



UNIVERSITY OF NAIROBI

**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF
GENERATOR AT KOITALEEL SAMOEI UNIVERSITY COLLEGE,
MOSORIOT CAMPUS**

TENDER NO. KSUC/T/02/2019-2020

DATE OF NOTICE: TUESDAY DECEMBER 24, 2019

CLOSING DATE: TUESDAY JANUARY 14, 2020 at 10.30 AM

All correspondence to:

PROCUREMENT MANAGER, UNIVERSITY OF NAIROBI,

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Public Procurement and Asset Disposal Act 2015

TABLE OF CONTENTS

		PAGE
	INTRODUCTION	3
*	SECTION I INVITATION TO TENDER	4
*	SECTION II INSTRUCTIONS TO TENDERERS	5
	Appendix to Instructions to Tenderer's	22
*	SECTION III GENERAL CONDITIONS OF CONTRACT.....	24
*	SECTION IV SPECIAL CONDITIONS OF CONTRACT	32
*	SECTION V SCHEDULE OF REQUIREMENTS AND PRICE..	34
*	SECTION VI TECHNICAL SPECIFICATION	36
*	SECTION VII STANDARD FORMS	38
7.1	FORM OF TENDER	40
7.2	CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM.....	41
7.3	TENDER SECURITY FORM	42
7.4	CONTRACT FORM	43
7.5	PERFORMANCE SECURITY FORM.....	44
7.6	BANK QUARANTEE FOR ADVANCE PAYMENT	45
7.7	MANUFACTURER'S AUTHORIZATION FORM.....	46

INTRODUCTION

- 1.1 This standard tender document for supply, installation, Testing and commissioning of a Generator at Mosoriot Campus has been prepared for use by public entities in Kenya.
- 1.2 The following general conditions should be observed when using the document.
 - a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to the tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the tenderers.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document shall be modified to include:
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.

SECTION I - INVITATION FOR TENDERS

NOTICE DATE: TUESDAY DECEMBER 24, 2019

TENDER NO: KSUC/T/02/2018 2019

TENDER NAME: Tender for Supply, Installation, Testing and Commissioning of Generator at Koitaleel Samoei University College, Mosoriot Campus.

The University of Nairobi on behalf of Koitaleel Samoei University invite sealed tenders from eligible candidate for supply, Installation and Commissioning of a Generator at Kiotaleel Samoei University College, Mosoriot Campus.

1. Interested eligible candidates may obtain further information from and inspect the tender documents at **the Procurement Manager's office, Room 104, Administration Bloc 1st floor, Main campus** during normal working hours.(8.00am-5.00pm)
2. A complete set of tender documents may downloaded from Websites: procurement.uonbi.ac.ke , www.tenders.go.ke free of charge .Bidders who download the tender document shall email their names, contact details and tender number to manager-procurement@uonbi.ac.ke
3. Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
4. Tenders shall be accompanied by bid bonds of Ksh.10, 000.00 (Ten Thousand Shillings) in the form of bank guarantee, Insurance Company guarantee approved by the Public Procurement Oversight Authority, a letter of credit or guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or Women Enterprise Fund which must be attached to the tender document.
5. The Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and name be deposited in the Tender Box at **MOSORIOT CAMPUS, RECEPTION AREA, ADMINISTRATION BLOCK** or be addressed and posted to **KOITALEEL SAMOEI UNIVESITY COLLEGE, P.O Box MOSORIOT- KENYA** so as to be received on or before **TUESDAY JANUARY 14, 2020 AT 10.30AM.**
6. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **CONFERENCE HALL, MOSORIOT CAMPUS.**
7. Late bids will be rejected and returned unopened.

The University of Nairobi reserves the right to accept or reject a tender in whole or in part. Canvassing will lead to automatic disqualification.

MARY KARIUKI

Ag. PROCUREMENT MANAGER

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Eligible Equipment.....	6
2.3 Cost of Tendering.....	7
2.4 Contents of Tender Document.....	7
2.5 Clarification of Tender Documents.....	7
2.6 Amendment of Tender Document.....	8
2.7 Language of Tender.....	8
2.8 Documents Comprising the Tender.....	8
2.9 Tender Forms.....	9
2.10 Tender Prices.....	9
2.11 Tender Currencies.....	10
2.12 Tenderers Eligibility and Qualifications.....	10
2.13 Goods Eligibility and Conformity to Tender Document.....	11
2.14 Tender Security.....	12
2.15 Validity of Tenders.....	13
2.16 Format and Signing of Tenders.....	13
2.17 Sealing and Marking of Tenders.....	14
2.18 Deadline for Submission of Tender.....	14
2.19 Modification and Withdrawal of Tenders.....	14
2.20 Opening of Tenders.....	15
2.21 Clarification of Tenders.....	15
2.22 Preliminary Examination.....	16
2.23 Conversion to Single Currency.....	17
2.24 Evaluation and Comparison of Tenders.....	17
2.25 Contacting the Procuring Entity.....	18
2.26 Award of Contract.....	18
(a) Post Qualification.....	18
(b) Award criteria.....	19
(c) Procuring Entity's Right to Vary Quantities.....	19
(d) Procuring Entity's Right to Accept or Reject any or all Tenders.....	19
2.27 Notification of Award.....	20
2.28 Signing of Contract.....	20
2.29 Performance Security.....	20
2.30 Corrupt or Fraudulent Practices.....	21

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Ksh. 1000.00
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules

- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (xv) Request for Review Form

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

2.5 Clarification of Tender Documents

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

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

2.6 Amendment of Tender Documents

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

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- 5
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

2.9 Tender Form

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

- 2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.16
- 2.12.2 The documentary evidence of the tenderes qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- a) a detailed description of the essential technical and performance characteristic of the equipment
 - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
 - c) A clause-by-clause commentary on the Procuring entitys Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.14.2 The tender security shall be in the amount of Kshs.10, 000.00

- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
- a. Bank guarantee,
 - b. Insurance Company guarantee approved by the Public Procurement Oversight Authority,
 - c. A letter of credit
 - d. Guarantee by a deposit taking Microfinance institution, Sacco Society, the Youth Enterprise development fund or women enterprise fund which must be attached to the tender document
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
 - or
 - ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE **TUESDAY JANUARY 14, 2019 AT 10.30 AM**”

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2

not later than **TUESDAY JANUARY 14, 2019 AT 10.30 AM**

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

2.21 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, **TUESDAY JANUARY 14, 2019 AT 10.30 AM** at **MOSORIOT CAMPUS CONFERENCE HALL**. The tenderers representatives who will be present shall sign a tender opening register evidencing their attendance.

