

# **URAIA TRUST**

## **TENDER DOCUMENT**

**FOR SUPPLY, DELIVERY, INSTALLATION AND  
COMMISSIONING OF A GENERATOR**

**TENDER NO. URAIA/-02/2018**

**CLOSING DATE AND TIME**

**9<sup>TH</sup> OCTOBER 2018 at 2 pm**

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**SECTION 1: INVITATION TO TENDER**

DATE: 18<sup>TH</sup> OF SEPTEMBER 2018

TENDER REF NO: URAIA/-02/2018

TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A GENERATOR

- 1.1. Uraia Trust invites sealed bids from eligible candidates for the **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS**
  
- 1.2. Bidders are requested to download the tender documents free of charge from Uraia Trust website <http://uraia.or.ke/tender/> After downloading the tender documents bidders are expected to forward their particulars immediately for records and communication of any tender clarifications or addenda to *tender@uraia.or.ke*
  
- 1.3. Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and be deposited at the reception of Uraia Trusts located at Uraia House, Jacaranda Avenue, off Gitanga Road so as to be received on or before **9<sup>th</sup> October 2018 at 2.00 p.m.**
  
- 1.4. Prices quoted should be inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
  
- 1.5. Bidders have an option to tender for both or one of the generators

For Executive Director  
Uraia Trust

## **SECTION 11: INSTRUCTION TO TENDERES**

### **2.1. Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 Uraia Trust's employees, board of trustees' members and their relative (spouse and children) are not eligible to participate in the tender.

### **2.2. Cost of Tendering**

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

### **2.3. The Tender Document**

2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 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) Manufacturer's Authorization Form
- (ix) Confidential Business Questionnaire.

2.3.2 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.

### **2.4. Clarification of Documents**

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify Uraia Trust in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 4 days of receiving the request to enable the tenderer to make timely submission of its tender.

### **2.5. Amendments of Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.6. Language of Tender**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and Uraia Trust, shall be written in English language.

## **2.7. Documents Comprising of Tender**

2.7.1 The tender prepared by the tenderers shall comprise the following components:

- a. Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below;
- b. documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

## **2.8. Tender Forms**

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

## **2.9. Tender Prices**

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

2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the Uraia Trust.

2.9.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.

2.9.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.11. Tenders Eligibility and qualifications**

- 2.11.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Uraia Trust's satisfaction;
- a. that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods;
  - b. that the tenderer has the financial, technical, and production capability necessary to perform the contract; and
  - 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.

## **2.12. Conformity to Tender Documents**

- 2.12.1 The tenderer shall furnish, as part of its tender, the documents establishing the conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.12.2 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- a. a detailed description of the essential technical and performance characteristic of the generators;
  - 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 generators
  - c. a clause-by-clause commentary on the Uraia'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.
- 2.12.3 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.12.2(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.

## **2.13. Validity of Tender**

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Uraia Trust, pursuant to paragraph 2.16. A tender valid for a shorter period shall be rejected by Uraia as non-responsive.

2.13.2 In exceptional circumstances, the Uraia Trust 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. A tenderer may refuse the request. A tenderer granting the request will not be required nor permitted to modify its tender.

#### **2.14. Format and Signing of Tender**

2.14.1 The bidder shall prepare only one copy of the tender

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

2.14.3 The tender shall have no 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.

#### **2.15. Sealing and Marking of Tender**

2.15.1 The envelopes shall:

- a. be addressed to the Uraia Trust at the address given in the Invitation to Tender:
- b. bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE Tuesday 9th October 2018 at 2:00 PM**"
- c. If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Uraia Trust will assume no responsibility for the tender's misplacement or premature opening

#### **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by Uraia Trust at the address specified under paragraph 2.15.1 no later than "**Tuesday 9th October 2018.**"

2.16.2 Uraia Trust may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of Uraia Trust and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

#### **2.17. Modification and Withdrawal of Tender**

2.17.1 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 Uraia Trust prior to the deadline prescribed for submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15.

- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 Uraia Trust may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.5 Uraia Trust 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.

## **2.18. Opening of Tenders**

- 2.18.1 Uraia Trust will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 9th October 2018 at 2:30 pm** and in the location specified in the Invitation to Tender.
- 2.18.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender prices, discounts and such other details as Uraia Trust, at its discretion, may consider appropriate, will be announced at the opening.

