <li>• all recognized holidays, festivals, religious and other local customs</li> <li>• any stoppage of work or delays due to adverse weather conditions</li> </ul>
<b>25.</b>	<b>MISCELLANEOUS WORKS</b>	
<b>26.</b>	<b>Access Facilities</b>	<p>The Main Contractor shall provide adequate access facilities to various sites within the project area to facilitate construction activities at no extra cost to the Employer.</p> <p>These new facilities provided by the Contractor shall be extended to other contractors/sub-contractors executing works for the project or other agencies.</p>
<b>27.</b>	<b>Existing Services and Structures</b>	<p>The Contractor's attention is specifically drawn to connections to and protecting of existing services and installations.</p> <p>The Contractor shall be deemed to have included in his tender rates and prices adequate provision to comply with all such requirements where applicable.</p>
<b>28.</b>	<b>Painting &amp; Protective Coatings</b>	<p>The rate for painting and protective coatings whether measured separately or included in other items are to include for all temporary staging ladders and the like, covering the adjacent works to prevent splashing providing adequate protection to the work being painted or coated against dust, spray and other foreign matter, for all preparation and priming, carrying out the work in materials and colours to the requirements of the Employer's Representative, curling in edges, washing off stains, and leaving the whole of the work perfect on completion.</p>

1.	Detail	Description
		The rates for painting are to allow the applying of the final coat of paint immediately prior to handing over any section of the work.
29.	<b>Amendments to Designs</b>	Where amendments are required to the civil designs due to prevailing ground conditions, the amended designs shall be produced by the Contractor and approved by the Employers' Employer's Representative.  No extra payment shall be made for this work to the Contractor.
30.	<b>Units of Bill of Quantities</b>	All sizes and quantities provided in the Bill of Quantities are in metric units,
31.	<b>Abbreviations:</b>	The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows: - <ul style="list-style-type: none"> <li>• km                                      Kilometre</li> <li>• lm / m / LM                          Linear metre</li> <li>• mm                                        Millimetre</li> <li>• sm / SM                                 Square metre</li> <li>• cm / CM                                 Cubic metre</li> <li>• No.                                         Number</li> <li>• kg    Kilogram</li> <li>• tonne (t)                                Tonne (1000 Kilograms)</li> <li>• litre                                        Litre</li> <li>• Hrs.                                        Hours</li> <li>• L.S. / SUM                              Lump Sum / Sum</li> <li>• P.S.                                        Provisional Sum</li> </ul>
32.	<b>Provision of facilities:</b>	Separate items are not provided for the following which are deemed to be included in the Contract Price: - <ol style="list-style-type: none"> <li>a) Construction and maintenance of any deviation or access roads and all expenses incurred due to passing of the traffic through or around the Site;</li> <li>b) Cost of negotiations for any land required by the Contractor in addition to that made available to him free of charge;</li> <li>c) The subsequent removal of the Contractor's site accommodation as required and quarrying facilities and the reinstatement of the area on completion of the Contract;</li> <li>d) Protection of the Site and Works from water, rain, theft &amp; from any other source;</li> </ol>

1.	Detail	Description
		<ul style="list-style-type: none"> <li>e) Setting out and verification of all survey details and dimensions;</li> <li>f) Provision and preservation of survey control points;</li> <li>g) Provision of all samples and test certificates: and</li> <li>h) Water supply and services.</li> <li>i) Measures to reduce emissions and temporary protection of the environment.</li> <li>j) Provision of Protection Equipment to Staff</li> <li>k) Staff wages and salaries</li> <li>l) Fees for approvals and Licenses from local authorities and the government to carry out the works</li> <li>m) Any other costs implied for the successful completion of these works</li> </ul>
33.	<b>SCHEDULES</b>	<ul style="list-style-type: none"> <li>a) All relevant items in the Bills of Quantities must be priced in indelible Ink. No alterations of the Quantities or descriptions made by the Bidder will be allowed.</li> <li>b) The Bidder shall complete all the schedules entirely. The schedules shall be read in conjunction with the specifications and the drawings.</li> <li>c) The <b><u>total prices in the main summary</u></b> of price schedules shall be deemed to include all obligations under the Contract including and not limited to labour, supply of materials, equipment, apparatus, fittings, spares, tools, all construction works, wastages insurance, delivery to site, storage, installation, Personal Protective Equipment, government statutory charges, fees, duties, Withholding Tax, V.A.T and testing and commissioning of installations etc. etc. in accordance with specification.</li> <li>d) The Price Schedule shall be duly filled in its entirety. Any prices omitted from any section or part of price schedule shall lead to rejection of the bid.</li> <li>e) All prices shall be in local Kenya currency, or freely convertible currency in Kenya.</li> </ul>

1.	Detail	Description
		<p>f) The quantities set out in the Bill of Quantities are the estimated quantities of the works and they <b>shall not</b> be taken as the actual and correct magnitude of the works to be executed by the contractor in fulfilment of his obligation under the Contract.</p> <p>g) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.</p> <p>h) The Contractor shall allow in their rates for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.</p> <p>i) The Contractor shall allow in their rates for the payment of all Government Statutory Fees and Charges in connection with this contract Agreement.</p>

## SECTION V (F): BILLS OF QUANTITIES -

### NOTE

- a) All unit rates **MUST** be entered **EXCLUSIVE** of 16% VAT.  
 b) All other government taxes (except 16% VAT), statutory fees, charges, levies, duties, etc..... **MUST** be included in the unit rates.

ITEM	DESCRIPTION	Measure	QTY	Unit Cost	TOTAL COST
<b>1.0</b>	<b>PRELIMINARY AND GENERAL</b>			<b>KES</b>	<b>KES</b>
1.1	Mobilization of construction equipment and plants and personnel and establishment of laydown areas including security for the entire construction period	Item	1		
1.2	Supply and install two overhead cranes to the central mechanical workshop inclusive of all Electrical, Mechanical, civil and attendant costs.	Item	2		
1.3	Full Installation two overhead cranes to the central mechanical workshop inclusive of all attendant costs.	item	2		
1.4	Employer's communication requirements as detailed in section V (C2) above	Item	4		
1.5	Facilitate Factory acceptance test as detailed in the technical requirements (employer shall only meet its own staff subsistence cost and cost of air fare) bidder shall cost for all other costs of logistics including local transport costs in the country of the FAT	item	1		
	Total				

GRAND SUMMARY					
1	Total from BoQ above				
	Subtotal				
	ADD 16% VAT				
<b>TOTAL TO BE CARRIED FORWARD TO THE FORM OF TENDER INCLUSIVE OF 16% V.A.T.</b>					

**SIGNED: BILL OF QUANTITIES**

*To be filled in block letters*

**Total Tender Price in Figures:** ) **KES**.....

**Total Tender Price in Words:**  
**(Carried to Form of Tender)** ).....

).....

).....

).....

**Company Name** ).....

).....

**COMPANY ADDRESS:**

**Physical** ).....

).....

).....

**Email** ).....

**Phone** ).....

**NAME OF REPRESENTATIVE**

).....

