

**BANKI
KUU YA
KENYA**



**CENTRAL
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TENDER DOCUMENT

**TENDER FOR SUPPLY, INSTALLATION TESTING AND COMMISSIONING
OF 700KVA GENERATOR SUB-CONTRACT FOR PROPOSED
CONSTRUCTION OF NGONG POLICE COMPLEX FOR CENTRAL BANK OF
KENYA**

TENDER NO. CBK/53/2020-2021

CLOSING DATE: 10TH MARCH, 2021 AT 10:30 A.M

GUIDELINES IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of document required to form the bid document:

No.	Documents forming part of the bid	Tenderers Remarks
1	The main sections of the tender document that includes: Section I – Invitation to Tender; Section II – Instruction to Tenderers; and Section III – General Conditions of the Contract Remain as they are in the tender document	
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Duly completed Confidential Business Questionnaire in the format provided in this tender document.	
4	Copy of the company’s current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	
5	Documentary evidence of liquid assets and/or availability of credit facilities of a value of at least Kshs.5 million (Kenya Shillings Five Million) . (Attach copies of certified bank statements for the last six months (From 1 st August, 2020 to 31 st January,2021) OR letter of credit line from a financial institution registered by Central Bank of Kenya that is valid. The documents so provided may be verified for authenticity).	
6	Original Tender Security (Bid Bond) of Kshs 50,000 in the form provided in this tender document valid for 150 Days from the date of tender opening	
7	Documentary evidence of the Company’s valid registration by National Construction Authority as an electrical Works Contractor Category NCA 6 and above	
8	Documentary evidence of the Company’s valid annual practising license from the National Construction Authority as an electrical Works Contractor Category NCA 6 and above	

9	Documentary evidence of the Company's valid license from the Energy and Petroleum Regulation Authority (EPRA) as an electrical Works Contractor in class B and above	
10	Provide Manufacturer's or authorization letter confirming the bidder as dealer in the region for the proposed type of Generator quoted. The letter should indicate the make and country of manufacture of the generator	
11	List of at least five (5) clients with references (names and telephone of contact persons) to which the company has supplied and installed similar generators each valued at KShs.2,000,000 and above in the last 7 years. The Bank may undertake due diligence on the list. Note: Bidder to provide copies of contracts and completion certificates/letter from the client confirming execution of the contract & amount.	
12	List of at least four (4) Qualified Technical Staff in the company in mechanical, electrical or related field	
13	Financial proposal containing priced Bill of Quantities. Prices to be quoted inclusive of all taxes	
14	Duly filled and signed Form of Tender in the format provided in the tender document	
15	Copy of Company profile.	
16	Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments	

SECTION 1: INVITATION FOR TENDERS

1. The Central Bank of Kenya invites sealed tenders from eligible suppliers for supply, installation, testing and commissioning of 700KVA Generator sub-contract for Proposed Construction of Ngong Police Complex in Ngong, Kajiado County.
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **The Director, General Services Department, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke** during normal working hours.
3. A complete set of tender document containing detailed information may be downloaded from the PPIP website: www.tenders.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke at no cost. Bidders who download the tender document are advised to register their participation in the tender using the Email: supplies@centralbank.go.ke.
4. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
5. Tenders must be accompanied by a **Tender Security of Kshs. 50,000.00**, valid for **150 days** from the date of tender opening. Failure to attach the Tender Security will lead to automatic rejection of the tender.
6. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Green Tender Box No. 3** at the main entrance, ground floor of **Central Bank of Kenya along Haile Selassie Avenue**, so as to be received on or before **10th March, 2021 at 10.30 A.M.**
7. Tenders will be opened on **10th March, 2021 at 10.30 A.M** in the presence of the Candidates or their representatives who choose to attend the opening in the **Conference Room on Mezzanine Floor**, Central Bank of Kenya Head Office in Nairobi.
8. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.

**DIRECTOR,
GENERAL SERVICES DEPARTMENT**

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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 the Public Procurement and Asset Disposal Act, 2015.
- 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 1,000.00

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

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
 - (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 2.1

2.12.2 The documentary evidence of the tenderers 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 entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the 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 not exceeding 2 percent of the tender price.
- 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) Cash
 - b) A bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Letter of credit.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
 - 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28
 - c) If the tenderer rejects correction of an arithmetic error in the tender.

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 unamended 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 (day, date at time of closing)"

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than (*the time and date specified*).

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

2.18.3 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

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*the time, and the date*) and in the following location. (*address of the procuring entity*)

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other

details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination and Responsiveness

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

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

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The 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.

2.24.3 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.

2.24.4 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;

2.24.5 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.

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

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

2.25 Contacting the Procuring Entity

2.25.1 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.

2.25.2 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.

2.26 Award of Contract

(a) **Post-Qualification**

2.26.1 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.

2.26.2 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.

2.26.3 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

2.26.4 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.

2.26.5 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 is 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 this tenderers 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.

2.30.2 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.

2.30.3 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

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.