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

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

2.22 Clarification of Tenders

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

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

2.23 Preliminary Examination and Responsiveness

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

2.23.2 *The tender sum as submitted and read out during 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.*

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

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

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

2.24 Conversion to Single Currency

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

2.25 Evaluation and Comparison of Tenders

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

2.25.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.25.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.25.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.25.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) ***Delivery schedule***

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule***

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

(c) ***Spare parts and after sales service facilities***

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.26 Contacting the Procuring Entity

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

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

2.27 Award of Contract

(a) Post-Qualification

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

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

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

(b) Award Criteria

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

2.27.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

(c) Procuring Entity's Right to accept or Reject any or All Tenders

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

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>As indicated in the invitation to tender</i>
2.18.1	TUESDAY JANUARY 14, 2019 AT 10.30 AM
2.14.1	Tenders must be accompanied with a Tender Security in the form of Bank Guarantee or a Letter of credit. The amount of tender security required is Kshs 10,000/- valid for 120 days after the date tender closes.
2.15.1	Bid Validity Period is 120 days from date of tender submission
2.18.1	Time, date, and place for bid opening are: 14. 01.2020 at 10.30am
2.20.1	<i>As in 2.18.1 above</i>
2.29.1	<i>4% of the contract sum to be provided by the successful bidders</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	25
3.2 Application.....	25
3.3 Country of Origin.....	25
3.4 Standards.....	26
3.5 Use of Contract Documents and Information.....	26
3.6 Patent Rights.....	26
3.7 Performance Security.....	26
3.8 Inspection and Tests.....	27
3.9 Packing.....	28
3.10 Delivery and Documents.....	28
3.11 Insurance.....	28
3.12 Payment.....	28
3.13 Price.....	29
3.14 Assignments.....	29
3.15 Sub contracts.....	29
3.16 Termination for Default.....	29
3.17 Liquidated Damages.....	30
3.18 Resolution of Disputes.....	30
3.19 Language and law.....	30
3.20 Force Majeure.....	30
3.21 Notices.....	30

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of

- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

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

3.8 **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.9 **Packing**

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

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

3.10 **Delivery and Documents**

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

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

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

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

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

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

3.17. Termination for Convenience

3.18. Liquidated Damages

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

3.19. Resolution of Disputes

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

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

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

3.22. Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is late

SPECIAL IV -SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
- (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>4% of the contract sum to be provided by the successful bidders</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>AS PER THE ARBITRATION LAWS OF KENYA</i>

SECTION - V-SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.
- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

No.	Item Description	Country of origin	Qty	Unit Price Kshs	Installation Period	Installation Price	Total Price Kshs.
						Total Price Kshs.	

Authorized Official: _____
Name

Signature

Date

Signature of tenderer _____

Supplier’s Declaration:

I.....of P.O Box.....declare that;

- 1. I will not engage in any corrupt or fraudulent practice
- 2. Neither our company nor our subcontractors have been debarred from participating in Public Procurement Proceedings

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

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

SECTION D

GENERAL GENERATOR SPECIFICATION

INDEX

CLAUSE NO. DESCRIPTION PAGE NO.

1.0	General	D/1
1.1	Regulations and standards	D/1
1.2	Quality of materials and Manufacturing Standards	D/1
1.3	Labelling	D/2
1.4	Scope of works	D/2
1.5	Work by others	D/3
1.6	Compliance	D/3
1.7	Employers staff	D/3
1.8	Patent Rights	D/3

GENERATOR INSTALLATION

GENERAL SPECIFICATION

SECTION 1

GENERAL

1.0 GENERAL

This section specifies the general requirements for the generator installation shall apply except where otherwise specified. The sub – contract works shall comply with the general specification where read in conjunction with the particular specification and any other requirements of the specification as previously defined.

b) Regulations and Standards

The sub – contract works shall comply with the current Kenya Government Electrical and Mechanical Regulations, the relevant Edition of the Institution of Electrical Engineers’ Regulations for the Electrical equipment of buildings, herein-after referred to as the I.E.E. Regulations, and the By – laws of the Electricity Supply Authority. The Sub – Contract works where relevant shall comply with the following: -

- (i) British Standards Current Editions as Published
By the British Standards
- (ii) British Standards Institution and the Council for.
codes of practice
- (iii) Kenya Standards as published by Kenya Bureau
of Standards

1.2 Quality of Materials and Manufacturing Standards

Materials and apparatus required for the complete installation as called for in the particular specification or contract Drawings, shall be supplied by the Sub – Contract unless mention is made otherwise.

Unless equipment specified all materials shall be in new conditions and manufactured to appropriate standards of the British Standards Institution, the I.E.E. Regulations or other equivalent or approved standards.

Defective equipment or that damaged in course of installation or test., shall be replace or repaired to the approval of the Engineer.

Materials and equipment supplied by the Sub – Contractor shall be as specified and no variations will be permitted without written consent of the Engineer. Should any replacement be necessary, the Sub – Contractor shall bear the cost of any associated builder’s work and making good finishes.

1.3 Labelling

All plant, apparatus, equipment’s, valves, control panels, select switches, isolating equipment, terminals and cable cores shall be securely and properly labeled by the Sub – Contractor t the approval f the Engineer. The labelling shall be such to show clearly the identification f the item and if applicable its control function and the part of the system controlled.

1.4 Scope of works

The contractor shall supply, deliver, install and commission a complete diesel generator installation and ancillary equipment as shown on the contact Drawings and detailed in the specification. The contractor shall be responsible for all wiring from the generator control panel to the switchgear and other ancillary equipment therein, including provision of all control wiring for the generator installation.

The contractor shall supply free maintenance during the guarantee period and undertake to enter into a servicing agreement with the Employer if so requested at the current local market rates of payment for such agreement.

