



VOLUME 1

**NATIONAL OPEN TENDER DOCUMENT FOR PROCUREMENT OF DESIGN,
SUPPLY, INSTALLATION AND COMMISSIONING OF PRIMARY DISTRIBUTION
SUBSTATIONS AND ASSOCIATED LINES**

(e-Procurement System)

NCB No: KP1/6A.1/PT/12/20/A85

Project: Primary Distribution Substations to Support Last Mile
Connectivity Projects

Issued on: 02nd February, 2021

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ABBREVIATIONS AND ACRONYMS

BDS	Bid Data Sheet
BQ	Bill of Quantities
CBK	Central Bank of Kenya
CC	Conditions of Contract
DDP	Delivery Duty Paid
ERC	Energy Regulatory Commission
EPRA	Energy and Petroleum Regulatory Authority
GoK	Government of Kenya
ICPAK	Institute of Certified Public Accountants of Kenya
JV	Joint Venture
KPLC	Kenya Power & Lighting Company Limited
KSh/KES	Kenya Shillings
PM	Project Manager
PPAD 2015	Public Procurement and Asset Disposal Act, 2015
PPRA	Public Procurement Regulatory Authority
VAT	Value Added Tax
NCA	National Construction Authority
NCB	National Competitive bidding document

NOTE:

ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID

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SECTION I - INVITATION TO TENDER

TENDER NO: KP1/6A.1/PT/12/20/A85 FOR PROCUREMENT OF DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PRIMARY DISTRIBUTION SUBSTATIONS AND ASSOCIATED LINES

1.1 The Kenya Power & Lighting Company Limited hereinafter referred to KPLC invites bids from eligible Tenderers for Design, Supply, Installation, and Commissioning of Primary distribution substations and associated lines. Interested eligible citizen contractors may obtain further information from the General Manager- Supply Chain, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

1.2 **Obtaining tender documents.**

1.2.1 Tender documents detailing the requirements may be obtained from the KPLC E-Procurement Portal.

1.2.2 Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge.

1.3 Submission of Tender documents

Completed Tenders are to be submitted in electronic format on the KPLC's E-procurement portal on the due date and time published on the portal. Tenderers are required to visit the portal from time to time for revised closing dates and addendums. The Tender is to be submitted **ONLINE** on or before the submission date and time indicated on the **KPLC online tendering portal**.

1.4 Prices

Prices quoted should be inclusive of all taxes and delivery costs to the required site of equipment installation and must be in Kenya Shillings only, and shall remain valid for One Hundred and eighty (**180**) days from the closing date of the tender.

Note: Prices indicated on the KPLC online tendering portal should be exclusive of VAT.

1.5 Opening of submitted Tenders

Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in **KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi.**

1.6 **Mandatory Pre-bid meeting and site visit to the three (3) project sites**

There will be a **mandatory** pre-bid meeting to be held at KPLC's premises, Stima Plaza, Auditorium, Kolobot Road, Nairobi, Kenya at 10:00 am on **08th February, 2021** and site visit thereafter.

SECTION II - TENDER SUBMISSION CHECKLIST**2. Tender Submission Format**

Tenderers shall submit in their bid the documents listed in the table below.

This order and arrangement shall be considered as the Tender Submission Format. Tenderers are advised to clearly label their documents while uploading on the e-procurement portal and shall tick against each item indicating that they have provided it.