Clause Reference	Particulars of Appendix to Instructions to Tenders
2.1.1	The eligible tenderers are manufacturers or authorized dealers in the region of Generators
2.3.2	Tender document shall be downloaded from the PPIP website: www.tender.go.ke or The Bank's Website: www.centralbank.go.ke at no cost
2.4	Documents listed as "xi, Bank Guarantee for Advance Payment Form" do not form part of this tender document.
2.11.1	Prices to be quoted should be expressed in Kenyan Shillings.
2.14.2	Tenders must be accompanied by a Tender Security of Kshs. 50,000.00 , valid for 150 days . Failure to attach the Tender Security will lead to automatic rejection of the proposal.
2.15.1	Tender shall remain valid for 120 days after date of tender opening.
2.16.1	Only one "ORIGINAL TENDER" document will be submitted
2.17.2 (b)	The outer envelopes shall bear the tender number and name in the Invitation to Tender and the words " DO NOT OPEN BEFORE 10th March, 2021 at 10.30 am "
2.18.1	Tenders to be received not later than 10th March, 2021 at 10.30 am
2.20.1	The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 10th March, 2021 at 10.30 am The place of opening will be Central Bank of Kenya, Head Office located along Haile Selassie Avenue, Nairobi, Kenya, Mezzanine Conference Room.
2.29.1	Performance security shall be 5% of the contract amount and shall be in form of bank guarantee issued by a commercial bank registered in Kenya recognized by Central Bank of Kenya

Clause 2.6: EVALUATION CRITERIA

The received tenders will be evaluated in four stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: Technical Evaluation on specifications
3. Stage 3: Technical Evaluation on Capacity to Deliver the contract
4. Stage 4: The Financial Evaluation
5. Recommendation of Award

Stage 1: Compliance with the Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation or business registration certificate	
MR 2	Submit a duly completed Confidential Business Questionnaire in the format provided in this tender document.	
MR 3	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	
MR 4	Provide documentary evidence of liquid assets of 5 million (Kenya Shillings five Million) . (Attach copies of certified bank statements for the last six months (From 1 st August, 2020 to 31 st January, 2021) OR letter of credit line from a financial institution registered by Central Bank of Kenya. The documents so provided may be verified for authenticity).	
MR 5	Provide Tender Security (Bid Bond) of Kshs 50,000 in the form provided in this tender document valid for 150 Days from the date of tender opening	
MR 6	Provide documentary evidence of the Company's valid registration by National Construction Authority as an electrical Works Contractor Category NCA 6 and above	
MR 7	Provide documentary evidence of the Company's valid annual practising license from the National Construction Authority as an Electrical Works Contractor Category NCA 6 and above	
MR 8	Documentary evidence of the Company's valid license from the Energy and Petroleum Regulation Authority (EPRA) as an electrical Works Contractor in class B and above	
MR 9	Provide Manufacturer's or authorization letter confirming the bidder as dealer in the region for the proposed type of Generator quoted. The letter should indicate the make and country of manufacture of the generator	

Bidders shall be required to meet all the Mandatory Requirements to progress to stage 2 on Technical Evaluation on specification.

Stage 2: Technical Evaluation on Specifications

Tenderers meeting the mandatory requirements in stage 1 above will be subjected to technical evaluation on specification of the main items offered.

On compliance with Technical Specifications, bidders shall be required to offer equipment/items which comply with the technical specifications set out in Section VI on specifications of the tender document. In this regard, bidders will be required **to submit relevant technical brochures/technical specifications with the tender document, highlighting (using a mark-pen or highlighter) the Number/model of the proposed generator.** Such brochures/technical specifications should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

- (i) Standards of manufacture;
- (ii) Performance ratings/characteristics;
- (iii) Material of manufacture;
- (iv) Electrical power ratings; and
- (v) All other requirements as indicated in the technical specifications of the bid.

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with key technical specifications for the generator as indicated in the tender document. Bidders not complying with any of the key technical specifications shall be disqualified while those meeting all the key technical specifications shall be progressed to third stage of evaluation on technical evaluation on capacity to deliver the contract.

The tenderer shall be required to provide Technical Schedule for the generator indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Equipment they propose to supply. In addition, Bidders are required to attach detailed specifications and or brochures of the items quoted in compliance with the technical specification given in Section VI. Bidders will be required to meet the minimum technical specification of the generator to qualify for technical evaluation on capacity to deliver the contract.

Bidders meeting the technical specifications will be progressed to stage three on technical evaluation on capacity to deliver the contract.

Stage 3: Technical Evaluation on capacity to deliver the contract

Tenderers fully complying with the technical specification will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below:

	Evaluation Attribute	Weighting Score	Max Score
T1	Number of years in the business of the supply and installation and maintenance of generators (a copy of certificate of incorporation to be provided for verification).	Each active year of registration will earn 4marks to a maximum of 5 years	20
T2	Provide a list of at least five (5) clients with references (names and telephone of contact persons) to which the company has supplied and installed similar generator each valued at KShs.2,000,000 and above in the last 7 years . The Bank may undertake due diligence on the list. Note: Bidder to provide copies of contracts and completion certificates/letter from the client confirming execution of the contract & amount.	Each reference client will earn 6 marks to a maximum of 5 clients.	30
T3	Provide a list of at least four (4) Qualified Technical Staff in the company relevant to mechanical/electrical/ or related field. For any of the personnel provided to qualify, the following requirements MUST be met: a. As a minimum, the academic qualifications of each of the personnel MUST be a certificate from a recognized institution in any of the following fields; i. Mechanical field ii. Electrical field iii. Other related field b. Technical personnel to be provided: - i). Site Agent; - ii). 1No. Mechanical/Electrical engineer. - iii).2No.Technicians/engineers as Welder ; electricians etc c. All technical staff provided MUST have as a minimum three years' post college experience in Mechanical/ electrical or related field. Each personnel MUST indicate the firms he/she has worked in since graduation. d. Detailed Curriculum Vitae (CV's) of each staff MUST be attached. The Curriculum Vitae MUST state qualification, experience, and duration with the firm and active contacts of the staff. The contacts given in the Curriculum Vitae MUST be active email addresses. e. Copies of academic certificates MUST be provided. f. The role of each technical staff should be indicated Where personnel provide certificates of degrees from	Each Qualified Technical Staff will earn 7.5 marks to a maximum of 4No. Qualified Technical Staff .	30

	foreign institutions, a letter of recognition of the institution from the Commissioner of University Education of Kenya MUST be provided for the certificate to qualify.		
T4	Delivery Period	Delivery period up to three month - 20 marks Delivery period above three months up to six months - 10 marks Delivery period above six month - 0 marks	20
	Total		100

Notes:

Tenderers will be required to **score 75% and above** on the above Technical Evaluation to will qualify for Financial Evaluation.

Stage 4. Financial Evaluation

Tenderers that **score 75% and above** under Technical Evaluation on Capacity to deliver the contract will have their bids subjected to financial evaluation. Financial Evaluation shall involve checking arithmetic errors and completeness of the bill of quantities.

Stage 5: Recommendation of Award

The lowest evaluated bidders will be recommended for consideration of award of the tender.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 thirty (30) 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

- a) Cash
- 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 25% 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. Liquidated Damages

3.17.1 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.

3.18. Resolution of Disputes

3.18.1 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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract

dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.19. Language and Law

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

3.20. Force Majeure

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

3.21 Notices

3.21.1 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.

3.21.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV (A): SPECIAL CONDITIONS OF CONTRACT

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 those in the GCC.

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (C)	The works involves Supply, installation, testing, commissioning and maintenance of a 700KVA generator
3.1 (d)	The procuring entity is Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi
3.7	Performance security shall be 5% of the contract amount
3.10	1. Delivery and installation of the shall be at Ngong Police Housing Complex in Kajiado County 2. Upon delivery and installation of the generator, the bidder shall notify the Bank and forward the following documents to the Bank through the Project Manager: (i) Copies of the supplier invoice and delivery showing generator description, unit price, total amount and Local Purchase Order number (LPO) or Contract Agreement
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: (i) There shall be no advance payment under this contract (ii) 95% payment shall be made upon certified delivery and installation of the generator. (iii) 5% shall be made after the warranty period of one year. Note: Payments will be made by the Bank, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.13.1	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.18	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law of competent jurisdiction in Kenya
3.19	The laws of Kenya shall apply

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

A(i): Supply, deliver to site, install, set to work, test and commission 700KVA generator described below

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
				SHS.	SHS.
A	Standby generator set rated at 700KVA on site (@1820M a.s.l), three-phase, 415/240 V, 50Hz diesel engine generator set as fully described in the specifications and complete with sound proof canopy and built-in base tank. Note: Attach product catalogue with model specifications	No	1		
B	Automatic load transfer switch (Automatic Mains Failure) with mechanical and electrical inter-lock, manual by-pass switch (To be supplied by Electrical Contractor) Allow for attendance and cordination with the electrical sub-contractor to access the panel and carry out the terminations and adjustment of settings for the generator set to operate optimally.	Item	1		
C	4-core 240.0 sq. mm PVC SWA PVC copper cables in trenches and cable trays and saddled on walls from the Generator set to the by-pass switch and Automatic Mains Failure (AMF), complete with cable lugs, glands, saddles, etc.	LM	30		
D	4-core 4.0 sq. mm PVC SWA PVC armoured copper "signal" cables drawn in existing cable duct and saddled on walls, complete with cable glands and lugs.	LM	30		
E	Transportation of Generator set to site, setting it into position on the plinth, rowl bolting on the plinth by use of 16No. 10 x 90 90-size and use of appropriate drilling equipment.	Item	1		
F	Earthing terminations as described in Schedule No.4 below.	Item	1		
TOTAL CARRIED FORWARD TO NEXT PAGE					

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
				SHS.	SHS.
	TOTAL BROUGHT FROM PREVIOUS PAGE				
	AUXILLIARY FUEL TANK				
G	Pressed steel, gauge 14 auxilliary fuel tank of volume not less than 4,000 litres with contents gauge, drain pipe with cock, vent, fill connection and engine supply with isolating valve.	Item	1		
H	Automatic electric pump to be mounted adjacent to the header tank with necessary piping from pump to header tank and complete with wiring in 3-core 2.5sq.mm PVC XPLE PVC cable and 20A DP metal clad switch.	Item	1		
I	Fuel contents sensor and alarm provided in the tank and connected to the fuel contents gauge at the generator control panel.	Item	1		
J	32mm diameter galvanised steel piping for fuel delivery from uauxilliary fuel tank to genset base tank complete with necessary gate valves, bends, couplers, etc.	LM	50		
	MECHANICAL VENTILATION				
K	Allow for ducting of hot air from the enclosed room to the nearest boundary wall by use of galvanized iron sheet (duct size =1500 x 600 x2000 mm) with appropriate bends and supports	Item	1		
	TOTAL CARRIED FORWARD				