1.5 Work by others

Construction of the Generator Room and foundation for mounting the engines shall be carried out by others to the requirements of the Sub – Contractor. The Sub – Contractor shall however be responsible for the accuracy of the information regarding his requirements as declare at the time of tendering. Any subsequent changes in requirements asked fr by the Sub – Contractor shall be at the expense of the Sub – Contractor.

1.6 compliance

The tender shall give a statement of compliance with this specification as apart of his tender and shall be bound to that statement f compliance in all respect at all times during the execution of the works as detailed in this specification.

1.7 Employer's staff

The Sub – Contractor shall , if requested , arrange for the training of staff nominated by the Employer at the contractor's office at site or at the works of the manufactures supplying plant for the installation . The cost of providing adequate training within six months shall be quoted .

1.8 Patent Rights

The Sub – Contractor shall fully identify the purchaser and all others concerned against any action, claim or proceedings relating to the infringement of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect or any article or any part thereof included in the works . The design thereof shall have been supplied by the Sub – Contractor to the purchaser.

1.9 Liasin

The Sub – Contractor shall liaise fully with the main – contractor as mentioned in clause 1.5 and with the Electrical Sub – Contractor to ensure smooth and satisfactory completion of the works .

PART E
PARTICULAR SPECIFICATION
AND
CONDITIONS

PART E

PARTICULAR SPECIFICATION

AND

CONDITIONS

INDEX

<u>Section</u>	<u>Description</u>	<u>Page No.</u>
1	Particular conditions	E/1-E/2
2	Diesel Engine	E/3-E/6
3	Generator set	E/7-E/11
4	Control cubical	E/12-E/18

PART E
SECTION 1
PARTICULAR CONDITIONS

1.1 Location of site

The site of the proposed work is located at Koitalel Samoei University College, Mosoriot Campus, Nandi Hills County.

The following climatic conditions apply at the site of the works and all plant, equipment, apparatus, materials and installation shall be suitable for these conditions.

Maximum temperature	31°C
Minimum temperature	5°C
Average temperature	12oc to 25°C
Relative humidity range	48 – 93%
Altitude	

Rainfall can be extremely heavy at certain periods of the year.

1.2 Description of Project

The project comprised of the installation of a standby Generating set rated at 200 kVA (at site) including the ancillary plant.

1.3 Scope of works

The scope of work comprises the supply, erection, assembly, wiring, connection, testing, commissioning and setting to work, a 200 kVA standby Generator, together with a control panel in accordance with the specifications and contract drawings to provide a complete and operable installation.

1.4 Commencement of works

The Sub – Contractor in submitting his tender shall be deemed to have included for commencing any necessary works on site at such time as will comply with the main contractor's programme.

1.5 Duration of Contract

The Sub – Contractor shall be required to phase his work in accordance with the main contractor’s programme (or its revision). The programme is to be agreed with the main contractor.

1.6 Contract Drawings

The Sub – Contractor shall be deemed to have studied all relevant contract drawings and to have allowed for any necessary provision in his Sub – Contract works required thereby.

SECTION 2
DIESEL ENGINE

- b) The Cylinder block shall be made of one – piece cast iron. It shall have full length water jacket with circulation around each cylinder. The cylinder block shall have wet liners with rubber seal at the bottom end.

2.1 Cylinder head

The cylinder head for each bank of cylinders shall be of one piece and manufactured from cast iron . It shall be secured by stands of high tensil steel and be easily detachable . Valve seats shall be replacement

2.2 Pistons

The pistons shall be made of die cast aluminium alloy and tapered with a ground skirt . The pistons shall have at least three compression and two oil control rings. The combustion chamber and the valve recess shall be smooth contoured . The pistons shall have floating pins.

2.3 Valves

The valves shall have separate guides presses into the cylinder head. Operating shall be of the normal pushrod/rocker type with tappet adjustment at the rocket arm.

2.4 Fly – Wheel

The fly wheel shall be of heavy cast iron with close compelling type cast iron flywheel housing and shall have a gear ring bolted onto it. The gear ring shall have heat treated teeth.

2.5 Crankshaft

The crankshaft shall be forged steel with induction hardened main and pin journals. It shall be statically balanced and shall have replaceable , lime steel shell bearings.

2.6 Connecting Rods

The connecting rods shall be of „I“ section forged steel.

2.7 Fuel and Air system

The engine shall have a mono-block injection pump which is gear driven through flexible coupling. The fuel pump shall be integral and shall incorporate a hard primer. The engine shall have a multi-core injector nozzle. A fuel filter shall be

provided complete with a replaceable element and the engine shall have a heavy duty oil bath air cleaner.

2.8 Governor

The Governor shall be of the centrifugal type operating direct on the fuel line and shall be capable of maintaining the speed constant within 3% of nominal output in accordance with B.S.6498 Class A2.

2.9 Protection

The engine shall be provided with the following protective devices capable of providing audible and visible alarm signals at one or more remote locations .

- (a) Low lubricating oil pressure
- b) High lubricating oil temperature
- d) High cooling water temperature
- d) High engine speed

2.10 Instrumentation

The engine shall be provided with the following instruments to indicate the various speed and temperatures:-

- ii) Tachometer indicating the engine speed
- ii) Instrumentation to indicate the temperature of the lubrication oil.
- iii) Instrumentation to indicate the temperature of the lubrication oil
- iv) Instrumentation to indicate the pressure of the lubrication oil.
- v) Instrumentation to indicate the temperature of the cooling water.

2.11 Ancillary Equipment

The Sub-Constructor shall be responsible for providing the following ancillary equipment required for the installation:

- a) Exhaust piping and heavy duty silencer including flexible piping of the engine exhaust manifold. The exhaust piping provided shall be sufficiently long to cover the root shown on the construct drawings. The Sub- Contractor shall liaise with the main contractor for the final positioning of the exhaust pipe masonry duct has been provided to discharge exhaust fumes at root level.
- b) Fuel header tank 27 OGAL (1230 liters)with content gauge , drainpipe with cock, vent, gill connection and engine supply pipe with installation valve.

b) Basic set of tools and special tools r gauge required foe maintenance, all contained in a steel , lockable box . The tools may include but not limited to the following :-

- Set of open – ended spanners
- Set of ring spanners
- Set of box spanners with tommy bar
- Circlip pliers (internal and external)
- Normal pliers
- Insulated crocodile pliers
- Set of insulated screwdrivers
- Hammer
- Valve spring compression tool
- Piston band assembling set
- Set of feeler gauges
- Valve grinding tool
- Cleaning outfit for injector nozzle

d) Semi-rotary hand pump to be mounted adjacent to the header tank with necessary piping from pump to header tank

2.12 Cooling system

Unless otherwise specified elsewhere, a suitable radiator shall be provided for the cooling water and lubricating oil requirements of the engine when operating under thew site conditions stated . This shall be complete with the engine driven fan and drive , guard for fan and drive , belt tensioner and all integral oil and water piping connections.