No	Item	Tick Where Provided
1	Tender Security – Bank Guarantee issued by Banks Licensed by the Central Bank of Kenya)	
2	Duly completed Declaration Form	
3	Duly completed Tender Form	
4	Duly completed Confidential Business Questionnaire (CBQ)	
5	Duly completed performance qualification information Forms	
6	Key project implementation personnel academic qualifications and experience information forms	
7	Proposed Work Plan (Work methodology & Project implementation Schedule)	
8	Duly completed and signed Site Visit Form (Mandatory)	
9	Copy of bidder's company Certificate of Incorporation	
10	Duly completed Guaranteed Technical Particulars for all major items	
11	Certificate of Confirmation of Directors and Shareholding (CR12)	
12	Copy of bidder's relevant ERC/EPRA Class of registration as Electrical contractor from Energy & Petroleum Regulatory Authority (EPRA)	
13	Copy of Subcontractor's relevant ERC/EPRA Class of registration as Electrical contractor from Energy & Petroleum Regulatory Authority (EPRA) (<i>where applicable</i>)	
14	Copy of Subcontractor's Certificate of Incorporation (<i>where Applicable</i>)	
15	Copy of bidder's relevant Certificate of registration from the National Construction Authority (NCA- Civil, Building and Electrical works)	
16	Copy of Subcontractor's relevant Certificate of registration from the National Construction Authority (NCA- Civil, Building and electrical installation works) (<i>where applicable</i>)	
17	Copy of Valid KRA Tax Compliance Certificate	
18	Copy of KRA PIN certificate	
19	Type Test report and Certificates for major materials	
20	Copy of accreditation certificate for the type test testing laboratory as per ISO/IEC 17025	
21	Valid and current ISO 9001:2015 Certificates for the manufacturer of materials or for locally manufactured materials a valid Mark of Quality Certificate or Standardization Mark Certificates from the Kenya Bureau of Standards (KEBS).	
22	Catalogues and Manufacturer's drawings of all major materials	
23	Manufacturer's Authorisation form	
24	Three (3) similar previous EPC signed contracts with full contacts as well as physical addresses, and reference letters from at least three (3) of the clients	

No	Item	Tick Where Provided
25	A list of four (4) signed sales contracts and four (4) reference letters, contacts and physical addresses for similar major items, outside country of origin in the last 3 years. This shall be provided for every major item to be supplied in this contract (Not applicable for all locally sourced materials).	
26	Duly completed, signed and stamped Price schedules	
27	Statement on Deviations if any	
28	Audited Financial Statements for the last (3) three years. The latest audited financial statements must be those that are reported within twelve (12) Calendar months from the date of the tender document.	
29	Any other document or item required by the tender document. (Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERERS**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date
2. Valid Registration Certificate shall be one issued by the relevant body i.e. National Construction Authority (NCA) and Energy and petroleum regulatory Authority (EPRA).

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the KPLC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“NCA” wherever appearing means the National Construction Authority or its successor(s) and assign(s) where the context so admits*
- g) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- h) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- i) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- j) *“The Tenderer” means the person(s) submitting its Tender for the performance of Works in response to the Invitation to Tender. This may include a business name, joint venture, private or public company, government owned institution or any combination of one or more of them.*
- k) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- l) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- m) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

- n) *“Works” means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.*
- m) *KPLC’s “authorised person” shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*
- n) *Citizen contractors-a firm shall be qualified as a citizen contractor if its owners and shareholders are Kenyan citizens*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

3.2 Eligible Tenderers

- 3.2.1 This Invitation to Tender is open to all Citizen Contractors eligible as described in the Bid Data Sheet (Appendix to Instructions to Tenderers). Successful Tenderers shall perform the Works in accordance with this tender and the ensuing contract.
- 3.2.2 Agreements between undertaking to directly or indirectly fix purchase or selling prices or any other trading conditions are prohibited. Where this is discovered, the undertakings involved will not be eligible for award and all undertakings involved shall be disqualified.
- 3.2.3 The classification of eligibility shall be in accordance with that maintained by Kenya’s NCA and EPRA or their successors responsible for the classification of contractors.
- 3.2.4 Government or government owned institutions in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependant agency of the Government.
- 3.2.5 All Tenderers shall comply with all relevant licensing and/or registration requirements with the appropriate statutory bodies in Kenya such as the NCA, the ERC, the National Treasury, the County Treasury or any other relevant authority.
- 3.2.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to KPLC as KPLC may reasonably request.
- 3.2.7 Tenderers (including all members of a joint venture and subcontractors) shall provide a statement that they are not associated, or have not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for this project or being proposed as Project Manager for this Contract. A firm that has been engaged by the Employer to provide

- consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender
- 3.2.8 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. KPLC reserves the right to subject the certificate to authentication.
- 3.2.9 In addition a tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria:-
- (a) the tenderer has the legal capacity to enter into a contract for procurement or asset disposal;*
 - (b) the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up;*
 - (c) the tenderer, if a member of a regulated profession, has satisfied all the professional requirements;*
 - (d) the tenderer and his or her sub-contractor, if any, is not debarred;*
 - (e) the tenderer has fulfilled tax obligations;*
 - (f) the tenderer has not been convicted of corrupt or fraudulent practices; and*
 - (g) is not guilty of any serious violation of fair employment laws and practices.*

3.3 Ineligible Tenderers

- 3.3.1 Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender: -
- a) KPLC's employees, its Board or any of its committee members.
 - b) Any Cabinet Secretary of the Government of the Republic of Kenya (GoK)
 - c) Any public servant of GoK.
 - d) Any member of a Board or Committee or any department of GoK.
 - e) Any person appointed to any position by the President of Kenya.
 - f) Any person appointed to any position by any Cabinet Secretary of GoK.
- 3.3.2 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.9 above. 3.3.3. Despite the provisions of section 3.3.1 and 3.3.2, a tenderer having a substantial or controlling interest shall be eligible to bid where—
- (a) such tenderer has declared any conflict of interest; and
 - (b) performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.

- 3.3.4 For the purposes of this paragraph, any relative i.e. spouse(s) and child (ren) of any person mentioned in sub-paragraph 3.3.1 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy-President or the Attorney General of GoK.
- 3.3.5 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 KPLC 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 to Tender.
- 3.3.6 Tenderers shall not be under declarations as prescribed in Section X
- 3.3.7 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed in Section X.
- 3.3.8 Those that are under the Declaration as prescribed in Section X whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.4 Declarations of Eligibility

- 3.4.1 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.3.1, 3.3.2 and 3.3.4 above.
- 3.4.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed in Section X.
- 3.4.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.5 Joint Venture

- 3.5.1 Tenders submitted by a joint venture (JV) of two or more firms (consortium), as partners shall comply with the following requirements: -
- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
 - b) One of the partners shall be nominated and authorized as being Lead contractor/Bidder. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners/directors.
 - c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i) for local and citizen contractors, before a Commissioner of Oaths or

- a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence (Not applicable).
 - d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.
- 3.5.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.5.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- 3.5.3 The JV must be in either of the following forms –
- a) A registered JV agreement. The registration may either be :-
 - (i.) At the Ministry of Transport, Infrastructure, Housing and Urban Development or,
 - (ii.) At the Office of the Attorney General, or
 - (iii.) NCA and EPRA
 - b) A Letter of Intent to enter into a joint venture including a draft JV Agreement indicating at least the part of the Works to be executed by the respective partners.
 - c) The JV agreement should be signed by at least two directors from each company or firm that is a party to the JV
 - d) The JV agreement must be under the company or firm seal
 - e) The Letter of Intent should be signed by at least one director from each company or firm that is a party to the intended joint venture
- 3.5.4 A copy of the agreement entered into, or Letter of Intent by the joint venture partners shall be submitted with the tender.

3.6 Time for Completion of Works

The successful Tenderer will be expected to complete the Works by the required completion period as specified in the BDS.

3.7 Source of Funding

KPLC has received funding from GoK through MoE and has set aside the funds in the present financial year. It is intended that part of the proceeds of funds will be applied to cover the eligible payments under the ensuing contract for these Works.

3.8 Conflict of Interest

3.8.1 A Tenderer (*including all members of a joint venture and subcontractors*) shall not have a conflict of interest. A Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process if they: -

- a) are associated or have been associated in the past directly or indirectly with employees or agents of KPLC or a member of the Board or committee of KPLC
- b) are associated or have been associated in the past directly or indirectly with a firm or company or any of their affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the execution, completion and maintenance of the Works under this Invitation to Tender
- c) have controlling shareholders in common with (b) above
- d) receive or have received any direct or indirect subsidy from any of them
- e) have a relationship with each other, either directly or through common third parties, that puts them in a position to have access to information about, or influence on the tender of another Tenderer, or influence the decisions of KPLC regarding this tendering process
- f) submit more than one Tender in this tendering process.