A: Summary for Supply, Installation, Testing and Commissioning of 700KVA Generator

ITEM	TYPE AND DESCRIPTION	QTY.	UNIT PRICE KSHS	TOTAL PRICE KSHS
A (i)	Total for Supply, Installation, Testing and Commissioning of 700KVA Generator with the associated cabling, B/F for proposed Ngong Police Complex for CBK	1		
B(ii)	General Items: Allow for necessary consumables to run the generator set during and after commissioning/handing over to client; i.e, full tank diesel fuel (about 4,000 litres), engine oil, coolant, battery acid, etc)	Item		
Sub Total In Kshs.				
Add VAT 16⁰%				
Total Carried Forward to Summary page				

B: Maintenance of the Installed 1No. 700KVA Generator

No.	Machine	Quarterly Cost	Annual Cost (Kshs.)	Total Cost in Three Years (Kshs.)
i	Maintenance of the installed 1No. generator for Central Bank of Kenya.	LS		

Note: Maintenance will involve service and replacement of consumables as detailed in the technical specifications. Major Parts that require replacement during the maintenance period will be procured by the procuring Entity separately.

SUMMARY OF COSTS

No.	Description	Total Cost in Kshs.
A	Total cost for Supply, Installation, Testing and Commissioning of generator for proposed Ngong Police Complex for CBK	
B	Total cost for maintenance of the installed 1No. 700KVA generator for Central Bank of Kenya for a period of three year after the warranty period of one year.	
Grand Total Carried to Tender Form		

Note: Award of the tender will be to the lowest evaluated bidder for both supply, installation and maintenance of the generator.

We submit our tender for the above specified equipment amounting to

KShs_____ in words: Kenya Shillings_____

1. Delivery period in Weeks _____

2. Completion period shall be_____ weeks.

3. Our tender will remain valid for _____ (Not less than 120 days)
from the date of tender opening)

Signature of tenderer _____

SECTION VI: TECHNICAL SPECIFICATIONS

GENERAL GENERATOR SET SPECIFICATIONS AND SCHEDULES

1.0.0 GENERAL SPECIFICATION

1.01 **General**

The section specifies the general requirements for the generator installation and shall apply except where otherwise specified. The 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.

1.02 **Regulations and Standards**

The Contract Works shall comply with the current Kenya Government Electrical and Mechanical Regulations, the relevant editions of the Institution of Electrical Engineer Regulations for the Electrical Equipment of Buildings, hereinafter referred to as the I.E.E. Regulations, and the By-Laws of the Electricity Supply Authority. The 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

1.03 **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 Contractor unless mention is made otherwise.

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

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

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

1.04 **Labelling**

All plant, apparatus, equipment, valves, control panels, selector switches, isolating equipment, terminals and cable cores shall be securely and properly labelled by the Contractor to the approval of the Engineer. The labelling shall be such to show clearly the identification of the item and if applicable its control function and the part of the system controlled.

1.05 **Scope of Works**

The Contractor shall supply, deliver, install and commission a complete silenced diesel generator installation and ancillary equipment as shown on the Contract Drawings and detailed in the Specification. The Contractor shall be responsible for all wiring from the generator control panel to the main switchboard and other ancillary equipment thereon, including provision of all control wiring for the generator installation.

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

1.06 **Work by Others**

Constructions of the Generator Room and the 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 information regarding his requirements as declared at the time of tendering. Any subsequent changes in requirements asked for by the sub-Contractor shall be at the expense of the sub-Contractor.

1.07 **Compliance**

The Tenderer shall give a statement of compliance with his Specification as a part of his tender and shall be bound to that statement of compliance

in all respects at all times during the execution of the works as detailed in this Specification.

1.08 Employer's Staff

The Sub-Contractor shall, if required, arrange for the training of staff nominated by the Employer at the Contractor's office at site or at the works of the manufacturers supplying plant for the installation. The cost of providing adequate training within the one year warranty period shall be quoted.

1.09 Patent Right

The Sub-Contractor shall fully indemnify 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 of any articles or any part thereof included in the works. The design thereof shall have been supplied by the Contractor to the Purchaser.

1.10 Liaison

The Sub-Contractor shall liaise fully with the Employer and the Engineers to ensure smooth and satisfactory completion of the works.

2.0.0 GENERATING SET

2.1.0 DIESEL ENGINE

2.1.01 Cylinder Block

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.

2.1.02 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 studs of high tensile steel and be easily detachable. Valve seats shall be replaceable.

2.1.03 Pistons

The pistons shall be made of die cast aluminum 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 fully floating pins.

2.1.04 Valves

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

2.1.05 Fly-Wheel

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

2.1.06 Crankshaft

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

2.1.07 Connecting Rods

The connecting rods shall be of 'I' Section forged steel.

2.1.08 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 head primer. The engine shall have a multi-core injector nozzle. A fuel filter shall be provided complete with a replacement element and the engine shall have a heavy duty oil bath air cleaner.