**Sign** ).....

**Email** ).....

**Phone** ).....

**Date (DD-MM-YYYY)** ).....

**Company/Firm Stamp** ).....

---

# **PART III - THE CONDITIONS OF CONTRACT AND CONTRACT**

---

**SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)**

General Conditions of Contract shall be **FIDIC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION (RED BOOK) SECOND EDITION 2017**

**Copies of the FIDIC Conditions of Contract can be obtained from:**

**FIDIC Secretariat  
P.O. Box 86  
1000 Lausanne 12  
Switzerland  
Fax: 41 21 653 5432  
Telephone: 41 21 653 5003**



## SECTION IX - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	Sub- Clause	Data
Procuring Entity's name and address	Heading	<b>KENYA ELECTRICITY GENERATING COMPANY PLC</b>
Name and Reference No. of the Contract	Heading	<b>KENYA ELECTRICITY GENERATING COMPANY PLC Stima Plaza Phase III, Kolobot Road, P.O. Box 47936, 00100 NAIROBI, KENYA. Tel: +254 2 3202000. Fax: +254 2 248848</b>
Employer's Representatives Name and address	Heading	<b>GENERAL MANAGER OPERATIONS KENYA ELECTRICITY GENERATING COMPANY PLC Olkaria Geothermal Plaza Moi South Lake Road P.O. Box 785-20117 NAIVASHA, KENYA.</b>
Accessories/Tools	TR-10	Accessories/tools should be delivered with data sheet/ brochure and Maintenance/ User manuals.
Electronic transmission systems	1.3	Email; E-Signing allowable
Contract Agreement	1.6	Contract Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Contract.  The Agreement allows the Procuring Entity to call the Contractor to commence any works as identified in the Contract within the duration of the agreement.  No commitment is made with regard to possible quantity of works to carried out.
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than 14 days after Commencement Date
Performance Security	4.2.1	The performance security will be in the form of a <i>performance bond</i> in the amount(s) of 1% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.

Conditions	Sub- Clause	Data
Contractor's Representative's name	4.3	<i>[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]</i>          
As Built Records	4.4.2	N/A
Operations and Maintenance Manuals	4.4.3	N/A
Contractor to Provide Training	4.5	<i>Contractor to provide ON SITE training/commissioning of installed systems (where applicable)</i>
Progress Reports	4.20	The Contractor Shall Submit,  1.1 Weekly Reports (by end of Week) and 1.2 Monthly Reports (Within 7 days after end of Month)  Providing all details as indicated in these Terms and Conditions of Contract or as may be instructed by the Engineer and, in the Format acceptable to the Employer. The reports shall be submitted without delay.
Subcontractors	5.1	Subcontracting not allowed under this contract
Normal working hours	6.5	0800 to 1700hrs, except Public Holidays and Weekends, unless where otherwise instructed by the Client.
Commencement of Works	8.1	Commencement date shall be <b><u>EMPLOYER'S ORDER TO COMMENCE</u></b> after contract signing and as shall be decided during kick off meeting.
Time for Completion	8.2	Duration for implementation from commencement date as shall be <b>18 CONSECUTIVE CALENDAR MONTHS UPON ISSUANCE OF EMPLOYER'S ORDER TO COMMENCE.</b>

Conditions	Sub- Clause	Data
Program	8.3	<p>Revise as follows:</p> <p>a) Contractor shall submit an initial Program of Works within 7 days after receipt of Engineers issues an instruction for particular works to be undertaken</p> <p>b) The Contractor shall issue a revised Program of Works within 7 days when it becomes apparent the current actual progress of works does not reflect the due status in the program of works.</p> <p>All other terms and conditions as provided in the General Conditions of contract apply.</p>
Delay Damages	8.8	The damages for the whole of the Works are <b>/0.1%/</b> per day (working day) that the actual Completion Date is later than the Intended Completion Date. The Employer SHALL deduct Delay Damages from payments due to the Contractor. Deductions of liquidated damages shall not affect the Contractor's liabilities.
Maximum amount of delay damages	8.7.1	The maximum amount of liquidated damages for the whole of the Works is <b>/10%/</b> of the final Contract Price.
Completion of Outstanding Works	11.1(a)	Within Contract Period
Defects Liability Period	11.1(b)	<ul style="list-style-type: none"> <li>• 6 Months</li> </ul>
Advance Payment	14.2	The Contractor may request Advance Payment. Advance payment shall not exceed <b>20% of the Accepted Contract Price;</b> Advance Payment may be requested 21 calendar days upon commencement.
Advance Payment	14.2.2	<p><i>Include:</i></p> <p>Advance payment shall be paid against an irrevocable bank guarantee from a reputable (tier 1 or tier 2) commercial bank in Kenya.</p>
Repayment of Advance Payment	14.2.3	<i>14.2.3 (b) shall be applicable clause for repayment of advance payment</i>
Application for Interim payment	14.3	<p>The Contractor shall issue Non – Binding Estimates and a valuation Statement for the focus period for payment due to the contractor. These shall include:</p> <ol style="list-style-type: none"> <li>1. Detailed valuation to date</li> <li>2. Detailed Progress Report to date in format acceptable by the Employer.</li> <li>3. Valuation estimates due for the focus period for only completed works in the focus period.</li> </ol>

Conditions	Sub- Clause	Data
		The Client's Representative shall proceed to determine the Contractor's issued Non – Binding Estimates and valuation Statement within 42 Days of receipt of non-binding estimates from the contractor. The contractor may be requested to review their issued non-binding estimated if any error, additions or omissions are noted. Upon completion of determination of the submitted Non – Binding Estimates and valuation Statement, the Employer shall issue Interim payment Certificate and request the Contractor to submit their Tax Invoice for Payment purposes.
Schedule payment of	14.4	The Project shall be paid in interim certificates based on <u>completed</u> milestones. Minimum value of each interim payment certificate shall be <b>15%</b> of the contract price.
Payment	14.7	The Employer shall pay the contractor, amount certified in each IPC and FPC within 60 days upon issuance of Interim payment Certificate and the Employer receives the Contractor's Tax Invoice, or upon issuance of the Final Payment Certificate
Payments	14.7	<u><b>In addition:-</b></u>  (d) The Tenderer <b>MUST</b> have sufficient funding to implement the project. The Tenderer shall have access to, or have available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of <b>60% of Tenderer's Tender</b> for the subject contract(s) net of the Tenderer's other commitments. The Tenderer is informed that interim payments <b>SHALL NOT</b> be a precondition for continued works unless where the valuation of works undertaken is <b>60% of Tenderer's Tender Price</b> , or more and the contractor is yet to receive any payments from the procuring entity.
Percentage Retention of	14.9	10%, deducted from every interim payment certificate, to be paid at the end of DLP.
Termination for Contractor's Default	15.2	Include:  (b) Abandons works for an extended period of <b>30 CALENDAR DAYS</b> without reasonable cause as may be admissible under this contract  (c) Fails to proceed in accordance with Cl. 8 with works for an extended duration of <b>42 CONSECUTIVE CALENDAR DAYS</b> without reasonable excuse / cause as may be admissible under Terms and Conditions of this contract.