A suitable duct form the radiator face flange , extending to the ending roomwall, total distance one meter, shall be supplied incorporating a flexible section if required.

Circulation of both lubricating oil and primary water shall be centered for by means of geared or belt driven pumps , integral with the engine .

A thermostatic by-pass shall be fitted in the water outlet from the engine to give a quick warm up and even temperature control over the load range.

2.13 Lubrication

The engine components shall be lubricated via a pressure oil system from an integral oil pump driven by the engine. The system shall incorporate oil filters, the secondary oil filter being of the changeable type. A suitable relief valve shall be provided to maintain the pump discharge pressure within safe limits.

2.14 Starting

The engine shall start up by means of a D.C motor which shall be supplied from a set of rechargeable batteries of an appropriate voltage and of such a capacity as to enable up to ten start-ups in one hour when fully charged.

2.15 Compliance

The equipment and installation shall comply with B.S.649 and also with C.P. 323.

The Sub- Contractor shall in his statement of compliance confirm that the engine would be capable of running on class „A“ fuel to B.S. 2869 : 1957

2.16 Noise level

The Sub-Contractor shall state in his statement of compliance the level of noise in decible expected in the engine room.

2.17 Ancillary power requirements

In selecting the size of the diesel engine, the sub-contractor shall make suitable allowances for power requirements for the cooling system, the lubricating system and any other requirements that may be necessary for that set.

2.18 Ventilation

The sub-contractor must ensure that adequate ventilation in the generator room is provided.

SECIION 3

GENERATOR SET

2.0 Alternator

The alternator shall be of 12 wire reconnectable brushless type rated at 0.8 p.f. lagging in accordance with B.S.2613: 1975 and having a revolving field, as single self aligning roller bearing and solid ½ coupling to connect to the engine.

The alternator shall be screen protected , drip –proof and shall be wound with high temperature , tropicalised class B insulation of the stator and class F insulation on the rotor. The stator frame shall be barrel design with conventional two layer winding in semi enclosed skewed slots, pitched to give a good wave –form with low harmonic content.

The rotor core shall be specially constructed with strip winding to obtain maximum cooling effect from the fabricated fan, with separate air circuits cling the rotor and stator.

3.1 A.C Exciter

An A.C. exciter of direct – coupled flange mounted type shall be supplied. The exciter frame shall of modular iron and shall serve additionally as the bearing housing. The exciter armature shall be mounted on a tab on the alternator shaft. Connections shall be taken to the rotating rectifiers, which shall be carried on aluminum castings, from the main room.

3.2 Automatic Voltage Regular

A thyristor type static automatic voltage regulator shall be built into the machine. This regulator shall incorporate a meter diode bridge reference voltage circuit, thyristor drive reactor with series silicon diode and a further cmmutating diode. Under steady conditions, the automatic voltage regulator shall maintain the voltage within $\pm 2 \frac{1}{2}\%$ for all balance loads between no load and full load at power sectors between unity and zero lagging . The automatic voltage regulator shall be complete with hand-operated manual control potentiometer which shall be fitted in control panel

The voltage level controls shall enable the terminal voltage to be adjustable within the range - 5% to – 10%

The voltage drop controls shall be adjustable for proper division in reactive KVA when operating in parallel with other alternators.

The voltage gain controls shall be adjustable to compensate for engine speed variations when operating with a speed-droop governor.

After any change of load, the voltage shall not vary by more than $\pm 15\%$ the rated voltage, and shall return to within $\pm 3\%$ within 3 seconds , and to within $\pm 2.5\%$ of rated voltage within 15 second . On starting, the voltage overshoot shall not exceed 15% and shall return to within $\pm 3\%$ within 3 seconds.

3.3 Terminal box

Any suitably dimensioned terminal box suitable for conduit or cable entry shall be supplied with undrilled gland plate.

3.4 Rating

The machine shall be continuously maximum rated accordance with B.S. 2613 and shall give the out put specified in the particular specification. Allowance shall be made for a 10% overload for one hour in any 12 hours without any injurious overheating

3.5 Engine Rating

The engine driving the generator set shall be rated in accordance with B.S. 649:1958 and shall be derated owing to site conditions that the specified electrical output is obtain from the alternator. The sub-contractor shall provide additionally labelling on the generator distinguish clearly the nameplate rating and the actual ratings on site.

The tenderer's manufacturer's catalogue should indicate the percentage reductions from the nameplate rating resulting from altitude and inlet temperature for any of the following engine variations:-

- (a) Naturally aspirated
- (c) Turbo-charged without a charge air cooler
- (c) Turbo-charged with a charge air cooler

3.6 Radio Interference Suppression

The generator sets shall be suppressed for radio interference in accordance with B.S. 833 and C.P. 1006.

3.7 Duty Performance

The generator will be used as a standby duty generator.

3.8 Generator Set Specification

The generator shall be rated for the following parameters after suitable derating for the site service conditions and allowing for power requirements for integral cooling system, lubricating system and any other integral parts of the set

	Generating output	200kVA
	Power factor	0.8 lagging
	No lad voltage	415 volts
	Phases	3
	Frequency	50HZ
	Speed	1500 r.p.m
	Ambient temperature	up to 45 ⁰ C
3.9	Testing and Commissioning	

The Sub-Contractor shall include for fully commissioning the set and its control equipment, and for the purpose of the required tests, shall provide all necessary instruments, tools, fuel and lubricating oil.

The tests and checks shall be carried out by the Sub-Contractor in the presence of the D.R or his representative, as applicable.