2.1.09 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.5514.

2.1.10 Protection

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

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

2.1.11 Instrumentation

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

- (i) Tachometer indicating the engine speed
- (ii) Instrumentation to indicate the temperature of the exhaust gases.(1MVA sets and above only).
- (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.

2.1.12 Ancillary Equipment

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

- (a) Exhaust piping and heavy duty “Residential” silencer including flexible piping off the engine exhaust manifold. The exhaust piping provided shall be sufficiently long to cover the route shown on site. The Sub-Contractor shall liaise with the Main Contractor for the final positioning of the exhaust pipe so that masonry sleeves have been provided for the exhaust pipe to go through.
- (b) Automatic electric operated pump to be mounted adjacent to the header tank with necessary piping from pump to header tank.

- (c) A base fuel tank of not less than 250 litres net capacity shall be supplied as part of the generator set.

All galvanised steel pipework from the tank to the generator set base tank shall be installed by the contractor.

A fuel contents sensor shall be provided in the tank and connected to the fuel contents gauge at the generator control panel.

2.1.13 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 the site conditions stated. This shall be complete with engine driven fan and drive, guard for fan and drive, belt tensioner and all integral oil and water piping connections. The fan shall be selected to overcome any resistances of the actual site installation including any ducts, louvres, grilles etc. on both air inlets and outlets.

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

Circulation of both lubricating oil and primary water shall be catered 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.

2.1.14 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.

2.1.15 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.

2.1.16 Compliance

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

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

2.1.17 Noise Level

The Packaged Silenced Generator Set shall be sound attenuated to a sound level of not more than 70dBA at 1 metre.

2.1.18 Ancillary Power Requirements

In selecting the size of the diesel engine, the 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.

2.2.0 GENERATOR SET

2.2.01 Alternator

The alternator shall be of 12 wire reconnectable brushless type rated at 0.8 p.f. lagging in accordance with B.S. 5000:Part 99:1973 and having a revolving field, a single self aligning roller bearing and solid half coupling to connect to the engine.

The alternator shall be screen protected, drip-proof and shall be wound high temperature, tropicalised class B insulation on 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 cooling the rotor and stator.

2.2.02 A.C. Exciter

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

2.2.03 Automatic Voltage Regulator

A Thyristor type static automatic voltage regulator shall be built into the machine. This regulator shall incorporate a zener diode bridge reference voltage circuit, thyristor drive reactor with series silicon diode and a further commutating diode. Under steady conditions, the automatic voltage regulator shall maintain the voltage within $\pm 2\frac{1}{2}\%$ for all balanced loads between no load and full load at power factors between unity and zero lagging. The automatic voltage regulator shall be complete with hand-operated manual control potentiometer which shall be fitted in the 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 $\pm 2.5\%$ rated voltage within 15 seconds. On starting, the voltage overshoot shall not exceed 15% and shall return to within $\pm 3\%$ within 3 seconds.

2.2.04 Terminal Box

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

2.2.05 Rating

The machine shall be standard standby generator maximum rated in accordance with B.S. 5000 Part 99 and shall give the output specified in the

particular specification. Allowance shall be made for a 10% overload for one hour in any 12 hours without any injurious overheating.

2.2.06 Engine Rating

The engine driving the generator set shall be rated in accordance with B.S. 5514 Part 99 and shall be so derated owing to site conditions that the specified electrical output is obtained from the alternator. The Contractor shall provide additional labelling on the generator to distinguish clearly between the nameplate ratings and the actual ratings on site.

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

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

2.2.07 Radio Interference Suppression

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

2.2.08 Duty Performance

The generator will be used as a standby generator set.

2.2.09 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 systems, lubricating system and any other integral parts of the set.

Generator output	700KVA (at Naiorbi- site) - Standby
Power factor	0.8 lagging
No load voltage	415 volts
Phases	3
Frequency	50HZ
Speed	1500 r.p.m.

Ambient temperature	up to 40 degrees C
Max. Noise level	70dBA at 1 metre

2.210 Testing and Commissioning

The 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 full tank and lubricating oil.

The tests and checks shall be carried out by the Contractor in the presence of the Engineer 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 vibration absorbing devices are properly installed and located.
- 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 are 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 pumps settings, governor settings, pipe line connections, water hose, exhaust couplings, flexible pipe-work etc. and the ball valve and overflow pipe 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 from the main supply and the selector switch in the 'Manual' position, start the engine by means of the '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 mains battery charger is automatically switched off to avoid its 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 contractor opens at between 95% of normal voltage. Re-check water and oil levels.
- xiii) Turn selector switch to 'Auto' position. Disconnect the sensing circuit supply and check that the set starts, the mains contactor opens, and the generator contactor closes in correct order. Reconnect the sensing circuit to verify that the engine stops on restoration of the mains supply and that the contactors operate correctly. Check voltage sensing time delays on each phase in turn and also that the push buttons for mains failure simulation and engine stopping operate correctly.
- N.B. Running of the engine for any length of time under no-load conditions is undesirable and tests calling for such operation should be carried out in as 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 switch in the 'Auto' position, and using the mains failure simulation push, verify that the set operates correctly with the appropriate time delay for taking up load and that the carrying of the load and its distribution over the three phases are satisfactory.
- xv) Run the set at various loads for periods totalling 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 load.