3.8.2 A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the Works and related services that are the subject of this Tender.

3.9 One Tender per Tenderer

3.9.1 A firm or company shall submit only one Tender in the same tendering process, either individually or as a partner in a joint venture.

3.9.2 No firm or company can be a sub-contractor while submitting a Tender individually or as a partner in a joint venture in the same tendering process.

3.9.3 A company or firm, if acting in the capacity of sub-contractor in any Tender may participate in more than one Tender but only in that capacity.

3.9.4 A Tenderer who submits or participates in more than one tender (*other than as a sub-contractor or in cases of alternatives that have been permitted or requested*) will cause all tenders in which the Tenderer has participated to be disqualified.

3.10 Mandatory Pre-Bid Meeting and Site Visits

3.10.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine all the sites of Work and its surrounding and obtain all information that

- may be necessary for preparing the tender and entering into a contract for the Works. The cost of visiting the site shall be at the Tenderer's own expense.
- 3.10.2 KPLC shall conduct a pre-bid meeting and site visit. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.10.3 The Tenderer's designated representative is invited to attend a site visit and pre-bid meeting which if convened will take place at the venue and time stipulated in the BDS.
- 3.10.4 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach KPLC before the pre-bid meeting.
- 3.10.5 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting will be transmitted within the time stated in the BDS to all purchasers of the Tender Document.
- 3.10.6 Non-attendance during the **Mandatory pre-bid meeting and site visit** will be a cause of disqualification of the Tender unless specified to the contrary in the BDS.

3.11 Cost of Tendering

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

3.12 Contents of the Tender Document

- 3.12.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.14 of these Instructions to Tenderers: -

- a) *Invitation to Tender*
- b) *Tender Submission Checklist*
- c) *Instructions to Tenderers*
- d) *Bid Data Sheet*
- e) *Schedule of Requirements*
- f) *Bill of Quantities and specifications for the works*
- g) *Summary of Evaluation Process/Evaluation Criteria*
- h) *General Conditions of Contract*
- i) *Special Conditions of Contract s*
- j) *Technical Specifications*
- k) *Drawings*
- l) *Tender Form*
- m) *Confidential Business Questionnaire Form*
- n) *Manufacturer's Authorization Form*
- o) *Manufacturer's Warranty*

- p) *Tender Security Forms*
- q) *Declaration Form*
- r) *Contract Agreement Form*
- s) *Performance Security Forms*
- t) *Proposed Work Program (Work method & schedule)*

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

3.12.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.13 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Employer in writing at the Employer's address **specified in the ITT** or raise its enquiries during the pre-bid meeting if provided for in accordance with ITT 3.10. KPLC 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 KPLC. Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be published and accessible to all prospective Tenderers on the KPLC's tendering portal.

3.14 Amendment of Documents

3.14.1 At any time prior to the deadline for submission of Tenders, KPLC, 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.

3.14.2 All prospective Tenderers that have registered in the portal for the Tender will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.

3.14.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPLC, at its discretion, may extend the deadline for the submission of Tenders.

3.15 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KPLC, shall be written in English language, provided that any printed literature furnished by the Tenderer may

be written in another language provided that 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.16 Documents Comprising the Bid