- i) Check that the main frame is level in all directions, engine and generator shafts are in proper alignment and the vibratic absorbing devices are properly installed and locked.
- ii) Check water and sump oil levels and that the water jacket is in working order
- iii) Check the battery electrolyte levels and the specified gravity
- iv) Ensure that sufficient oil is in the fuel tank for a two hour test run
- v) Examine the containers in which the fuel and lubricating oils were delivered and check that the type of oils is recommended for the unit.
- vi) Check that the engine block water drain points are free from sludge and other blockages
- vii) Check engine bolts, main drive coupling, valve, clearances, fuel pump settings, governor settings, pipe lime connections, water hose, exhaust couplings, flexible pipe-works etc. and the ball valve and overflow work.
- viii) Check all out-going connections on the generator and at the control panel. All lugs for principal connections shall have clean and bright contact surfaces. A suitable abrasive material shall be used where necessary
- ix) Check access panels and doors for proper opening and closing and for the functioning of any interlocks fitted.
- x) With the set isolated form the main supply and the selector switch in the „manual“ position, start the engine by means of „start „ push button and allow it to run up to normal speed. Check that during the time the engine starter motor is in operation, the main battery charger is automatically switched off to avoid it being overloaded by the reduction in voltage across the battery.

- xi) Check instruments and gauges for normal operation and response and that the generator voltage is being maintained within the prescribed limits, making due allowance for no-load conditions. Compare the reading of the frequency meter with that of the engine tachometer
- xii) Stop engine by turning selector switch to „off“ position and Verify that generator contactor opens at between 95% and 85% of normal voltage. Recheck water and oil levels .
- xiii) Turn selector switch to auto position. Disconnect the sensing circuit supply and check that the set starts , the main contactor opens and the generator contactor closes in correct order Reconnect the sensing circuit to verify that the engine stops on restoration of the main supply and that the contactor operates correctly. Check voltage sensing time delays on each face in turn and also that the push buttons for main failure simulation and engine stopping operate correctly.

N.B. Running of the engine for any length of time under no load condition is undesirable and tests calling for such operation should be carried out in a short a time as is consistent with thoroughness.

- xiv) Operate the necessary isolators and switches to put the set on stand-by for essential services network with the selector in the “auto” position, and Using the main failure simulation push , verify that the set operates correctly with the appropriate delay for taking up load and that the carrying of the load and its distribution over the 3 phases are satisfactory.
- xv) Run the set at various loads for periods totaling to at least 30 minutes. Check the voltage and current in each phase in turn and that the voltage and frequency are being maintained within the required limits with large alterations of loads.
- xvi) Check the operations of the turbo charger units and the color of the exhaust gas at various loads.
- xvii) Check that the various engines safeguards operate satisfactorily.
- xviii) Check the vibrating absorbing devices for proper operation and that the performance of all flexible connections, both mechanical and electrical , is satisfactory.
- xix) Re-check the lubricating oil and water level replenish the fuel oil tank and leave the set in normal operating order.
- xx) An initial supply of all lubricating oils and greases shall be provided by the sub-contractor.

SECTION 4

CONTROL CUBICLE

4.0 General

The control panel shall be totally enclosed type plant mounted on anti-vibration on the alternators, fitted with removable covers giving access to the control gear, terminal and connection blocks and un-drilled gland plates for cables entry and shall be finished in stove enameled gray hammer paint.

The control panel shall be rated at 300A

4.1 Function

The control cubicle shall house the start/stop buttons and protection systems and shall be complete with all the necessary relays and circuitry to the following requirements.

4.2 Control and logic station

Facilities shall be available with suitable fuse protection for the following functions:-

- a) Manual start.
- b) Manual stop
- c) Stall lock-out, i.e. a look-out to prevent re cranking of an engine upon fuel failure, or stall conditions.

4.3 Protection circuits

Suitably fused protection circuits, for oil , water, speed and one spare shall be allowed for. The first stage protection shall be by means of fail-safe circuits, while the second stage shall be energised on halt circuits.

All circuits except over speed shall be commissioned after a delay following engine startup.

The circuits for:-

- a) Lubricating oil pressure
- b) Water temperature
- c) Spare

Shall be either alarm, or alarm and shutdown. The latter shall be achieved by means of a link within the control panel.

The circuit for engine over speed shall give simultaneous alarm and short down.

When the engine has a fault condition, the protection circuits shall still accept further faults. Once a shut-down signal has been given, the protection circuits shall be locked on as :

- i) Not to give further fault indication as engine stops.
- ii) To give indication of fault condition even when the engine has stopped

The fault circuit shall be re-set by pushing the “ re-set” button.

One audible alarm mute shall be provided for each fault channel. This shall mute the alarm for the fault causing the alarm, but shall leave the klaxon prepared for further faults.

4.4 Switching section

A suitably fused switching section for engine functions as per list below shall be provided:

- a) Fuel rack solenoid (start or stop)
- b) Starter motor solenoid via a repeater

4.5 Indication

Indicator lamps as per list below shall be provided:

- a) Engine running and protection circuits commissioned –green.
- b) Fault parameters-all read

The indication circuits shall have a lamp test push button by means of which the lamp filaments can be tested

4.6 Control switching

A rotary switch with off/no positions, to switch the control circuit suppliers. In the „ ON” position the engine shall be started by depressing a push button and stopped by depressing a „Stop” push button.

The indicators, switches and push buttons shall be mounted on the front panel of chassis unit.

4.7 Alarm

The Sub-Contractor shall supply and install Klaxon which is loud enough to be heard even when the engine is running. The supply for this Klaxon shall be obtained from the control cubicle through suitably rated fuses.

4.8 Mains Detection

A mains detection unit which can register a mains voltage failure under the following conditions shall be provided:-

- a) Failure of any one or more phases
- b) Incorrect phase sequence
- c) Low volts on any individual or all phases- i.e. below 85% of normal voltage.
- d) Excessive frequency change i.e. ± 3 HZ.

The failure conditions shall be used to provide a start signal for the stand-by engine after a delay. The delay shall be adjustable and shall ensure the failure is not a transient condition.

Mains detection units shall receive their sensing supplied from the busbars feeding the load.