- xvi) Check the operation of the turbo-charger units and the colour of the exhaust gas at various loads.
- xvii) Check that the various engine safeguards operate satisfactorily.
- xviii) Check the vibration 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 Contractor.
- xxi) Measure the sound level at 1 metre from the Generator set in the Generator room.

3.00 CONTROL CUBICLE

3.01 General

The control panel shall be totally enclosed type plant wall mounted in the generator room, fitted with removable covers giving access to the control gear, terminal and connection blocks and undrilled gland plates for cables entry and shall be finished in stove enamelled grey hammer paint.

The control panel shall be rated at 1000Amps.

3.02 Function

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

3.03 Control and Logic Section

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 lock-out to prevent rekranking of an engine upon fuel failure, or stall conditions.

3.04 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 fault circuits. All circuits except overspeed shall be commissioned after a delay following engine start-up.

The circuits for:-

- (a) Lubricating oil pressure.
- (b) Water temperature.

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

The circuit for engine overspeed shall give simultaneous alarm and shut 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.

3.05 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

3.06 Indication

Indicator lamps as per list below shall be provided:

- (a) Engine running and protection circuits commissioned - green.
- (b) Fault parameters - all red.

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

3.07 Control Switching

A rotary switch with off/on positions, to switch the control circuit supplies. 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 face of the chassis unit

3.08 Alarm

The Contractor shall supply and install a 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.

3.09 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. $\pm 3\text{HZ}$.

The failure condition shall be used to produce 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.

3.10 Protection, 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) 3No., one per phase, flush mounting ammeters.
- (e) 1 No., flush mounting voltmeter.
- (f) 1 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) 1 No., frequency meter, electronic type.
- (j) 1 No., governor motor raise and lower switch.
- (k) Cable boxes and glands to suit.
- (l) 1 No. Kilowatt-hour meter.

3.11 Terminations

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

3.12 Earthing

The 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 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 25mm x 3mm copper earth tape.

The earth rods shall be 1500mm long by 12mm diameter, extensible type as "copperweld" or other equal and approved, each pair of 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 Contractor shall ensure that the earthing system of the generator is adequately bonded to the permanent earth system of the 'normal' supply.

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

The Contractor shall liaise with the Engineer in carrying out the earth tests.

3.13 Trickle Charger

The trickle charger shall have rating and service parameters such as to keep the engine start batteries fully charged and ready for service whenever required. When the engine is running the batteries shall be charged from the set mounted 24V alternator.

3.14 Hours Counter

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

3.15 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 normal supply shall mean complete loss of voltage or the falling below 85% of the normal voltage between any two phases or phase and neutral.
- (c) The power circuit shall consist of two contactors feeding a common bus-bar to which the load will be directly connected. One contactor shall control the normal supply, the other standby supply; they shall be electrically and mechanically interlocked so that they cannot both be closed at the same time.
- (d) On failure of the normal supply, the unit shall operate in the following manner:-
 - (i) After a delay, adjustable from 0 to 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 still persists, the normal supply contactor shall close. If the normal supply has been restored before the change-over has taken place, the contactors 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 voltage on all phases for a pre-set time (adjustable to 30 seconds) the stand-by contactor shall open and the contacts shall then open to shut down the stand-by generating set.
- (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 a 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.
 - (ii) Restoration of the normal supply on failure of the stand-by generating set.
 - (iii) Each switch shall be labelled 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 which 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.
- (j) Indicating lamps shall be provided. They shall be appropriately labelled 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.
- (k) A push button labelled '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 load.
- (i) 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.

6.2: PARTICULAR SPECIFICATIONS FOR GENERATOR SET

1.11 Location of Site

The site of the proposed works is at Ngong Police Complex in Ngong, Kajiado County.

The following average 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:	30°C
Minimum temperature:	13°C
Diurnal Temperature range:	17°C
Relative humidity range:	35% - 98%
Altitude:	1795m above sea level
Latitude	1 ⁰ 17'S
Longitude:	036 ⁰ 49'E
Rainfall:	Extremely heavy at certain periods of the year

1.12 Description of Project

The project comprises of the following;

The supply and installation of a Packaged Silenced Standby Generating Set rated at 700kVA (at site), with a sound level of not more than 70 dBA at 1 metre.

1.13 Scope of Works

The scope of work comprises the supply, erection, assembly, wiring, connection, testing, commissioning and setting to work, of a new 1No. 700kVA standby generator set, together with its control panel and associated electrical installation works in accordance with the Specification to provide a complete and operateable installation.

1.14 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 Employer's programme.

1.15 **Duration of Contract**

The sub-Contractor shall indicate the anticipated contract period in weeks. However, the Employer may negotiate on programme to meet its operational requirements where applicable.

1.16 **Materials and Plant**

All materials and plant on this project shall be to Kenyan or British Standards. Equipment manufactured in a country not normally using these standards shall be shown by the manufacturer to be manufactured to a local standard that is at least equivalent to the Kenyan or British Standard.