## **2.19. Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders Uraia Trust 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.
- 2.19.2 Any effort by the tenderer to influence Uraia Trust in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20. Preliminary Examination**

- 2.20.1 Uraia Trust will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.20.3 Uraia Trust may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22 Uraia Trust 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. Uraia's determination of a tender's responsiveness is to be based on the contents of the tender itself.



- 2.20.5 If a tender is not substantially responsive, it will be rejected by Uraia Trust and may not subsequently be made responsive by the tenderer by correction of the non-conformity

### **2.21. Conversion to Single Currency**

- 2.21.1 Where other currencies are used, Uraia Trust will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 Uraia Trust will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

### **2.23. Contacting Uraia Trust**

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact Uraia Trust on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence Uraia Trust in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

### **2.24. Award of Contract**

- 2.24.1 Uraia Trust 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.
- 2.24.2 Uraia Trust reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Uraia's action.

### **2.25. Notification of Award**

- 2.25.1 Prior to the expiration of the period of tender validity, Uraia Trust will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
- 2.25.3 Uraia Trust will also promptly notify each unsuccessful Tenderers.

### **2.26. Signing of Contract**

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

2.26.2 The parties to the contract shall have it signed within 14 days from the date of notification.

### **2.27. Corrupt or Fraudulent Practices**

2.27.1 Uraia Trust requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- I. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
- II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Uraia Trust, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Uraia Trust of the benefits of free and open competition;

2.27.2 Uraia Trust 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.

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to Manufacturers or their agents for the Supply, Delivery, Installation and Commissioning of Generators
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.9.4	Bid Validity Period is 120 days from <b>Tuesday 9th October 2018, 2 pm.</b>
2.12.2	The technical specifications are given in <b>pages 19 to 24.</b>
2.14.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.15	This tender is based on One (1) bid envelope system. The bidder must submit a bid which has combined technical proposal and financial proposal in one envelope.
2.16.1	Time, date, and place for bid opening are: 14:00 hours, local time, on <b>Tuesday 9th October 2018.</b> Place: UraiaTrust. Roadt: Jacaranda Avenue off Gitanga Road Lavington City: Nairobi Country: Kenya
2.18.1	Opening of tender documents will be done in public at the date of closing the tender at 2.30pm
2.20.1	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.22	The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. Bidders must conform to the specific Technical Requirements in Section IV.
2.24.1	The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially. The bid then with the lowest price shall be considered for award

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definition**

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 tendered, 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 tendered 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 tendered is required to supply to the Procuring entity under the Contract.
- d. "The Procuring entity" Uraia Trust, the organization purchasing the Goods under this Contract.
- e. "The Tendered" 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 Uraia Trust for the procurement installation and commissioning of equipment

### **3.3. Country of Origin**

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tendered.

### **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 tendered shall not, without Uraia Trust'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 Uraia Trust in connection therewith, to any person other than a person employed by the tendered in the performance of the Contract.
- 3.5.2 The tendered shall not, without Uraia Trust'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 Uraia Trust on completion of the Tenderer's performance under the Contract if so required by Uraia Trust.

**3.6. Patent Rights**

- 3.6.1 The tendered 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 Uraia Trust's country.

**3.7. Inspection and Tests**

- 3.7.1 Uraia Trust or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Uraia Trust shall notify the tendered in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted in the premises of the tendered or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tendered or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Uraia Trust.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to Uraia Trust.
- 3.7.4 Uraia Trust's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.7.5 Nothing in paragraph 3.7 shall in any way release the tendered from any warranty or other obligations under this Contract.

**3.8. Packing**

- 3.8.1 The tendered shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.8.2 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.

**3.9. Delivery and Documents**

- 3.9.1 Delivery of the Goods shall be made by the tendered in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

**3.10. Insurance**

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

**3.11. Payment**

- 3.11.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.
- 3.11.2 Payments shall be made promptly by the Uraia Trust as specified in the contract

**3.12. Prices**

- 3.12.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices provided by the tenderer in its tender.