Conditions	Sub- Clause	Data
		c) The Employer determines that the contractor has delayed works to the extent that it may NOT be practically possible to complete the works in the remaining period within the contract validity.
Insurance to be Provided by Contractor	19.2	<p>Contractor to provide all applicable insurances including</p> <p>a) Contractor Installation All Risk Insurance; Covering physical loss or damage to the Facilities, works, plant, material, property at the Site up to the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period; The installation all risk insurance will insure both the Contractor and the Employer.</p> <p>b) WIBA - Workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law</p> <p>Alterations to the terms of insurance shall not be made without the approval of the Employer</p> <p>The Contractor shall ensure that they are at all times in compliance with statutory requirements and provisions pertaining to the requisite applicable insurance policies.</p>
Periods for submission of insurance:	19.2	Precondition to contractor commencement of works on site
Periods for submission of insurance:	19.2	Policies and certificates for insurance shall be delivered by the Contractor to the Employer's Representative for approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
Constitution of the DAAB	21.1	As and when will be applicable, to be Determined during Contract Execution
ADJUDICATION	21.1	<p>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</p> <p>The hourly fee for the Adjudicator shall be as determined by the Chartered Institute of Arbitrators (Kenya Branch) and the costs shall be shared amongst the two parties</p> <p>If the parties fail to agree upon the name of the Adjudicator, the appointment shall be made by the Chartered Institute of Arbitrators (Kenya Branch) at the request of either party.</p>

**SECTION X: CONTRACTUAL REQUIREMENTS AND OTHER OBLIGATIONS**

1)	<b>Instructions and Undertaking Works</b>	<p>The contractor and or his representative should not execute any work until and unless it is authorized by the Employer's representative. Care should be taken not to damage any property/equipment by improper handling etc. the contractor shall be responsible for any damage or theft and shall have to make good to its original shape and description as and when damage/theft etc. takes place / is noticed.</p> <p>Care should be taken not to damage any property/equipment by improper handling etc. the contractor shall be responsible for any damage or theft and shall have to make good to its original shape and description as and when damage/theft etc. takes place / is noticed.</p>
2)	<b>Working Hours</b>	<p>Working hours shall be 8:00am to 5:00pm from Monday to Friday. KenGen may normally require works to be execute on Saturdays, Sundays, public holidays and extra hours during the weekdays in case of circumstances requiring such instructions. Works shall not be carried out in following public holidays except where expressly advised by KenGen Employer's Representatives.</p> <ol style="list-style-type: none"> <li>a. New Year's Day (1st January)</li> <li>b. Good Friday</li> <li>c. Easter Monday</li> <li>d. International Labour Day (1st May)</li> <li>e. Madaraka day (1st June)</li> <li>f. Idd-UI-Fitr</li> <li>g. Idd Ul Adha</li> <li>h. Moi Dai (10<sup>th</sup> October)</li> <li>i. Mashujaa day (20<sup>th</sup> October)</li> <li>j. Jamhuri day (12<sup>th</sup> December)</li> <li>k. Christmas day (25<sup>th</sup> December)</li> <li>l. Boxing Day (26<sup>th</sup> December)</li> </ol> <p>Any other gazetted Public holidays (Assume 2 per year)</p> <p>None of the permanent work shall be carried out between 5:00 PM and 8:00 AM or on Sundays or on Public Holidays without the express authority of the Employer's appointed Employer's Representative;</p> <p>In the event of the Client Representative consenting to work being carried out outside normal working hours, the contractor shall be responsible for payment of any additional costs for his staff.</p> <p>Working hours are 8:00am to 5:00pm from Monday to Friday</p>
3)	<b>Administrative facilities for the Contractor</b>	<p>The Contractor shall establish a site office. KenGen shall provide a location where the Contractor will construct, at his own cost (or as may be provided within the BOQ), a temporary operation site</p>

		<p>office in order to provide effective services. He will also meet all costs for connecting electricity, telephone, or any other mode of communication. However, the water to the office will be available to the Contractor free of charge provided the Contractor will meet the cost of connection from the nearest available point. KenGen will not guarantee the quality or be responsible for any consequences arising from the use of the water.</p> <p>The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>
4)	<b>Publicity Sign Board</b>	Where so required and as provided for in the BOQ, the Contractor shall provide a Sign Board as specified on the Drawing. The Sign Board shall be placed at the beginning section covered by this Contract. The Sign Board shall be maintained for the duration of the Works and removed on completion
5)	<b>Instructions</b>	The Client shall work in accordance to instructions issued at all time. The Contractor is required to seek for Instructions if non is issued by the clients. The client is obligated to issue such instructions within 3 working day of receipt of Request for Instructions from the contractor.
6)	<b>Notices from the Contractor</b>	The Contractor shall give the Client reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Client shall not relieve the Contractor of his duties or responsibilities under the Contract.
7)	<b>Site and Progress Meetings</b>	<p>After signing the contract by both parties, KenGen's representative shall call a Project Kick-Off Meeting to initiate commencement of the works where the contractor shall provide a detailed work program.</p> <p>It is a condition of this contract that site meetings shall be held regularly in the contract period on a date as agreed on. The Contractor and KenGen must be represented in those meetings. Other people may be co-opted to attend the meeting depending on the agenda.</p> <p>At the end of the project, there shall be a Project Hand over meeting</p>
8)	<b>Contract Administration</b>	The Contractor shall always endeavour to carry out the contract as detailed in this tender document. In order to minimize disputes especially those that emanate from failure to follow the specifications, both the Contractor's and KenGen's representative must visit daily all the areas under this contract and sign in a log book that everything is in order. Any adverse comments must be

		put in the log for future reference and both supervisors shall sign the log to signify that they are party to the comments inserted therein. In case any party does not agree with the comments put in the log by the other party, then he is at liberty to write his opinion and sign it.
9)	<b>Progress Reports</b>	The Contractor shall submit to the Client on the first day of each week or such longer period as the Client from time to time direct, a Progress Report and any information for the proceeding period, showing the progress during the period and the up-to-date cumulative progression all important items of each section or portion of the Works.
10)	<b>Management of the construction site</b>	The Contractor shall not use the Site for any purpose other than that of carrying out the Works. Where the Contractor is advised of limits of land available around the area of the main construction site, the Contractor shall have no rights to use areas outside these limits except for short periods and/or by such arrangements with the owners as he shall elect to make.
11)	<b>Blasting and Explosives</b>	Blasting will only be allowed with the express permission of the Client in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Client governing the use and storage of explosives.
12)	<b>Security, Watching and Lighting</b>	<p>The Contractor shall take all necessary precautions such as temporary fencing, screens, etc., for the safe custody of the Works, materials and public and employer's property on the site.</p> <p>The Contractor shall employ competent watchmen and guard the works both by day and night. Uncovered areas and materials dump or other obstructions likely to cause injury to any person or animals shall be suitably fenced off or guarded to ensure that such incidences do not occur.</p> <p>The Contractor shall be responsible for any injury or loss to the Contractor, the Employer and any third parties or anyone else resulting from the contractor's actions or omissions in respect to safety and security.</p> <p>The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the works, plant and materials against damage and theft.</p> <p>The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. Where applicable, the Contractor shall pay all fees and obtain all permits in connection there with.</p>
13)	<b>Protection of</b>	The works shall be so executed that should it be necessary to