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and Priced schedules duly completed signed and stamped*
- b) *Documentary evidence that the Works and any ancillary services thereto to be performed by the Tenderer conform to the tender documents*
- c) *Technical Proposal in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the Works requirements and Implementation/ work schedule in Gantt chart. Those details should include but not limited to the following: -*
 - (i.) *work methods and schedule i.e. Methodology statement*
 - (ii.) *Major equipment proposed to carry out the works*
 - (iii) *and undertaking that the items in c (ii) will be available for the execution of the Contract.*
- d) *Tender Security furnished in accordance with the Tender requirements*
- e) *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements.*
- f) *Guaranteed technical schedules for major items/equipment dully filled and signed by the manufacturer*
- g) *A detailed list of previous contracts as prescribed in the BDS for similar Works on tender and their contact addresses including e-mail shall be submitted with the Tender for the purpose of reference, or for evaluation*
- h) *Three reference letters from clients/employers of similar previous contracts executed successfully.*
- i) *Manufacturer's authorization for major items required in the contract*
- j) *List of previous sales records for the major items in and outside the country of origin/Manufacturer.*
- k) *List of key contractor's personnel, their CVs, and education certificates to be engaged in the supervision and management of the project throughout the contract period.*
- l) *Statement of Deviations, if any, from the tender requirements on a separate sheet of paper clearly indicating –*
 - (i.) *the specific tender document requirement*

- (ii.) *the deviation proposed by the Tenderer (iii.)
the technical specifications of the deviation (iv.)
the design, if any, of the deviation*
 - (v.) *justification or reason for the deviation*
 - (vi.) *the Tenderer's cost of that deviation and the Tenderer's estimate of
the cost of complying with KPLC's requirement without the
deviation.*
- m) *In case of a tender submitted by a joint venture, either of the following –*
 - (i.) *the registered joint venture agreement, or,*
 - (ii.) *a Letter of Intent to enter into a joint venture including a draft JV
agreement indicating at least the part of the Works to be executed by the
respective partners.*
- n) *Any information or other materials required to be completed and submitted by
Tenderers as specified in the Tender Document*

3.17 Tender Forms

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Works to be performed, a brief description of the Works, quantities, and prices amongst other information required.

3.18 Tender Rates and Prices

- 3.18.1 The Tenderer shall indicate on the Price Schedule and/or Bill of Quantities, the unit rates and prices (where applicable) and total tender price of the Works it proposes to perform under the contract.
- 3.18.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Price Schedule and/or BQs. Items for which no rates or price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed covered by other rates and prices in the Price Schedule and/or BQs.
- 3.18.3 Prices and rates indicated on the Price Schedule and/or BQs shall be inclusive of all costs for the Works including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC (where applicable) or other specified site(s). No other basis shall be accepted for evaluation, award or otherwise.
- 3.18.4 Price Schedule and/or BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.18.5 For the avoidance of doubt, Tenderers shall quote on Delivered Duty Paid (*DDP*) basis. No other basis shall be accepted for evaluation, award or otherwise.
- 3.18.6 Section 20 of the Insurance Act Cap 487 requires all imports to the country to be insured with a local insurance company. It is now mandatory for all marine cargo imports to adhere to this requirement.

- 3.18.7 A price that is derived by a disclosed incorporation or usage of an internationally accepted standard formula shall be acceptable within the meaning of this paragraph.
- 3.18.8 The primary distribution substation works component shall be on lump sum basis contract, whereas the distribution line works shall be on admeasurement contract basis. Relevant evaluation criteria shall therefore apply to each component as detailed in the Section VII - Evaluation Criteria.

3.19 Tender Currencies

- 3.19.1 For Works that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya (USD). The currency quoted must be indicated clearly on the Price Schedule and/or BQs.
- 3.19.2 The exchange rate to be used for currency conversion for evaluation purposes shall be the Central Bank of Kenya selling rate prevailing on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

3.20 Tenderer's Eligibility and Qualifications

- 3.20.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to execute, complete and maintain the Works in the contract if its Tender is accepted.
- 3.20.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC'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. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document.*
 - b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide –*
 - (i) *Audited Financial Statements (Audited Accounts) that are reported within thirty six (36) calendar months of the date of the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.*
 - (ii) *For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.*
 - (iii) *A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity*

of the TCC with KRA's Compliance Department to avoid rejection of its Tender.