**3.13. Assignment**

- 3.13.1 The tendered shall not assign, in whole or in part, its obligations to perform under this Contract, except with Uraia Trust's prior written consent.

**3.14. Subcontracts**

- 3.14.1 The tendered 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 tendered from any liability or obligation under the Contract.

**3.15. Termination for Default**

- 3.15.1 Uraia Trust may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tendered, terminate this Contract in whole or in part:
- a. if the tendered fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by Uraia Trust;
  - b. if the tendered fails to perform any other obligation(s) under the Contract;
  - c. If the tendered, in the judgment of Uraia Trust has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 3.15.2 In the event Uraia Trust 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 goods.

**3.16. Resolution of Disputes**

- 3.16.1 Uraia Trust and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.16.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national forum.

**3.17. Language and Law**

- 3.17.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively.

**3.18. Force Majeure**

- 3.18.1 The tenderer shall not be liable for 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.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.8	<p><b>Packaging</b></p> <p>The tendered shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. All packages must be clearly labeled with description of contents and quantities.</p>
3.9	<p><b>Delivery</b></p> <p>The Generator must be delivered at the Installation points, tested and commissioned. The delivery point is Uraia Trust premises at Jacaranda Avenue. The delivery should be done at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Purchase Order (LPO)/Contract</p> <p>The requirements may be adjusted by giving a short notice</p>
3.11	<p><b>Payment Terms</b></p> <p>Uraia Trust payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, Uraia Trust may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.12	<p><b>Prices</b></p> <p>Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.</p>
3.16	<p><b>Resolutions of Disputes</b></p> <p>Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration. The place of arbitration shall be Nairobi. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.</p>
3.17	<p><b>Language and Law</b></p>



	<p>The language of all correspondence and documents related to the bid is: English. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.</p>
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**SECTION V : TECHNICAL SPECIFICATIONS**

**5.1. Instructions to Bidders**

- I. Bidders are required to fill in the requested information below or use its format to respond.
- II. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents. Failure to furnish the requested information will render the bid to be considered non responsive.
- III. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

**5.2. DETAILED TECHNICAL SPECIFICATIONS FOR A 16 KVA GENERATOR**

**5.2.1 Scope of work:**

The works comprises the supply, delivery, installation, and commissioning of a 16KVa 3phase diesel standby generator complete with automatic transfer switch and sound proof canopy.

**5.2.2 References, codes and standards**

All components and assemblies supplied should be designed, manufactured, tested and installed in accordance with applicable NEMA and Institute of Electrical and Electronics Engineers (IEEE) standards

**5.2.3 Generator specifications**

Technical data sheet for a **16KVA** diesel generator complete with ATS, exhaust and sound proof canopy (please fill in the Requested information)

- I. Stand by rating KVA/Kw\_\_\_\_\_
- II. Prime rating KVA/KW \_\_\_\_\_
- III. Brand\_\_\_\_\_
- IV. Model\_\_\_\_\_
- V. County of origin\_\_\_\_\_

**5.2.4 Engine data (Please fill in the requested information)**

- I. Make/brand (perkins/cummins) or any other specify\_\_\_\_\_
- II. Model\_\_\_\_\_
- III. Starting system\_\_\_\_\_

- IV. Type of governor\_\_\_\_\_
- V. Rated speed\_\_\_\_\_
- VI. Type of cooling system\_\_\_\_\_
- VII. County of origin/manufacturers\_\_\_\_\_

**5.2.5 Alternator data**

- I. Make/brand (Stamford, reloy somer) specify\_\_\_\_\_
- II. Model\_\_\_\_\_
- III. Rated output kw\_\_\_\_\_
- IV. Rated output voltage\_\_\_\_\_
- V. Rated current\_\_\_\_\_
- VI. Country of origin/manufacture\_\_\_\_\_

**5.2.6 General specification of the set**

- I. Average fuel consumption (on full load) litres per hour\_\_\_\_\_
- II. Average fuel consumption (75% load) litres per hour\_\_\_\_\_
- III. Average fuel consumption (50% load) litres per hour \_\_\_\_\_
- IV. Average of protection for the following (fill yes or no)
  - a) low oil pressure\_\_\_\_\_
  - b) high engine temperature\_\_\_\_\_
  - c) over-speed\_\_\_\_\_
  - d) overload\_\_\_\_\_