	<b>Works from Rain</b>	suspend work due to rain, no part thereof is left in such a state as to be liable to damage thereby. No claim by the Contractor arising out of the reinstatement of any damage caused by or incidental to rain shall be accepted.
14)	<b>Protection of Existing Services</b>	<p>a) There are overhead, surface and underground services at the site including roads, water pipelines, sewage lines, electricity cable, telephone cables and fences. The contractor is advised to take due care while carrying out the work. The contractor shall also be responsible for identifying these services from the surface providers</p> <p>b) The Contractor shall acquaint himself with the position of all existing services on or adjacent to the site before commencing the works.</p> <p>c) Various above ground and underground services such as pipelines, cables and power lines may exist within the confines of the various areas of the Site. Whenever the Contractor has been advised of the approximate positions of such services and has to execute work adjacent to or concerning them, he shall be entirely responsible for locating the exact position of the services, either diverting or temporarily supporting them as agreed with the Client Representative, protecting them during the work and making good afterwards.</p> <p>d) He shall at his own expense ascertain in writing from the Statutory undertakers and other public bodies, companies and other persons who may be affected, the positions and depth of their respective ducts, cables, mains, pipes or other services. He shall thereupon search for and locate such service.</p> <p>e) If the works will interrupt any service passing through the Site, the Contractor shall provide a satisfactory alternative service in full working order to the satisfaction of the owner of the service and the Client Representative before cutting off the existing service.</p> <p>f) Except that such services are required to be removed or altered by virtue of the layout of the permanent work and not the manner in which the work is carried out shall be so removed or altered at the direction and at the expenses of the Employer.</p> <p>g) Client Representative must be informed in writing of any services exposed during repairs and the Contractor will be required to adequately support, restore and make good any services disturbed in the course of the works and shall be further liable for any damage which may be shown during the period of maintenance, to have arisen through the execution of these works.</p> <p>h) The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface and pavements within or beyond the boundary of the Site,</p>

		<p>during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Employer's Representative.</p> <p>i) The Contractor must take steps necessary to safe guard and shall beheld fully responsible for any damage caused to existing and adjacent property, including buildings that are not a subject of demolition. He shall make good at his own cost damage to persons and property caused there on, and he shall indemnify the Procuring Entity against any loss or claim that may arise.</p>
15)	<b>Surface to be inspected</b>	<p>During the construction of any works and from the time of completion of the works, the contractor shall inspect the surfaces and if from whatever cause the surface is found to, have subsided the contractor shall make good the same at his own expense to Client Representative 's instructions.</p> <p>The Contractor shall at his own expense take every precaution to prevent slips and falls of materials or equipment in the works. In the event of any slips or falls occurring, the contractor shall restore the works and reinstate any parts of the works affected at his own expense.</p>
16)	<b>Material suitability</b>	<p>Materials shall strictly comply with the Employer's Design unless the use of an alternative material has been explicitly requested by the Contractor and approved by the Employer's Representative. All materials and equipment furnished shall:</p> <p>be new, unused, and undamaged when installed or otherwise incorporated in the Works and properly identified by appropriate stampings and markings and shall be accompanied with original manufacturer's documentation where appropriate,</p> <p>All material shall be new unless otherwise directed or permitted by the Employer's Representative and, in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtained in the ordinary meaning of the word 'best' and not merely a trade signification of the word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standard Institution Specification or other authoritative standard ensuring equal or higher quality current at the time of tender and in accordance with the requirements of local statutory authorities.</p> <p>The Works throughout shall be executed by skilled workmen well versed in their respective trades.</p> <p>The Contractor is responsible for the location, provision and supply of all materials for the work, which shall comply with Appropriate</p>

		<p>Clauses in the specification. All materials shall be of approved manufacture and origin and the best quality of their respective kind</p> <p>The Contractor is at liberty to propose to the Employer's Representative the use of material other than those specified but may use such materials subject to Employer's Representative's written Approval.</p> <p>A sample of each type of material shall be delivered to site for approval by the Employer's Representative. Where a sample may be difficult to deliver to site due to its nature, the Contractor may request the Employer's Representative to inspect the materials at the Contractor's warehouse or factory. The Employer's Representative may take such samples as he may wish for testing and approval and the Contractor shall furnish any information required by the Employer's Representative as to the origin, quality, weight, strength, and description etc. of materials</p> <p>The contractor shall use no materials of any description without prior sanction and any condemned as unfit for use in the works shall be removed immediately from the site at contractor's cost.</p>
17)	<b>Packaging and shipment</b>	<p>Where so applicable, the Contractor shall order materials to be obtained from overseas immediately after the contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on Site when required for use in the Works.</p> <p>The Contractor shall ensure that all Materials shall be adequately packaged and/or preserved so that they can be safely shipped to the Site and stored there for the duration as the construction programme requires without risking corrosion damage or other deterioration.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p>
18)	<b>Material Storage</b>	<p>Unless specified otherwise, the contractor shall be responsible for constructing their own storage facilities and shall meet the cost of construction of such storage facility and upon completion of the project, decommission the storage facility.</p>
19)	<b>Samples and testing</b>	<p>Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.</p> <p>Samples of materials shall be submitted as soon as possible after the contract is let.</p> <p>No deliveries in bulk shall be made until the samples are approved by the Employer's Representative.</p>

		<p>All condemned materials shall be removed from the site within 72 hours.</p> <p>Every facility shall be provided to enable the Employer's Representative to obtain samples and carry out tests on the materials for construction. If these tests show that any of the materials do not comply with the requirements of this specification, the Contractor will be responsible for the costs or construction of the tests and the replacement of defective materials and/or construction.</p>
20)	<b>Proprietary Materials</b>	<p>Where proprietary materials are specified hereinafter the Contractor may propose the use of materials of other manufacture but of equal or higher quality for approval by the Employer's Representative.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used and fixed strictly in accordance with their instruction.</p>
21)	<b>Rejected Workmanship and Materials</b>	<p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminate or have deteriorated must immediately be removed from the Site and replaced at the Contractor's expense, as required.</p>
22)	<b>Provision Samples of</b>	<p>The Contractors Shall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Client for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Employer's Representative. Such samples, when approved, shall be the minimum standard for the work to which they apply. The procedure for submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Employer's Representative. The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.</p>
23)	<b>Contractor's Superintendence</b>	<p>The Contractor shall constantly keep on the Works a literate English-speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the Works. Such agent or representative shall receive on behalf of the Contractor directions and instructions from the Client Representative, and such directions and instructions shall be deemed to be given to the Contractor in accordance with the Conditions of Contract. The agent shall not be replaced without approval.</p>
24)	<b>Provision Labour of</b>	<p>The Contractor shall provide casual labour services required for the execution of works described herein.</p> <p>The contractor shall note that works should be taken up in its true</p>