4.9 Switching, Instrumentation and Controls

The following equipment shall be provided by the generator supplier:-

- a) Moulded case air circuit breaker, triple pole and neutral, with magnetic release to provide alternator short circuit protection, trip free handle and shunt trip
- b) One bolted neutral link
- c) Alternator voltage trimmer regulator
- d) 3 No. one per phase, flush mounting ammeters
- e) One No. flush mounting voltmeter
- f) One No. voltmeter rotary selector switch
- g) One set of control circuit instruments and the accompanying fuses
- h) All internal wiring, terminals cable lugs, legends and one main earthing bar
- i) One No. frequency meter vibrating leaf type
- j) One No. governor motor raise and lower switch.
- k) Cable boxes and glands to suit
- l) One No. Kilowatt-hour meter

4.10 Terminations

All internal wiring terminations shall be numbered and marked with ferrules.

4.11 Earthing

The Sub-Contractor shall be responsible for ensuring that the Earthing of the generator neutral is carried out efficiently and that the resistance of the generator neutral from the earth does not exceed one ohm.

The Sub-Contractor shall be responsible for the installation of a set of earth electrodes, the electrodes shall comprise four earth rods, installed in pairs, each pair connected together and to the earth bus-bar by an insulated stranded conductor. The earth rods shall be 2m long by 15mm diameter, extensible type “copperweld” or other equal and approved, each pair of the electrodes shall be located not less than 3m apart, the first pair being not less than 3m from the building.

The head of the earth rods shall be driven to 300 mm below the surface of the ground and enclosed in a concrete box with a concrete inspection cover.

The Sub-Contractor shall ensure that the Earthing system of the generator is adequately bonded to the parameter earth system of the „normal „supply.

All Earthing shall be carried out in accordance with appropriate section of the I.E.E. Regulations

4.12 Trickle Counter

The trickle counter shall have rating and service parameters such as to keep the engine start batteries fully charged and ready for service wherever required. When the engine is running the batteries shall be charged from integral dynamo .

4.13 Hours Counter

The sub-Contractor shall allow for the installation of an hours counter on the control panel of the generator.

4.14 Automatic Change-over Contactor Unit

- a) A contactor unit shall be provided which on failure of the normal electricity supply will automatically initiate the starting of and effect the transfer of load to the stand-by generator. The unit shall contain power contactors and ancillary apparatus as specified.
- b) Failure of the normal supply shall mean complete loss of voltage or the falling below 85% of the normal voltage between any two phase or phase and neutral.
- c) The power circuit shall consist of two contactors feeding a common busbar to which the load will be directly connected. One contactor shall control the normal supply, the other stand-by supply: they shall be electrically and mechanically interlocked so that they can not both be closed per the same time.
- d) On failure of the normal supply, the unit shall operate in the following manner:-
 - (i) After delay, adjustable from 0-5 seconds (to avoid operation by a transient dip in voltage) a signal shall be given to start the stand-by generating set.
 - (ii) On receipt of a signal from the stand-by generating set that it is ready to take the load and providing that the failure of the normal supply still persists, the normal supply contactor shall close. If the normal supply has been restored

before the change over has taken place, the contactor shall not operate and the starting delay contacts shall open to initiate the shutting down of the stand-by generating set.

- e) When the stand-by supply is in operation and the normal supply is restored and remains within 10% of rated voltages on all phases for a preset time (adjustable to 30 seconds) the stand-by contactor shall open and the normal contactors shall close: the starting relay contacts shall then open to shut down the stand-by generating sets.
- f) Provision should be so made that automatic return to normal supply can be prevented if required
- g) Once a start signal has been sent to the stand-by generating set the engine starting sequence shall be allowed to continue until the set is ready to take the load before stopping signal is sent
- h) By addition of external connections the following facilities shall be available:-
 - i) Remote starting of the stand-by generating set and transfer of the load to it.
 - iii) Restoration of the normal supply on failure of the stand-by generating set
 - j) Each switch shall be labeled with its duty and each position shall be marked.

The following switches shall be fitted :-

- i) Contactor control switch, with make before break contacts and „Hand“ and „auto“ positions. In the „Hand“ position the unit shall be controlled by the “Contactor Hand Control Switch”. In the “auto” position the unit shall operate automatically irrespective of the position of the “ Contactor Hand Control Switch”.
 - ii) A contactor hand control switch: with „ stand-by“ and „normal“ position.
 - iii) An auto-return switch: having „ on“ and „off“ positions. In the „on“ position the return to normal supply shall be automatic when the normal supply is restored .
 - iv) Contactor By-pass switches: shall be provided to enable the essential load circuits to be served direct from the normal supply to enable the generator and / or the control equipment to be serviced. The By-pass switches shall be provided with a suitable and conspicuous label warning against leaving the generator in the disconnected position.
- k) Indicating lamps shall be provided. They shall be appropriately labeled easily visible and shall give the following information :-
- i) Normal supply available.
 - ii) Stand-by supply available
 - iii) Normal supply in use.
 - iv) Stand-by supply in use.

- l) A push button labeled „test“ shall be provided to enable a failure of normal supply to be simulated. If the button is pressed and released the equipment shall complete the starting sequence and when the set is ready to take the load it shall be shut down. If the button is held depressed the equipment shall change over to the stand-by supply when the set is ready to take the load .
- m) The control circuit supply shall be either 12 volts or 24 volts d.c. depending upon the starting battery and charger.

No current shall be drawn from the control supply when the unit is accepting the normal power supply.

PART D
SCHEDULES

SCHEDULES

Listing of Schedules

- | | | |
|----------------|---|--|
| Schedule No. 1 | - | Summary of information for tenderer |
| Schedule No. 2 | - | Technical details of the set offered by the tenders. |
| Schedule No. 3 | - | Deviations from the specifications |
| Schedule No. 4 | - | List of tools to be supplied with the set |
| Schedule No. 5 | - | List of spare parts and lubricants to be supplied with the set |
| Schedule No. 6 | - | Earthing |
| Schedule No. 7 | - | Price summary |

The tenderer shall base his tender on information which is given in Schedule No. 1 . He shall complete Schedule No. 2 in full with details of the set he is offering. Any equipment which he wishes to offer but which does not comply with the specification would be fully detailed in schedule No. 3 together with details of any other deviations or omissions which he may wish to make .