**5.2.7 Servicing Information**

- a) Availability & sources of spare parts\_\_\_\_\_
- b) Frequency of servicing the generator quoted for\_\_\_\_\_
- c) Comment on any after sale service the tenderer is willing to offer\_\_\_\_\_

**5.2.8 BOQ (please fill in the details)**

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSH
1.1	Supply, delivery to site, install, test and commission a prime rated 16KVA (three phase) 415V,50Hz diesel generating set with a continuous power factor of 0.8 lagging and as fully described in the particulars specifications. The genset is to be complete with a sound attenuated canopy, integral base/belly daily service fuel tank with an operational running capacity of 8hours.	1	No		
1.2	Complete (independent) earthing of the genset using 16sq mm single core earthing cable.	1	No		
1.3	An automatic control panel complete with suitable rated MCCB's contractors and relays for automatic change over operation, all other control and accessories as described in the specifications.	1	No		
1.4	240ac/ 12DC trickle charger as per the specified battery. The charger shall charge the battery when the set is on idle mode, otherwise when the set is running, the battery shall be charged by the alternator charger. wiring shall be done such that the two chargers shall not operate at the same time.	1	No		
1.5	Two run 10sq mm 4core armored cable for power connection	50	M		
1.6	2.5sq mm 4core armoured cable for signal and trickle charger connection	50	M		
1.7	Appropriate cable glands for the armoured cables	8	No		
1.8	Any other material to complete the installation of the generator(specify)	Lot	No		
	<b>SUB-TOTAL</b>				

Sub-Total to be carried in the form of tender

NB Prices given should include all Taxes, and miscellaneous to ensure the job is done without a supplement quote.

**5.3. DETAILED TECHNICAL SPECIFICATIONS FOR A 20 KVA GENERATOR**

**5.3.1 Scope of work:**

The works comprises the supply, delivery, installation, and commissioning of a 20KV<sub>a</sub> 3phase diesel standby generator complete with automatic transfer switch and sound proof canopy.

**5.3.2 References, codes and standards**

All components and assemblies supplied should be designed, manufactured, tested and installed in accordance with applicable NEMA and IEEE standards

**5.3.3 Generator specifications**

Technical data sheet for a 20KVA diesel generator complete with ATS, exhaust and sound proof canopy (please fill in the Requested information)

- VI. Stand by rating KVA/Kw\_\_\_\_\_
- VII. Prime rating KVA/KW \_\_\_\_\_
- VIII. Brand\_\_\_\_\_
- IX. Model\_\_\_\_\_
- X. County of origin\_\_\_\_\_

**5.3.4 Engine data (Please fill in the requested information)**

- VIII. Make/brand (perkins/cummins) or any other specify\_\_\_\_\_
- IX. Model\_\_\_\_\_
- X. Starting system\_\_\_\_\_
- XI. Type of governor\_\_\_\_\_
- XII. Rated speed\_\_\_\_\_
- XIII. Type of cooling system\_\_\_\_\_
- XIV. County of origin/manufacturers\_\_\_\_\_

**5.3.5 Alternator data**

- VII. Make/brand (Stamford, relay somer) specify\_\_\_\_\_
- VIII. Model\_\_\_\_\_

- IX. Rated output kw\_\_\_\_\_
- X. Rated output voltage\_\_\_\_\_
- XI. Rated current\_\_\_\_\_
- XII. Country of origin/manufacturer\_\_\_\_\_

**5.3.6 General specification of the set**

- V. Average fuel consumption (on full load) litres per hour\_\_\_\_\_
- VI. Average fuel consumption (75% load) litres per hour\_\_\_\_\_
- VII. Average fuel consumption (50% load) litres per hour \_\_\_\_\_
- VIII. Average of protection for the following (fill yes or no)
  - e) low oil pressure\_\_\_\_\_
  - f) high engine temperature\_\_\_\_\_
  - g) over-speed\_\_\_\_\_
  - h) overload\_\_\_\_\_

**5.3.7 Servicing Information**

- a) Availability & sources of spare parts\_\_\_\_\_
- b) Frequency of servicing the generator quoted for\_\_\_\_\_
- c) Comment on any after sale service the tenderer is willing to offer\_\_\_\_\_