		spirit, therein promptness, punctuality and professionalism are of utmost significance and which cannot be compromised upon. The workmen employed on the job shall be of polite nature and well-mannered. In case it is observed that one or more workmen are felt to impolite or badly behaved the Employer's representative is liable to issue notices to the contractor in writing directing immediate replacement such workmen.
25)	<b>Labour Act and other governing laws of Kenya</b>	The contractor shall ensure full and total compliance with the Labour Act in the employment of his staff. Other governing laws of Kenya shall also apply to the letter.
26)	<b>Gender Rule</b>	Subject to governing laws of Kenya, the contractor shall ensure compliance with the 1/3 rule regarding gender.
27)	<b>Employment of Staff</b>	<p>During the execution of this contract, the Contractor shall be mandated to offer employment opportunities to members of the local community upon advertisement at the KenGen's Liaison Office.</p> <p>Such persons may be skilled, semi-skilled or unskilled and shall be treated fairly and in the similar manner with regard to remuneration and work conditions as any other employee of the contractor.</p> <p>The Contractor is at his discretion to employ the <b>best</b> talent from the local community.</p>
28)	<b>Payment of Wages, Salary and other benefits</b>	<p>The Contractor shall make prompt payment of wages, salary or other benefit to his employees every on a predetermined date of every month without delay</p> <p>The contractor shall keep updated register of salaries, wages or any benefit as paid out to their employees.</p> <p>The payroll records shall be available at all times for inspection by the Client Representative and authorized Government officers at all times</p>
29)	<b>Minimum Wage</b>	Subject to governing laws of Kenya, the contractor shall make payment to his staff ensuring that the Minimum Wage is adhered to.
30)	<b>Delayed or Non-payment of wages, salaries and other benefits</b>	<p>Where the contractor fails to make timely payment of wages, salary or other benefits as has been determined, and an employee (ies) makes such complaint (s) known to KenGen through writing, the Contractor shall be instructed to write a written explanation as to why this arise.</p> <p>Where the Contractor severely delays or does not pay his employees, KenGen shall have the right to withhold their payments until all dues payments are made in full.</p>

31)	<b>Documentations of employees and their payments</b>	<p>A. Register of Employees The Contractor shall keep and maintain an updated register of all its employees, including name, ID number, address, designation, and days worked at all times. Shall register <b>MUST</b> be available for inspection and scrutiny by KenGen and Government Officers as may be required by them.</p> <p>B. Register of Employees' Payments The Contractor shall keep and maintain an updated register of all its employees, payments of wages, salary and/or any other benefit at all times. These must be signed by the employees noting acceptance of such payments.</p>
32)	<b>Contractor's accommodation and transport</b>	<p>a) The Contractor shall be responsible for all accommodation and transport needs of the Contractor's Personnel, taking note of any restrictions imposed by the Contract.</p> <p>b) The Contractor <b>MUST</b> provide adequate arrangements and provisions for the feeding and housing of the Contractor's personnel.</p> <p>c) The Contractor shall be responsible for the provision of housing for his own labour, including the land on which such housing is located. The Employer will not make available any land for the construction of a labour camp.</p> <p>d) The Contractor shall also be responsible for provision of all services including, but not limited to, the staff facilities.</p> <p>e) The Contractor shall not be permitted to construct any camp providing sleeping accommodation within site area</p> <p>f) The Contractor is responsible for staff entry and exit from Olkaria and Eburru and <b>MUST</b> provide a means of transport to the staff.</p> <p>g) The use of open Lorries or pickup trucks for the transport of Contractor's labour <b>SHALL NOT</b> be allowed under this Contract.</p> <p>h) The Contractor's attention is drawn to the requirements that they shall use buses/vans etc. fitted with safety belts (for all occupants) and speed limiting devices to 80km/hr. and that all persons travelling in vehicles must be seated.</p> <p>i) The Contractor shall comply with the Kenyan traffic laws and regulations and shall obtain the approval of the Transport Licensing Board in respect of the transportation of labour for the Contract.</p>
33)	<b>Drinking Water for Staff</b>	The Contractor shall be required to provide safe, portable drinking water to staff at all times when they are in the field.
34)	<b>Construction</b>	The Contractor shall provide all necessary hoists, tackle, plant,

	<b>Equipment</b>	<p>equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.</p> <p>The Contractor shall take all necessary precautions such as temporaryf encing, hoarding fans, planked footways, guard–rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.</p>
35)	<b>Safety at Site</b>	<p>The Contractor shall ensure that the safety of his work people and all authorized visitors to the site are protected at all times. In particular, there shall be the proper provision of guard–rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Client shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.</p>
36)	<b>Safety and Environment Requirements</b>	<p>The Contractor shall at all times execute the works in a safe and secure manner and actively practice safety through the term of the Contract and shall comply with the applicable legal and other requirements including the KenGen-KWS Memorandum of Understanding. This will include having a standby vehicle at the site to serve in case of an emergency.</p> <p>The contactor will report all the accidents/incidents and near misses to safety offices for necessary actions.</p> <p>The formulation and enforcement of an adequate safety and environmental management program shall be the obligation of the Contractor with respect to all the Works under this Contract, regardless of whether performance by the Contractor or his subcontractors. The Contractor shall, within 14 days after commencement of the works, meet the Client Representative to present and discuss his plan for the establishment of such safety and environmental protection measures as may be necessary to provide against accidents, unsafe acts and so forth. Within 28 days after commencement of the works, the Contractor shall submit a written safety and environmental management program to the KenGen covering the overall Works and based on the laws</p>

		<p>and regulations of Kenya. In addition, he shall prepare special safety programs for working within electricity generating and geothermal exploration facilities.</p> <p>The Contractor shall dispose waste in compliance with the Environmental Management and Coordination (Waste Management) Regulations, 2006.</p> <p>The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Employer's Representative.</p> <p>The Contractors attention is drawn to the standards levy order which was amended on 15th October 1998. Legal notice No. 154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-up of his rates.</p>
37)	<b>Safety at site</b>	<p>The Contractor shall be responsible for the safety of all activities and his employees on the Site.</p> <p>Work is to be executed in a safe and responsible manner and the construction is to proceed in accordance with the provision of the appropriate legislation.</p>
38)	<b>Occupational, Health and safety requirements; Safety Precautions and First Aid</b>	<p>The Contractor shall provide adequate and easily accessible First Aid Equipment on site.</p> <p>The Contractor shall be responsible for the management of health and safety of his employees on the construction site.</p>
39)	<b>Personal Protective Equipment</b>	<p>The Contractor shall be required to comply with all safety regulations and provide his staff with adequate and required <b>PPE's</b> which he shall ensure that are worn at all times his staff are working in the field.</p> <p>KenGen shall continuously monitor to ensure that all safety regulations are adhered to and deviations from these safety regulations shall prompt KenGen to take action accordingly.</p>
40)	<b>Environmental Protection</b>	<p>The Contractor shall ensure so far as is reasonably practicable and to the satisfaction of the Client Representative; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.</p> <p>a) After extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Client Representative. In</p>