- (iv) *Evidence of adequacy of working capital for this Contract eg. Access to line(s) of credit and availability of other financial resources*
 - c) *that the Tenderer has the technical and/or production capability necessary to perform the contract.*
 - d) *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, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications.*
 - e) *that the Tenderer has the technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes: -*
 - (i.) *documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.*
 - (ii) *employment records including contracts of employment for all key personnel*
 - (iii.) *The Tenderer's undertaking that the key site management and technical personnel will be available for the contract*
 - (iv.) *List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works*
 - f) *that the Tenderer is duly classified and currently registered by NCA, EPRA, the National Treasury, the County Treasury or any other relevant authorised body as capable of performing the Works under the contract. The Tenderer will furnish KPLC with a copy of the registration certificate and copy of renewal receipt. KPLC reserves the right to subject the certificate and receipt to authentication.*
 - g) *information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount; and*
 - h) *detailed proposals for subcontracting components of the Works amounting to more than **twenty percent (20%)** of the Contract Price.*
 - i) *tenderer's confirmation that at least forty percent (40%) of their supplies is sourced from citizen contractors, where applicable.*
- 3.20.3 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.21 Eligibility and Conformity of Works to Tender Documents

- 3.21.1 The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the Tender Document of all the Works that the Tenderer proposes to perform under the contract.
- 3.21.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 3.21.3 The documentary evidence of conformity of the Works to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -
- a) *a detailed description of the essential technical and performance characteristics of the Works whether in brochures, catalogues, drawings or otherwise,*
 - b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the Works for a minimum period of six (6) months following usage of the Works after the official handing over to KPLC, and,*
 - c) *Duly completed Schedule of Guaranteed Technical Particulars (GTP) as per Tender Specifications demonstrating substantial responsiveness of the goods and service to those specifications and, if any, a statement of deviations and exceptions to the provisions of the Technical Specifications.*
 - d) *duly completed Price Schedule and/or BQs' in compliance with KPLC's schedule of requirements and/or BQs requirements or, a Statement of Deviations and exceptions to the provisions of KPLC's schedule of requirements and/or BQs' requirements.*
 - e) *Clear but brief work methodology for major civil and electrical installation works involved in the contract.*

For (a), (b) and (c) above, the literature, drawings and data shall be those from the Manufacturer.

- 3.21.4 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.21.1, 3.21.2 and paragraph 3.22, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its schedule of requirements and/or BQs' are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the BQs'.

3.22 Demonstration(s), Inspection(s) and Test(s)

- 3.22.1 Where required, all Tenderers shall demonstrate ability of performance of the required Works in conformity with the schedule of requirements and/or Bills of Quantities.
- 3.22.2 KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.
- 3.22.3 The bidder shall meet the cost of demonstration, inspection and test while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its nominated officers inspecting and witnessing tests. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).
- 3.22.4 Demonstration and/or Inspection and/or Test Report(s) shall be completed upon conclusion of the demonstration/ inspection/ tests. This Report will be considered at time of evaluation and or award.

3.23 Warranty

- 3.23.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that any part of the Works that comprises any equipment, the equipment to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- 3.23.2 The Warranty shall also warrant that the equipment in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the equipment under the conditions obtaining in Kenya.
- 3.23.3 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination indicated in the contract.

3.24 Tender Security

- 3.24.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the BDS. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the Tender Security Box on **3rd Floor, Stima Plaza, Parklands** on or before the opening date and time and receipt acknowledged by KPLC evidenced by a stamped copy.

- 3.24.2 The tender security shall be either one or a combination of the following: -
- a) an original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya (CBK) that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document. The bank must be located in Kenya.
 - b) For local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For foreign bidders (if applicable), Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form
- 3.24.3 The Tender Security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.24.10.
- 3.24.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by a commercial bank located in Kenya and licensed by the Central Bank of Kenya or a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund. The bank or institution must be located in Kenya.
- 3.24.5 The Tender Security shall be valid for **thirty (30) days** beyond the validity of the tender.
- 3.24.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank/institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank/institution within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.24.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.35.