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSH
1.1	Supply, delivery to site, install, test and commission a prime rated 20KVA (three phase) 415V,50Hz diesel generating set with a continuous power factor of 0.8 lagging and as fully described in the particulars specifications. The genset is to be complete with a sound attenuated canopy, integral base/belly daily service fuel tank with an operational running capacity of 8hours.	1	No		
1.2	Complete (independent) earthing of the genset using 16sq mm single core earthing cable.	1	No		
1.3	An automatic control panel complete with suitable rated MCCB's contractors and relays for automatic change over operation, all other control and accessories as described in the specifications.	1	No		
1.4	240ac/ 12DC trickle charger as per the specified battery. The charger shall charge the battery when the set is on idle mode, otherwise when the set is running, the battery shall be charged by the alternator charger. wiring shall be done such that the two chargers shall not operate at the same time.	1	No		
1.5	Two run 10sq mm 4core armored cable for power connection	50	M		
1.6	2.5sq mm 4core armoured cable for signal and trickle charger connection	50	M		
1.7	Appropriate cable glands for the armoured cables	8	No		
1.8	Any other material to complete the installation of the generator(specify)	Lot	No		
	<b>SUB-TOTAL</b>				

Sub-Total to be carried in the form of tender

NB Prices given should include all Taxes, and miscellaneous to ensure the job is done without a supplement quote.

**Appendix 1: BIDDERS REFERENCE SITE FORM**

**PROJECT SUMMARY FOR EACH REFERENCE SITE**

Please provide the following information on the listed reference clients;

- 1. Entity/Client Name: .....
- 2. Brief description of the clients business:  
.....  
.....
- 3. Brief description of the project:  
.....  
.....  
.....
- 4. Duration of project implementation (dates): .....
- 5. Value of the project: .....
- 6. Contacts of referee: .....
- 7. Contact person: .....
- 8. Title: .....
- 9. Telephone Contact: ..... E-Mail Address: .....
- 10. Signed and stamped/sealed by bidder: .....
- 11. Name of the Authorised Person: .....
- 12. Designation: .....



**SECTION VI : SCHEDULE OF REQUIREMENTS**

**a) Procurement Item**

No	Description	Quantity	Delivery Schedule
1	Generator 20KVA	1	4 Weeks after issuance of LPO/Contract
2	Generator 16 KVA	1	4 Weeks after issuance of LPO/Contract

**b) Instructions on Submission of Bids**

I. The Tenderer must submit a one (1) – envelope bid in the following format: Proposal comprising of the following documents presented in the order given:

Section	Document
A	Tender Notice/Invitation to Tender
B	Power of Attorney (if applicable)
C	Confidential Business Questionnaire
D	Business Registration Certificate/Certificate of Incorporation
E	Key Staff Competency Profiles
F	Details of at least one (1) Major Client
G	Technical Proposal
H	Technical Response Clause-by-Clause
I	Attach Brochures, Catalogues and Manufacturer’s Authorization
	Tax Compliance Certificate

II. Sealing and Marking of the Bid:

The envelope should be clearly marked as follows:

**TENDER NO. URAIA/-02/2017**  
**EXECUTIVE DIRECTOR**  
**URAIA TRUST**  
**P. O. BOX 28151-00100**

**c) Tender Responsiveness Criteria**

	Description of Criteria
a)	Duly filled, signed and stamped Confidential Business Questionnaire
b)	Company Profile- attach copy of Certificate of Incorporation
c)	Tax Compliance Certificate

The documents submitted will be evaluated for suitability and awarded marks as summarized under the Vendor Evaluation Criteria

**d) Vendor Evaluation Criteria**

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 30% of the total tender evaluation.