		<p>particular, borrow pits near the project road shall be backfilled in such a way that no water collects in them.</p> <p>b) Spilling of bitumen fuels Oils and other pollutants shall be cleared up.</p> <p>c) Including removal of excavated material from the pavement to spoil.</p>
41)	<b>Materials &amp; Waste Disposal; Disposal of construction wastes</b>	<p>a) The contractor shall sort out and dispose construction and domestic wastes in accordance to the employer's guidelines. The contractor shall consult the employer project Client Representative for guidelines</p> <p>b) Existing equipment, fittings and materials such as electrical fittings, pipes etc. to be removed for replacement or relocation belong to the Employer. The contractor shall remove them carefully and hand them over to the Employer.</p> <p>c) Very little waste is expected during performance of this contract. The Contractor shall dispose waste according to the laws of Kenya. The contractor may request the Employer to provide a disposal yard for rubbish collected when clearing the site and during construction of work and also for any surplus material not required on site.</p>
42)	<b>Protection of Completed Work and Clearing upon Completion</b>	<p>The Contractor shall allow in his rates for protecting completed work from subsequent operations, making good of all damage to completed work, clearing away all rubbish as it accumulates and leaving the site in a tidy condition to the satisfaction of the Employer's Representative.</p>
43)	<b>Leave Works Clean</b>	<p>On completion of the Works, the Contractor shall carefully restore to the original condition of the ground, and other structures that may have been interfered with in any way by him or his employees and shall remove all rubbish, tools and materials which are not required, so as to leave the works and site in clean and orderly condition, such work being carried out by the Contractor without extra charge over and above his scheduled rates for the execution of the works.</p>
44)	<b>Items to Be Supplied by the Employer</b>	<p><b>Water</b>  KenGen shall provide non-portable water suitable for use in construction works at no cost to the Contractor. The water will be used strictly for works within KenGen premises but not outside. Contractors' staff living outside KenGen premises should provide their own domestic water.</p> <p>Water shall be available at designate water points along water supply pipeline.</p> <p>It shall be the contractor's responsibility to ensure such water is</p>

		<p>available at his area of need through piping or by water bowser(s) and KenGen takes no responsibility to provide the water to the contractor on site.</p> <p><b>Measurement: Daily Monitoring and Control</b> The contractor shall document all volumes of KenGen water used in the project</p> <p>In case the contractor pipes the water to site, the contractor shall provide for a flow meter to measure volumes of water used. Daily use shall be recorded and submitted to KenGen</p> <p>In case the contractor uses a water bowser to deliver the water to site, the contractor shall provide for documentation detailing the volume of water used daily by the water bowser on the site.</p> <p>All original documentations for water use shall be submitted to KenGen on a daily basis. The contractor shall keep copies of the same.</p> <p>The water shall be used strictly for KenGen works and particularly for this project unless instructed otherwise by the Employer's Representative in Charge.</p> <p><b>Non-Availability of KenGen Water</b> In the event that KenGen water is not available through the designated watering points, it shall be the contractor's responsibility to source for such water elsewhere, thus, ensuring steady continuance of works.</p> <p>Water sourced elsewhere shall not be subjected to daily volume recording.</p> <p><b>Electricity</b> KenGen shall not provide electricity to the Contractor. Contractor shall be required to make his own arrangements for electricity provision, including use of portable generators where applicable.</p>
45)	<b>Insurance</b>	<p>The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.</p> <p>All the workmen engaged for the work shall be group insured during the period of contract. In case, the contract is extended beyond the period stipulated in the agreement, the contractor shall extend the group insurance to the extended period of contract.</p> <p>The contractor shall be fully responsible for settling all claims and indemnify the Employer against any claims arising out of any accidents to the hired staff/labours.</p>

46)	<b>Indemnity</b>	The Contractor shall indemnify and keep indemnified, KenGen, its servants or agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor its servants or agents whilst performing their duties within the scope of their employment with the Contractor and against the dishonesty of such security officers or personnel whilst performing their duties within the scope of their employment, which shall include any loss, damage, injury or any consequential or indirect loss sustained by KenGen its servants or agents or third parties lawfully on the premises by reason of any act or omission or neglect of the Contractor its servants or agents.
47)	<b>Clerk of Works</b>	<p>Where so provided for in the BOQ, the client shall second to the contractor a Client Clerk of Works, who shall be paid in accordance with the rate provided in the BOQ Element. This rate shall be net of all applicable taxes, (PAYE, NHIF, NSSF and any other statutory charges), and paid promptly on day to be agreed upon and without delay.</p> <p>The said clerk of works shall be the employer’s representative on site and shall receive direct instructions from and shall report directly to the Employer’s Engineer. His/her role shall be to assist the employer keep a daily track record of all and every activity on site and ensure the Contractor works as per Engineers instructions and ensure quality is achieved at all times.</p> <p><b>When to Engage Clerk of Works</b></p> <hr/> <p>The Clerk of Works shall be engaged within 14 Days the Client’s Engineer issue Order to Commence Works.</p> <p><b>Project Delay</b></p> <hr/> <p>In the event that the Contractor delays and/or prolongs the contractual period, and where such delays are not caused by the Employer and extension of time is not approved, the Contractor shall continue to pay the clerk of works at the approved BOQ Hourly rate.</p> <p>Any extra cost arising due to delay of project period or temporary abandonment of site shall be borne by the contractor and the contractor shall not make any claims to the Client with regard to such costs.</p> <p>If the Contractor fails to pay the Clerk of Works, such costs incurred shall be deducted from the Contractors’ interim payment Certificate and Reimbursed to the Clerk of Works.</p> <p><b>Project Extension Of time</b></p> <hr/> <p>In the event contractual duration is formally extended, the Contractor shall continue to engage and pay the clerk of works at the approved BOQ Hourly rate. The extra cost shall be drawn from Contingency Amount and only for the approved extended duration.</p>

48)	Supervision Vehicle	<p>Where so provided for in the BOQ, the Contractor shall provide, fuel and maintain in good working conditions, with driver, 1 (ONE) NO 4WD <b>NEW</b> and <b>UNUSED</b> before Double cabin pick-up truck with a hydraulic cabin cover, (Odometer: 0-200km) diesel engine capacity; Additional Technical Requirements include: Four-wheel drive (4 WD); 3000-4000 cc, TURBO - Diesel, Right hand driven; all fully loaded including with air conditioning (AC) system, powered windows, air bags, DVD Music/Video Display System, hitch, cargo bay with cover; In addition, the contractor to provide the following with the vehicle: fully equipped first aid box, hazard warning triangles, tow rope, high lift jack and spanners); Preferred Colour is WHITE. The Vehicle MUST be Compliant with all relevant road traffic laws and regulations</p> <p><b>Documentary Evidence for Vehicle to be Supplied.</b></p> <p>The Bidder to submit documentary evidence that the vehicle they propose to supply meet minimum technical requirements as stated herein.</p> <p><b>When to provide supervision vehicle.</b></p> <p>The supervision vehicle shall be provided immediately with the Client's Engineer issue Order to Commence Works and no later than 42 days after project commencement date.</p> <p><b>Insurance</b></p> <p>Comprehensive Insurance / Commercial.</p> <p><b>Driver</b></p> <p>The Contractor shall provide a competent and Licensed Driver. The Contractor ensure that the driver is paid his/her due monthly at a rate that is fair and commensurate with the work he is undertaking.</p> <p><b>Maintenance</b></p> <p>The Contractor shall ensure timely service and maintenance, hence, to ensure the vehicle is in good conditions at all times. These shall include but not limited to scheduled service of the vehicle, Maintenance, repair /replace of defective parts, Tyres and tyre replacement among other requirements.</p> <p><b>Unavailability of the supervision vehicle due to maintenance</b></p> <p>Should the vehicle supplied not be in road worthy condition at any time of the contract period, the Contractor shall provide equivalent courtesy vehicle within 3 days and until such time as the original vehicle is repaired and returned for use. Otherwise, the contractor shall be permanently and within 60 days be replaced if the vehicle is found to be unserviceable. The NEW replacement shall match all terms and conditions of technical requirement of the vehicle required.</p> <p><b>Monthly Payments</b></p> <p>Payment for the vehicle shall be per month for the duration of the project.</p>
-----	---------------------	--