The tenderer shall also complete schedule N0.4, 5 and 6 and insert his price for this items in the price summary when he completes schedule No.7

Any tender which is submitted without the schedule having been fully completed may not be considered .

SUMMARY OF INFORMATION FOR TENDERER

The tender is advised to read the relevant section of the specification for full details of the items summarised

Item Clause	Requirements	Ref
1. <u>Operating conditions</u>	For the proposed treasury Annex	1.2
Site	Koitalel Samoei University College, Mosoriot Campus,	
Altitude	1775m above sea level	
Relative humidity range	48-93%	
To operate in	Un heated building	
Dust conditions	Dust laden atmosphere	
2. <u>Duty</u>	Mains Failure Unit and Stand-by Power	3.7
	10 starts per hour	2.14
3. <u>Performance</u>	200 kVA 415 volts	
	3 phase 50 HZ	3.8
4. <u>Set Arrangements</u>		
Weather proof roof and Side panels	Not required	
5. Remote Governor Control	Not required	2.8
6. Aspiration	Natural	3.5
7. Manual start	required	4.2
8. Sump heater	Not required	
9. Silencer :- details of Additional pipe work and Fittings is required		2.11a
10. Daily service tank :- Capacity if other than 24 hours litres /..... hours	2.11b
Transfer pump	Hand pump	2.11d
Auxiliary fuel tank :-		

Sitting Capacity	Required	
11	Fuel jettison cok for	
	(a) daily service tank	
	(b) Auxiliary fuel tank	required
12	engine instrument	
	Details if not as standard	2.10
13	cooling system	required
		2.12
14	Electrical control panel	
	Main switch	circuit breaker
		4.9
	Provision of parallel running	Not required
	Kilowatt - hour meter	required
15	lockout remote indication circuit	required
16	fire service terminal	required
		4.9
17	Earth fields	required
18	Building drawing	required
19	Maintenance period	12 months

**SCHEDULE NO. 2 - TECHNICAL DETAILS OF THE SET OFFERED BY
TENDERER**

Item	Details
1. Diesel Engine	
	Make (cummins Engine not accepted)

Type	_____

Bore	_____mm_____

Stroke	_____mm_____

Net continuous rating (B.s.649)	_____kVA_____
	(a) at sea level kVA
	(b) at site Rev min
speed	
year this type put into service	
Total number sold	
	(a) worldwide
	(b) in East Africa
	(c) in Kenya
Aspiration	

Make		
Type		
Number in use		
Thermometers		
Make		
Type Pyrometers		
Make		
Type		
Air Cooling		
Quantity of air required		M3/sec
Schedule No. 2 (Conti.'d.)		
Item	Details	
Details of deducting		
Water cooling:-		
Details of water cooling circuits		
Radiator		
Make		
Type		
Length	mm	
Breadth	mm	
Heigth	mm	
Aspiration metod		
Quantity of air required	m3/sec	

SCHEDULE NO. 2 – (Cont'd)

6. Performance data

Fuel consumption	Rated output %	Consumption Kg/KWh
	110	
	100	
	75	
	50	
Maximum output at site	Ambient tempt (°C)	Out-put (KVA)
	40	
	80	
	20	
	20	
	10	
Item	Details	

6. Performance Data (Cont'd)

Critical speeds – rev/min

Cyclic irregularity

Voltage regulation

Frequency regulation

Time to accept 75% full load
From 5°C

Time to accept 100% full load
From 50C

7. Physical Details

Daily service tank for 24 hour
Operation – capacity

- size

Total weight of set

Overall dimensions of set

Weight of heaviest component

Weather proofing

8.Operational Details

Description of operation

Sequence of the automatic control (where fitted)

Details of drawings, literature,
Etc, included with tender

9. Delivery Details

Time in weeks from
acceptance of tender to
delivery of all equipment to
site

Weeks

Time in weeks from
Acceptance of tender to
Commissioning tests

SCHEDULE NO. 3. - DEVIATIONS FROM THE SPECIFICATION

The tenderer shall give below details of any equipment which does not meet the specification, or any other deviations, omissions, additions or alternatives in respect of the set which he is offering.

If none, write none.

SCHEDULE NO. 4 -

LIST OF TOOLS TO BE SUPPLIED WITH THE SET

The following tools shall be handed over to the Engineer before completion of the contract:-

Item	Details	Prices (Kshs)
	<ol style="list-style-type: none">1. Metal tool box with lock and 2 keys2. Set of 8 No. Chrome Vanadium ring Spanners in sizes to suit the set3. Ditto open ended spanners4. Set of 3 scawdrivers, 75mm, 200mm and 300mm Plus one 200 mm Phillips types.5. One set of feeler gauges6. One grease gun to suit greasing points7. One oil can, trigger type8. One hydrometer and plastic filler Bottle with puring spout.	

Total carried forward to price
Summary Schedule

The tenderer shall give below details of any special tools which he recommends should be purchased as an optional extra.

Details

Price

Signed (as in tender)

Date

**0SCHEDULE NO. 5 LIST OF SPARE PARTS AND LUBRICANTS
TO BE SUPPLIED WITH THE SET.**

The following items shall be handed over to the Engineer before completion of the Contract. They shall not be used by the Contractor to carry out his normal maintenance.

Item	Details	Prices (Kshs)
1	Oil filters –3 No.	
2	Air filters – 3 No.	
3	One injector to suit the set	
4	One set of indicator bulbs comprising ----- belts.	
5	One set of indicator lenses comprising ----- lenses	
6	One overall kit	
7	One set of fuses comprising fuses	
8	One set of fuses comprising ---- fuses	
9	One 200 liter drum of sump oil of grade	
10	One 2kg tin of grease of grade	
11	One 10 litre plastic container of drilled water.	

Total carried forward to price summary schedule

Tenderer to fill in the details

The tenderer shall give below details of any other spares which he recommends as an optional extra.

Details

Price

Signed (as in

tender).....Date.....