6.3 - TECHNICAL SCHEDULES

Listing of Schedules

Schedule No. 1	-	Summary of Information to Tender
Schedule No. 2	-	Technical details of the set offered by the tenderers.
Schedule No. 3	-	Deviations from the Specifications
Schedule No. 4	-	Earthing
Schedule No. 5:	-	Maintenance of the Installed Generator

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 deviation or omissions which he may wish to make.

The tenderer shall also complete Schedule No. 4 and 5 and insert his price for these items in the Price Summary page.

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

SCHEDULE NO. 1

SUMMARY OF INFORMATION FOR TENDERER

The Tenderer is advised to read the relevant section of the Specifications for full details of the items summarised below:-

Item	Requirements	Ref. Clause
1. Operating Conditions		
Site	Ngong, Nairobi	
Altitude	1795m, above sea level	
Temperature range	13° - 30° C	
Relative humidity	48% - 93%	
Range to operate in	Enclosed room with louvered walls	
Dust Conditions	Dust laden atmosphere	
2. Duty	Mains failure unit/standby power	3.2.08
	10 starts per hour	3.15
3. Performance	700 kVA, 415 Volts	
	3 phase 50 HZ	
4. Set Arrangements		
Attenuated weather proof canopy and side panels	Required	
5. Remote governor control	not required	31.09
6. Aspiration	Natural or Turbocharged	3.2.06
7. Manual start	required	2.03
8. Sump heater	Not required	
9. Silencer:	details of additional pipe work and fittings if required	
10. Daily service tank:-	4000 litres capacity	3.1.12b
Transfer pump	Automatic electric pump	3.1.12d

SCHEDULE NO. 1 (CONT'D)

Item	Requirements	Ref. Clause
11. Auxiliary fuel tank:- Siting	Required	
12. Fuel jettisons cock for (a) Daily service tank (b) Auxiliary fuel tank	required	
13. Engine instruments:	details if not as standard	
14. Cooling system	required	
15. Electrical control panel: Hour meter	mains switch circuit breaker required	
16. Lock-out remote indication circuit	required	
17. Fire service terminals	required	
18. Earth fields	required	
19. Building drawing	Not required	
20. Maintenance period	12 months	

SCHEDULE NO. 2

TECHNICAL DETAILS OF THE SET OFFERED BY TENDERER

Item	Details
1. <u>Diesel Engine</u>	
Make	
Type	
Bore	mm
Stroke	mm
Net continuous rating (B.S. 5514)	
(a) at sea level	KVA
(b) at site	KVA
Speed	rev/min
Year this type put into service	
Total number sold	
(a) in Kenya	
Supercharger:-	
Make	
Type	
Number in use	
Thermometers:-	
Make	
Type	
Pyrometers:-	
Make	
Type	

SCHEDULE NO. 2 (CONT'D.)

Item	Details
Air cooling:-	
Quantity of air required	m ³ /sec
Details of ducting	
Water cooling:-	
Details of water cooling circuits	
Radiator:-	
Make	
Type	
Length	mm
Breadth	mm
Height	mm
Aspiration:-	
Method	
Quantity of air required Aspiration	m ³ /sec
Ventilation	m ³ /sec
Plinth size required:	
length	mm
width	mm
height	mm

SCHEDULE NO. 2 (CONT'D)

Item	Details		
2. Auxiliaries	Make	Type	Other Relevant Details
Lubricating oil circuits			
Filters			
Coolers			
Primary pumps			
Tachometer and drive			
Governor			
Cold start devices			
Running hours meter			
Safety devices:-			
High temperature			
Low pressure (lubricating oil)			
Cooling water flow trip			
Over speed trip			
Speed sensing devices			
Lubricating oil thermometers:-			
number			
position (s)			
Water thermometer:-			
Starting Battery			
Immersion heater			

SCHEDULE NO. 2 (CONT'D)

Item	Details
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3. Lubrication

Recommended oil(s)

Sump

Elsewhere (state where)

Grade	Quantity (litres)

4. Alternator and Exciter

Make and type

Bearings

Insulation class (BC.2757)

* ball/roller/plain	

*** delete as necessary**

SCHEDULE NO. 2 (CONT'D)

Item	Details		
	Make	Type	Rating
5. <u>Electrical Control Panel</u>			
Main circuits breaker			Amps
Bypass switches			Amps
Changeover contactor			Amps
Automatic voltage regulator			
Control switches			
Control fuse - No.....*			Amps
Relays			
Indicator lamps - No.....*		Volts	Watts
Ammeter switch			
Voltmeter switch			
KWh meter			
Frequency meter			
Ammeters - No.....*			Amps
Voltmeters - No.....*			Volts
Power factor meter			
Other equipment - give Details			

SCHEDULE NO. 2 (CONT'D)

Item		Details
6. <u>Performance data</u>		
Fuel Consumption	<u>Rated output</u> %	<u>Consumption</u> Kg/KWh
	110	
	100	
	75	
	50	
Maximum output	<u>Ambient Temp.</u> (°C)	<u>Out-put</u> (kVA)
	40	
	30	
	20	
	10	
Critical speed - rev/ min.		
Cyclic irregularity		%
Voltage regulation		%
Frequency regulation		
Time to accept 75% full load from 50°C		Seconds
Time to accept 100% full load from 50°C		Seconds

SCHEDULE NO. 2 (CONT'D)

Item	Details
7. <u>Physical Details</u>	
Daily service tank for 24 hour operation – capacity	
- size	 mm long..... mm wide mm high
Total weight of set	
Overall dimension of set	
Weight of Heaviest component	Kg
Weather proofing	
8. <u>Operational Details</u>	
Description of Operation	
Sequence of the automatic control (where fitted)	
Details of drawings, literature, etc, included with tender	
9. <u>Delivery Details</u>	
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	Weeks
10. Noise level at 1 metre in engine room	Decibels
11. Noise level at 1 metre from the generator room.	Decibels

SCHEDULE NO. 3

DEVIATION 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

EARTHING

The tenderer shall insert his prices for the following items. The configuration of the earth field shall be as directed by the Engineer on site.