		<p>The rate shall be inclusive of purchasing cost and running costs including fuel, lubricants, service, insurance and maintenance. The rate shall also include the driver's wages and any overtime the driver might incur, or any other allowance to the normal working hours. The rate to include cost of ultimately transferring the vehicle to the client.</p> <p>Monthly Payment Rate to be spread across the duration of the project as provided in Special Conditions of Contract Cl. 8.2; to sum up to total cost of the vehicle inclusive all other operational costs at the end of the Project Period.</p> <p><b>Monthly Payments during project delay period or project extension.</b></p> <hr/> <p>Monthly payments shall not be applicable where the project is extended or delayed and any arising costs shall be incurred either by the client or the contractor as stated in succeeding conditions (below) for delay and/or extension.</p> <p><b>Delay Damages in case the contractor delays providing the supervision vehicle.</b></p> <hr/> <p>In the event the contractor delays to provide a supervision vehicle within stated timelines, the contractor shall incur delay damages at the rate of 75% of the contractor's daily rate per day until such a time he provides the vehicle or until project closure.</p> <p><b>Project Period Delay</b></p> <hr/> <p>In the event that the Contractor delays and/or prolongs the contractual period, and where such delays are not caused by the Employer, and extension of time is not awarded, the Contractor shall continue to provide for the supervision vehicle and any extra cost arising due to delay of project period, including Insurance, maintenance and Driver Wages shall be borne by the contractor and the contractor shall not make any claims to the Client with regard to such costs.</p> <p><b>Delay Damages for delay in providing supervision vehicle in case of project delay.</b></p> <hr/> <p>The Contractor shall continue to provide a supervision vehicle during execution of contract in the delay period. In the event the contractor fails to provide a supervision vehicle, the contractor shall incur delay damages at the rate of 100% of the contractor's daily rate until such a time they provide the vehicle or until project closure in the delay duration.</p> <p><b>Project Period Extension Of time</b></p> <hr/> <p>In the event the contractual duration is formally extended, the Contractor shall continue to provide for supervision vehicle. Additional Payments due to insurance, maintenance and Driver Wages shall be drawn from Contingency Amount and only for the approved extended duration. The Contractor shall request for and provide documentary evidence of such additional costs</p>
--	--	---

		before they are approved for payment.
49)	<b>Provide Economic Opportunities to Local Communities</b>	<p>The Contractor is encouraged to source from and use locally available resources in a way that enhances economic opportunities while improving local social conditions in a sustainable way for local communities. This will facilitate effective exploration and utilization of local resources for optimal community advantages. Providing Economic Opportunities to Local Communities is a community-centered process that blends social and economic development to foster the economic, social, ecological and cultural well-being of communities within the vicinity of the project and who are highly impacted by operations of the project.</p> <p>The Contractor is encouraged to:</p> <ol style="list-style-type: none"> <li>1) Source Unskilled Labour from Local Communities at all times (in Consultation with Employer’s Liaison office)</li> <li>2) Source Skilled Labour from Local Communities who shall meet minimum recruitment requirement as a Skilled Labourer</li> <li>3) Source Raw Materials Locally (From Local Business Owners); These may include sand, ballast, quarry stones, reinforcement bars, timber products, cement, metallic products among other construction requirements;</li> <li>4) Hire vehicles, equipment and other tools of trade from Local Business Owners, such as Transportation Vans, Pickups, heavy earth moving equipment, concrete mixers, poker vibrators, among other construction equipment and tools of trade necessary for successful implementation of a project.</li> <li>5) Subcontract aspects of the project to Local Business Owners</li> </ol> <p>At all times, the contractor shall ensure that,</p> <ol style="list-style-type: none"> <li>1) Any services requested and offered to local business owners must follow the cannons of good business venture.</li> <li>2) The contractor to maintain enforceable agreements between themselves and the local business owners they have entered into business with.</li> <li>3) The Contractor shall ensure timely payments to all services offered by Local Business Owners and timely wages for all Labourers who shall be employed in their works.</li> </ol> <p>This requirement does not eliminate the contractor’s responsibility to ensure the project is undertaken and completed within scope, budget and time and to meet all quality aspects of undertaking the project.</p>

## **SECTION XI - CONTRACT FORMS**

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No. 9 - BENEFICIAL OWNERSHIP DISCLOSURE FORM

**FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT**

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

**FORMAT**

1. For the attention of Tenderer's Authorized Representative
  - i) Name: .....  
*[insert Authorized Representative's name]*
  - ii) Address: .....  
*[insert Authorized Representative's Address]*
  - iii) Telephone: .....  
*[insert Authorized Representative's telephone/fax numbers]*
  - iv) Email Address: .....  
*[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]*

2. Date of transmission: .....*[email]* on .....  
*[date]* (local time)

This Notification is sent by..... (Name and designation)

3. Notification of Award
  - i) Procuring Entity: ..... *[insert the name of the Procuring Entity]*
  - ii) Project: ..... *[insert name of project]*
  - iii) Contract title: ..... *[insert the name of the contract]*
  - iv) ITT No: ..... *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.
  - a) The successful tenderers



i) Name of successful Tender  
 .....

ii) Address of the successful Tender  
 .....

iii) Contract price of the successful Tender Kenya Shillings  
 .....  
*(in words)*

b) The reasons for your tender being unsuccessful are as follows:

c) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

*(Note a) State NE if not evaluated*

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on..... [*insert date*] (*local time*).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

- i) Attention: ..... [*insert full name of person, if applicable*]
  - ii) Title/position..... [*insert title/position*]
  - iii) Agency: ..... [*insert name of Procuring Entity*]
  - iv) Email address: ..... [*insert email address*]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
  - e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
  - f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

**6. How to make a complaint**

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight..... [*insert date*] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: ..... [*insert full name of person, if applicable*]
  - ii) Title/position..... [*insert title/position*]
  - iii) Agency: ..... [*insert name of Procuring Entity*]
  - iv) Email address: ..... [*insert email address*]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke).

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

**7. Standstill Period**

- i) DEADLINE: The Standstill Period is due to end at midnight on..... [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

---

*Signature*

---

*Name*

---

*Title / Position*

---

*Phone*

FORM NO. 2- REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD APPLICATION NO.....  
OF.....20.....BETWEEN.....

APPLICANT AND..... RESPONDENT  
.....  
(Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of  
.....dated

the...day of .....20.....in the matter of Tender No.....of .....20.... for  
.....

(Tender description).

REQUEST FOR REVIEW

I/We....., the above-named Applicant(s), of address:

Physical  
address.....

P. O. Box No  
.....

Tel. No..... Email ....., hereby request the Public  
Procurement Administrative Review

Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED ..... (Applicant) Dated on.....day of  
.....20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review  
Board

on.....day of .....20.....

SIGNED

Board Secretary

---

**FORM NO 3: LETTER OF AWARD**

.....  
*[letterhead paper of the Procuring Entity]*

.....  
*[date]*

To:.....  
*[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the.....  
*[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract

Amount.....  
*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the

Instructions to Tenderers, is here by accepted by.....  
*(name of Procuring Entity)*.