Description of Criteria	Maximum Score	Cut Off Score
<b>Managerial and Key Personnel Competency Profiles</b> Key Staff Competency Profiles (Attach 2 CVs inclusive of relevant technical experience of key staff in relation to the procurement), demonstrating strong competencies (total experience in Supply, Delivery, Installation & Commissioning of Generators)	10	5
<b>Completeness and Cross-Referencing of the Bid Documents</b> Evidence submitted in brochures, booklets or write-ups must be cross referenced	5	3
<b>Experience/Reputation</b> <ul style="list-style-type: none"> <li>• At least 5 years' experience in Supply, Delivery, Installation &amp; Commissioning of Generators</li> <li>• Proof of satisfactory service rendered for at least three (3) major client with contracts of similar nature, value. Provide summary of services rendered, value of contract and contact person, address and telephone number</li> </ul>	15	7
<b>TOTAL</b>	30	15

e) **Overall Tender Evaluation Criteria**

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/Requirement	Cut Off Mark
Tender Responsiveness	Mandatory	
vendor Evaluation	30	15
Technical Specifications	40	28
Financial Evaluation	30	
Totals	100	

**SECTION VII - : PRICE SCHEDULE FOR GOODS IN KSHS**

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_

Item	Description	Quantity	Unit Price inclusive of all Taxes for the Supply, Delivery, Installation and commissioning of a generators The Prices are Delivery Duty paid at the Installation point
1	<b>Generator 16 KVA</b> 3phase diesel standby generator complete with automatic transfer switch, exhaust and sound proof canopy. The price should include supply, delivery, installation, and commissioning	1	
2	<b>Generator 20 KVA</b> 3phase diesel standby generator complete with automatic transfer switch, exhaust and sound proof canopy. The price should include supply, delivery, installation, and commissioning	1	

**Note:** The award will be made on item by item basis. Uraia Trust management will have the discretion to choose to procure one or both items depending on affordability.

**Tender's Signature** \_\_\_\_\_

**Official Stamp** \_\_\_\_\_

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

## **SECTION VIII :                    STANDARD FORMS**

### **Notes on the Sample Forms**

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.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Manufacturers Authorization Form- When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**8.1. FORM OF TENDER**

Date \_\_\_\_\_

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

To: URAIA TRUST  
P. O. BOX 28151 – 00100 NAIROBI.

Gentlemen and/or Ladies:

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

## 8.2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

Part 1 – General			
1.1.	Business Name	..... .....	
1.2.	Location of Business Premises.	..... .....	
1.3.	Plot No.....	.....	
	Street/Road .....	.....	
	PostalAddress.....	.....	
	Tel No. ....	E mail .....	.....
1.4.	Nature of Business, .....	.....	
1.5.	Registration Certificate No. ....	.....	
1.6.	Maximum Value of Business which you can handle at any one time .....	.....	
1.7.	Name of your Bankers .....	.....	
	Branch .....	.....	
Part 2 (a) – Sole Proprietor			
2a.1	Your Name in Full.....	.....	
	Age .....	.....	
2a.2	Nationality .....	Country of Origin .....	.....
	Citizenship Detail.....	.....	
Part 2 (b) Partnership			
2b.1	Given details of Partners as follows:		
2b.2	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
Shares			
	1.....	.....	
	2.....	.....	
	.....	.....	

3.....  
.....  
4.....  
.....

Part 2 (c) – Registered Company

2c.1 Private or Public .....

2c.2 State the Nominal and Issued Capital of Company-

Nominal .....

Issued .....

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
-------------	--------------------	----------------------------

Shares

1.....

2.....

3.....

4.....

5 .....

Part 3 – Eligibility Status

3.1 Are you related to an Employee, or Board Trustee Member of Uraia Trust ? Yes \_\_\_\_\_  
No \_\_\_\_\_

3.2 If answer in ‘3.1’ is YES give the relationship.

.....  
.....  
.....  
.....

3.3 Does an Employee or Board of Trustee Member of Uraia Trust sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures?  
Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in ‘3.3’ above is YES give details.

.....  
.....

.....  
.....  
.....  
.....

3.5 Have you offered or given anything of value to influence the procurement process? Yes  
\_\_\_\_\_No\_\_\_\_\_

If answer in '3.9' above is YES give details

.....  
.....  
.....  
.....  
.....  
.....

3.6 I DECLARE that the information given on this form is correct to the best of my  
knowledge and belief.

Name.....

Signature .....Date.....



### 8.3. MANUFACTURER'S AUTHORIZATION FORM

To Uraia Trust

WHEREAS ..... [name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us. We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.  
[signature for and on behalf of manufacturer]

**Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.**