- 3.24.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
 - b) *KPLC determines that none of the submitted Tenders is responsive*
 - c) *a contract for the procurement is entered into*
- 3.24.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.44 and furnishing an authentic Performance Security, pursuant to paragraph 3.24.
- 3.24.10 The Tender Security shall be forfeited –
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
 - b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.44*
 - c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.24*
 - d) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.25.*
- 3.24.11 In cases of a JV bid, without prejudice to the provisions relating to a JV, the Tender Security may be in the name of any or all parties to the JV and the above provisions on Tender Security shall apply.

3.25 Validity of Tenders

- 3.25.1 Tenders shall remain valid for **one hundred and Eighty (180) days** after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.29. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.25.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.25 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.26 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.27 Preparation and Signing of the Tender

- 3.27.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.27.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -

- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
- b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

In either case above, the Power of Attorney shall accompany the Tender.

3.27.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.

3.27.4 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 initialled by the person or persons signing the Tender.

3.27.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of paragraph 3.21.

3.27.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to this paragraph 3.27.

3.28 Deadline for Submission of Tenders

3.28.1 Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF form.

3.28.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.14, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.29 Modification and Withdrawal of Tenders

3.29.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.

3.29.2 No Tender may be modified after the deadline for submission of Tenders.

3.29.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

3.30 Opening of Tenders

3.30.1 KPLC shall open all Tenders promptly at the date and time specified in the KPLC tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.

- 3.30.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.30.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.30.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.31 Process to be Confidential

- 3.31.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.31.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KPLC notifies the successful bidder(s). In any event, official disclosure by KPLC of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.31.3 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.32 Clarification of Tenders and Contacting KPLC

- 3.32.1 To assist in the examination, evaluation and comparison of Tenders KPLC 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.
- 3.32.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.32.3 Save as is provided in this paragraph and paragraph 3.13 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the contract is awarded.
- 3.32.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.33 Preliminary Tender Evaluation

- 3.33.1 Prior to the detailed Technical and Financial evaluation, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.33.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.33.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.34 Minor Deviations, Errors or Oversights

- 3.34.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.
- 3.34.2 Such minor deviation: –
- 3.34.2.1 shall be quantified to the extent possible,*
- 3.34.2.2 shall be taken into account in the evaluation process, and,*
- 3.34.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.*
- 3.34.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.35 Technical Evaluation and Comparison of Tenders

- 3.35.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Schedule of Requirements and/or BQs set out in the Tender Document and as per the prescribed Evaluation Criteria.
- 3.35.2 The Implementation Plan is a critical aspect of the Tender. KPLC requires that the Works shall be performed at the time specified in the BDS. KPLC's evaluation of a tender will also take into account the Work Plan proposed in the Tender.

3.36 Financial Evaluation

- 3.36.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall include: -
- a) the rates and prices [which must be inclusive of insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable (where applicable) and delivery to the premises of KPLC (where applicable) or other specified site(s)]
- b) Confirming if there are any deviations in the Payment Schedule from what is specified in the Special Conditions of Contract

- 3.36.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate prevailing on the date of tender closing provided by the Central Bank of Kenya.

3.37 Preferences

- 3.37.1 Subject to availability and realization of the applicable international or local standards, only such manufactured articles, materials or supplies wholly mined and produced in Kenya shall be subject to preferential procurement.
- 3.37.2 Despite the above provisions, preference shall be given to —
- (a) manufactured articles, materials and supplies partially mined or produced in Kenya or where applicable have been assembled in Kenya; or
 - (b) firms where Kenyans are shareholders.
- 3.37.3 The threshold for the provision under 3.37.2 (b) shall be above fifty-one percent of Kenyan shareholders.
- 3.37.4 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.
- 3.37.5 In the evaluation of tenders, exclusive preference shall be given to citizen contractors where the amount of the tender as evaluated is below **Kshs. 500 Million** in respect of works.
- 3.37.6 For purposes of this paragraph the Tenderer shall submit with its Tender, the following documents: -
- a) a valid copy of certificate or letter of Confirmation of Ownership or Partnerships and Shareholding (CR12) issued and signed by the Registrar of Companies or Registrar of Business Names both of the Office of the Attorney General of Kenya.
 - b) The certificate must not be more than three (3) months old from the Date of the Tender Document. KPLC reserves the right to subject the certificate to authentication.
 - c) A copy of the Memorandum and Articles of Association of the company
 - d) In JV, sub-contracting or other contractual arrangements, copies of the Memorandum and Articles of Association of each company in the JV, sub-contracting or other contractual arrangements,
 - e) Any other additional document that may be specified in the in the data bid sheet.