SCHEDULE No.6 - earthing

The tenderer shall insert his prices for the following items. The

Item	Details	Price (Kshs)
1	Supply and install 4No steel cired copper earth rods, 1200mm x 12mm threaded for extension, connected by brass clamps to 30 metres of 25mm x 3mm copper aersh tape laid in trenches of minimum depth 300mm and fixed to the wall of the generator room with brass spacer bar saddles at 1 metre intervals, connected to the station earth bar via a brass test clamp.	
Total carried forward to price Summary schedule		

Price per additional earth rod.....
kShs. Price per
 additional meter of earth
 Tape.....kShs.

Signed (as in tender).....
 Date

SCHEDULE NO. 7 - PRICE SUMMARY

ITEM	DETAILS	PRICE (KSHS.)
1.	Supply of set Installation of set Supply of control panel and cabling Installation of control panel and cabling Commissioning of set Supply of " AS FITTED" drawings and maintenance manuals Schedule No. 4 - supply of tool kit Schedule No. 5 - supply of spares and lubricants Schedule No. 6 – Earthing Provisional sums Any other item which the tenderer wishes to add (if nil, write nil)	500,000.00

TOTAL CARRIED FORWARD TO FORM OF TENDER

In words.....
.....

signed (as in tender).....

For and on behalf.....

Date.....

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.8 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)*) in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:		
Business Name		
Location of business premises.....		
Plot No.....	Street/Road	Postal Address
Tel No.		E mail
Pin.....		
Business Permit No.....		Expiry Date.....
Tax Compliance No.....		Expiry Date.....
Nature of Business.....		
Registration Certificate No.....		
Maximum value of business which you can handle at any one time – Kshs.....		
Name of your bankers Branch		
Part 2 (a) – Sole Proprietor		
Your name in full		Age
Nationality		Country of origin
• Citizenship details		
Part 2 (b) Partnership		
Given details of partners as follows:		
Name	Nationality	Citizenship Details
Shares		
1.		
2.		
3.		
Part 2 (c) – Registered Company		
Private or Public.....		
State the nominal and issued capital of company-		
Nominal Kshs.		
Issued Kshs.		
Given details of all directors as follows		
Name	Nationality	Citizenship Details
Shares		
1.....		
2.....		
3.....		
Date		Seal/Signature of Candidate.

7.3 TENDER SECURITY FORM

Whereas [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment] (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _ _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank] _____

(Amend accordingly if provided by Insurance Company)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

7.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [description of goods] (hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.6 **BANK GUARANTEE FOR ADVANCE PAYMENT**

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date] _____

7.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.9

FORM RB 1

REPUBLIC OF KENYA

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

PRELIMINARY EVALUATION CRITERIA

A: MANDATORY REQUIREMENTS

The tenderer must provide the following information and provide copies of documents to support the information given.

Criterion	Particulars Provided	Scores	
		YES	NO
Sealed Original and Copy of the tender in separate envelopes as „Original“ and „Copy“ The envelopes then shall be sealed in an outer envelope	Evidence to be availed is the „Original and „Copy		
Tender Security (Ksh.10,000.00)	Evidence to be availed is Tender Security		
Incorporation/Registration certificate	Evidence to be availed is the certificate		
Form of Tender Questionnaire – Duly Filled and signed	Evidence to be availed is duly completed and signed form		
Confidential Business Duly Filled and Signed	Evidence to be availed is duly completed and signed form		
Business Permit	Evidence to be availed is the certificate		
Tax Compliance Certificate	Evidence to be availed is the certificate		
PIN Certificate	Evidence to be availed is the certificate		
Audited Accounts for the last 3Years ➤ 2017 ➤ 2016 ➤ 2015	Evidence to be availed is certified Audited Accounts		
References of at least 2 Clients Supplied with Similar Equipment/works	Evidence to be availed is letters from the referees		
Responsive			
Non-Responsive			

B: TECHNICAL EVALUATION CRITERIA (Total Points 80)Technical Capability Assessment Total Score **80 marks** pass mark **Score 64 marks (80%)**

Criterion	Particulars Provided	Total Marks	Marks Earned
Show of experience and past performance on works of similar nature within the past five years and details of current work on hand and other contractual commitments.	Required	10	
Conformity to Technical Specification as provided in the tender documents	Required	45	
Qualification and experience of key personnel for administration/ execution of contract on and off site	Required	10	
Schedule of plant equipment and or material to be imported for purpose of the project	Required	3	
A draft of program of works and implementation schedule	Required	10	
Details of litigation or arbitration in which the tenderer is involved (if any)	Required	3	
Delivery period	Required	5	
Warranty	Required	4	
Total Score		80	

NB: Bidders **must** paginate all the tender documents submitted from cover to cover

C: FINANCIAL EVALUATION CRITERIA

As deduced from the audited accounts

The purpose is to evaluate the financial strength of the bidders and the Total Score is 20 Marks with a Pass mark of 14 Marks (70%)

Criterion	Observations Made	Scores	Marks Earned
Audited Accounts (2017,2016,2015)	Yes	Yes	Yes /No
Turnover			
Working capital		5	
Liquidity ratio		5	
Gearing ratio		5	
Profitability ratio		5	
Total Score		20	

D: POST – QUALIFICATION

Criterion	Observations Made		
Confirmation of Business Name & Physical Address			
Confirmation of Originals of Attached Documents			
Composition Of Staff <ul style="list-style-type: none"> ➤ Management ➤ Technical ➤ Supervisory ➤ Support 			
Name And Qualification Of Key Management & Technical Staff 1: 2:			
Nature of Operations(relevant) to the tender applied for			
Size Of Business <ul style="list-style-type: none"> ➤ Large ➤ Medium ➤ Small 			
Major Principals Represented			
Premises <ul style="list-style-type: none"> ➤ Owned ➤ Leased 			
TOTAL			

E. TECHNICAL EVALUATION COMMITTEE'S RECOMMENDATIONS

The evaluation of the tender and the tenderer by the Technical Evaluation Committee will be summarized as follows:

Major Area Of Concern	Indicators From The Evaluation Exercise	Aggregated Scores
Responsiveness of Tender To University/Public Procurement Act Requirements	Mandatory Requirements	Yes/No
Responsiveness of Tender to University Technical Specifications.	Conformity to Technical Specifications	80
Financial Ability of Tenderer to meet the Specific Performance Targets of the tender	Financial Capability	20
TEC Decisions	Recommended or Not recommended	100