You are requested to furnish the Performance Security within in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

\_\_\_\_\_  
*Authorized Signature:*

\_\_\_\_\_  
*Name and Title of Signatory:*

\_\_\_\_\_  
*Name of Procuring Entity:*

\_\_\_\_\_  
*Attachment: [Contract Agreement]:*

**FORM NO 4: CONTRACT AGREEMENT**

THIS AGREEMENT made the day of..... 20....., between..... of..... (*hereinafter “the Procuring Entity”*), of the one part, and..... of..... (*hereinafter “the Contractor”*), of the other part:

WHEREAS the Procuring Entity desires that the Works known as..... should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) The Notification of Award
  - b) the Form of Tender
  - c) the addenda Nos (if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract.
  - f) the Specifications
  - g) the Drawings; and
  - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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 where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by..... (*for the Procuring Entity*)

Signed and sealed by..... (for the Contractor)



**FORM NO. 5 - PERFORMANCE SECURITY**

*[Option 1 - Unconditional Demand Bank Guarantee]*

..... *[Guarantor  
letterhead]*

**Beneficiary:** ..... *[insert name and Address of Procuring  
Entity]*

**Date:**..... *[Insert date of issue]*

**Guarantor**.....  
.....

*[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that.....  
*(hereinafter called "the Contractor")* has entered into Contract No.  
.....dated.....with *(name of Procuring Entity)*  
..... (the Procuring Entity as the Beneficiary),  
for the execution of.....*(hereinafter called "the Contract")*.
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of.....*(in words)*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the.....Day of.....,<sup>2</sup>....., and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

.....  
*[Name of Authorized Official, signature(s) and seals/stamps]*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

<sup>1</sup>*The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency*

*acceptable to the Beneficiary.*

*<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

**FORM No. 6- PERFORMANCE SECURITY**

*[Option 2- Performance Bond]*

*[Note: Procuring Entities are advised to use Performance Security – Unconditional demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

..... *[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**.....  
*..[insert name and Address of Procuring Entity]*

**Date:** .....  
*[Insert date of issue]*

**PERFORMANCE BOND No.:**  
.....

**Guarantor:** ..... *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond .....as Principal (*hereinafter called “the Contractor”*) ..... as Surety (hereinafter called “the Surety”), are held and firmly bound unto..... as Obligee (hereinafter called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the.....day of.....,20....., for.....in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - a) Complete the Contract in accordance with its terms and conditions; or
  - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make a available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds

to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

- c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions upto a total not exceeding the amount of this Bond.
- 4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
- 5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
- 6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day.....of .....[month]  
20.....[year]

SIGNED                      ON.....                      on                      behalf  
of.....

By.....in                      the                      capacity  
of.....

In                                      the                                      presence  
of.....

SIGNED                      ON.....                      on                      behalf  
of.....

By.....in                      the                      capacity  
of.....

In                                      the                                      presence                                      of  
.....

**FORM NO. 7 - ADVANCE PAYMENT SECURITY**

*[Demand Bank Guarantee]*

.....  
*[Guarantor letterhead]*

**Beneficiary:** .....  
*[Insert name and Address of Procuring Entity]*

**Date:** .....  
*[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** .....  
*[Insert guarantee reference number]*

**Guarantor:** .....  
*[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that..... *(hereinafter called "the Contractor")* has entered into Contract No.....*dated*.....with the Beneficiary, for the execution of..... *(hereinafter called" the Contract")*.
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum..... *(in words)* is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of .....*(in words)*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number.....*at*.....
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the..... day of.....,<sup>2</sup>.....<sup>2</sup> whichever is

earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months/ one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....  
.....

*[Name of Authorized Official, signature(s) and seals/stamps]*  
**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

<sup>1</sup>*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*  
<sup>2</sup>*Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

**FORM NO. 8 – RETENTION MONEY SECURITY**

*[Demand Bank Guarantee]*

.....  
*[Guarantor letterhead]*

**Beneficiary:** .....  
*[Insert name and Address of Procuring Entity]*

**Date:** .....  
*[Insert date of issue]*

**Advance payment guarantee no.** .....  
*[Insert guarantee reference number]*

**Guarantor:** .....  
*[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that..... *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. .... *[insert reference number of the contract]* dated.....with the Beneficiary, for the executionof..... *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys upto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ..... *[insert amount in figures]* ..... *([insert amount in words])<sup>1</sup>* upon receipt by us of the Beneficiary's complying demands upported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifyingthedemand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number at..... *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the.....Day of.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....  
*[Name of Authorized Official, signature(s) and seals/stamps]*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

<sup>1</sup>*The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

<sup>2</sup>*Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*



**FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

*(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)*

***INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM***

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission. For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement*

Tender Reference No.: ..... *[insert identification no]*  
Name of the Tender Title/Description: .....  
*[insert name of the assignment]* to: ..... *[insert complete name of Procuring Entity]*

In response to the requirement in your notification of award dated .....  
*[insert date of notification of award]* to furnish additional information on beneficial ownership: .....  
*[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

Details of Beneficial ownership

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?:  Direct.....  Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes -----No-----  2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....
	National identity card number or Passport number	Indirectly---- ----- % of shares	Indirectly-----% of voting rights		
	Personal Identification Number  (where applicable)				
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)									
	Telephone number													
	Email address													
	Occupation or profession													
2.	<table border="1"> <tr> <td>Full Name</td> <td rowspan="5"> Directly-----  ----- % of shares   Indirectly----  ----- % of shares </td> <td rowspan="5"> Directly.....% of voting rights   Indirectly-----% of voting rights </td> <td rowspan="5"> 1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----  2. Is this right held directly or indirectly?:   Direct.....   Indirect..... </td> <td rowspan="5"> 1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----   2. Is this influence or control exercised directly or indirectly?   Direct.....   Indirect..... </td> </tr> <tr> <td>National identity card number or Passport number</td> </tr> <tr> <td>Personal Identification Number (where applicable)</td> </tr> <tr> <td>Nationality (ies)</td> </tr> <tr> <td>Date of birth [dd/mm/yyyy]</td> </tr> </table>	Full Name	Directly----- ----- % of shares  Indirectly---- ----- % of shares	Directly.....% of voting rights  Indirectly-----% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?:  Direct.....  Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----  2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....	National identity card number or Passport number	Personal Identification Number (where applicable)	Nationality (ies)	Date of birth [dd/mm/yyyy]				
Full Name	Directly----- ----- % of shares  Indirectly---- ----- % of shares	Directly.....% of voting rights  Indirectly-----% of voting rights					1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?:  Direct.....  Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----  2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....						
National identity card number or Passport number														
Personal Identification Number (where applicable)														
Nationality (ies)														
Date of birth [dd/mm/yyyy]														

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3.					
e.t.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public).

*Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company;  
or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

---

***Name of the Tenderer:***

*\*[insert complete name of the Tenderer]*

---

***Name of the person duly authorized to sign the Tender on behalf of the Tenderer:***

*[insert complete name of person duly authorized to sign the Tender]*

---

***Designation of the person signing the Tender***

*[insert complete title of the person signing the Tender]*

---

***Signature of the person named above:***

*[insert signature of person whose name and capacity are shown above]*

***Date:*** this ..... *[insert date of signing]* day of..... *[Insert month]*,  
..... *[insert year]*

Bidder Official Stamp