Item	Details	Price (K.Shs)
1	Supply and install 4 No steel cored copper earth rods, 1500 mm x 12mm threaded for extension, connected by brass clamps to 30 metre of 25mm x 3mm copper earth tape laid in trenches of minimum depth 300mm 600 mm away from the generator house external wall and internally fixed to the wall of the generator room with brass space bar saddles at meter intervals and connected to a wall mounted 500 mm long 25 x 3 mm earth bus-bar via a brass test clamp to the 300 x 300mm earthing pit.	
	Total carried forward to the Summary page	

Schedule No. 5: Maintenance of the Generator

This shall include replacement of parts at no additional cost to the Bank. All replacement parts shall be new and of the type and make of the generator being serviced/repaired.

The scope of work shall therefore include but not limited to the following:

ENGINE

1. Change the oil filter cartridge;
2. Change Fuel Filter cartridge;
3. Change of Engine oil;
4. Change the inhibitor;
5. Change water filter;
6. Change Radiator coolant / Repair/Report Coolant Leak.
7. Check/ Inspect Drive Belt conditions/ tensions and replace malfunctioning drive belts;
8. Check/ Inspect panel functions and replace any malfunctioning part of the panel;
9. Check/Top up Battery Water levels;
10. Replace any used up or worn out consumables;
11. Test and check engine safety function i.e. low oil level, High Engine Temperature, over speed protection;
12. Check the General Performance of the Generator Set; and
13. Prepare and Submit a Technical report to the Bank (or the representative of the Bank) after each visit.
14. Specify Engine Oil Supplier & Type.
15. Repair/Report Engine Oil Leaks.
16. Replace Fuel Filter.
17. Check Fuel Lines and Clamps.
18. Check Pre Lube Pump if Fitted.
19. Check Turbo End Float If Fitted.
20. Valve Clearance Adjust.
21. Replace Air Cleaners.
22. Check Induction Hoses/Clamp.
23. Clean Pre Cleanser Pre Cleanser Bowl.
24. Check/ Add Cooling System.

25. Change Cooling System Coolant.

26 Clean/Inspect Radiator/ Test Radiator Pressure & Cap.

BATTERY AND CHARGING SYSTEM

1. Check Battery Water Level.
2. Check Hold down Clamp.
3. Check Battery Terminal Cable.
4. Check Starter Operation.

CONTROL SYSTEM

1. Harness condition
2. Mechanical Linkage
3. Governors oil level
4. Instruments

GENERATOR/CONTROL PANEL

1. Brush Gear (SRCR)
2. Rectifier assembly (SR4) Bearing Lubricate
3. Voltage Regulator
4. Control Panel
5. Operation of main Breaker

SECTION VII - STANDARD FORMS

Notes on the sample Forms

7.1. **Form of Tender** -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

7.2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

7.3 **Tender Security:** When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

7.4 **Performance Security Form:** Should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

7.5. **Contract Form** -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

7.6. **Letter of Notification of Award** - Letter of Notification of Award shall not be completed by the tenderer at the time of submitting the tender. Letter of Notification of Award shall be completed after contract award and should incorporate the accepted contract price.

7.7. **FORM RB 1** - FORM RB 1 shall not be completed by the tenderer at the time of submitting the tender. The FORM RB 1 shall be used by the bidders in case of appeal.

7.8. **Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.

7.1 FORM OF TENDER

Date _____

Tender No. CBK/53/2020-2021

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, Assets Tag Labels 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 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

<i>Part 1 – General:</i> Business Name Location of business premises. Plot No..... Street/Road Postal Address Tel No. Fax E mail 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..... 1.8.1 Citizenship details																														
	Part 2 (b) Partnership Given details of partners as follows: <table border="1"> <thead> <tr> <th></th><th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.					2.					3.					4.									
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	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 <table border="1"> <thead> <tr> <th></th><th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>5.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.					2.					3.					4.					5.				
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2.																															
3.																															
4.																															
5.																															
Date Signature of Candidate																															

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

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 provision of[name and/or description of the services](hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at[name of procuring entity](hereinafter called "the Bank")are bound unto.....[name of procuring entity](hereinafter called "the procuring entity") in the sum offor 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 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 PERFORMANCE SECURITY FORM

To:

[name of the 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 services](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 figures],

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 your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.5 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
CENTRAL BANK OF KENYA] (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 tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
- IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

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

7.6 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

7.7 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*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

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

7.8 DECLARATION FORM

To _____ Date _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)