3.38 Debarment of a Tenderer

A Tenderer who gives false information in the Tender about its 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.

3.39 Confirmation of Qualification for Award

- 3.39.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.39.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.20 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.39.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.40 Award of Contract

- 3.40.1 KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

3.41 Termination of Procurement Proceedings

- 3.41.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.41.2 KPLC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.42 Notification of Award

- 3.42.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.42.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.42.3 Simultaneously, and without prejudice to the contents of paragraph 3.42, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.
- 3.42.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank/institution and/or the Tenderer and such

Bank/institution discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

3.43 Clarifications with the Successful Tenderer (s)

3.43.1 Clarifications may be undertaken with the successful Tenderer(s) relating to any or all of the following areas: -

- a) A minor alteration to the technical details of the Schedule of requirements and/or BQ's
- b) Reduction of quantities for budgetary reasons where the reduction is in excess of any provided for in the Tender Document
- c) A minor amendment to the SCC.
- d) Finalizing payment arrangements
- e) Mobilization arrangements e.g. operational details
- f) Agreed final delivery or Work Plan to accommodate any changes required by KPLC.
- g) Methodology and Staffing
- h) Clarifying details that were not apparent or could not be finalized at the time of tendering

3.43.2 Clarifications shall not change the substance of the Tender.

3.44 Signing of Contract

3.44.1 At the same time as KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.

3.44.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC within that period of fourteen (14) days.

3.44.3 KPLC shall sign and date the Contract not earlier than fourteen (14) days from the date of notification of contract award. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.45.

3.44.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.

3.44.5 Paragraph 3.45 together with the provisions of paragraph 3.44 will apply with necessary modifications with respect to the Tenderer notified under this sub-paragraph 3.42.4.

3.45 Performance Security

- 3.45.1 Within fourteen (14) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security. The Performance Security shall be denominated in Kenya Shillings and shall be valid until a date Three hundred and fifty four (354) days **beyond** the date of issue of the Certificate of Completion.
- 3.45.2 The Performance Security shall be either one or a combination of the following:
- a) An original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. The bank issuing the Bank Guarantee must be located in Kenya.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 3.45.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (**10%**) of the contract/bid price.
- 3.45.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.45.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that it's Tender has been accepted.
- 3.45.6 Without prejudice to sub-paragraph 3.45.5, failure of the successful Tenderer to furnish an authentic Performance Security, during the existence of a running Contract, the Performance Security of the running Contract shall be liquidated by KPLC before expiry of the same.

3.46 Corrupt or Fraudulent Practices

- 3.46.1 KPLC 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: -
- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*
- 3.46.2 KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.46.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION IV – BID DATA SHEET (APPENDIX TO INSTRUCTIONS TO TENDERERS)

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Bid Data Sheet, the provisions of the BDS shall prevail over those of the ITT.

Clause No.	ITT Reference Clause	Particulars of Appendix
1.1	Invitation to Tender	<p>The name of the NCB: Procurement of Design, Supply, Installation and Commissioning of Primary Substations and Associated Lines</p> <p>The identification number of the NCB: KP1/6A.1/PT/12/20/A85</p> <p>The number and identification of lots (contracts) comprising this NCB are:</p> <p>KP1/6A.1/PT/12/20/A85 LOT 1 – Procurement of Design, Supply, Installation and commissioning of 7.5MVA 33/11 kV Substations and associated Lines at Moi’s Bridge substation in Trans-Nzoia county.</p> <p>KP1/6A.1/PT/12/20/A85 LOT 2 – Procurement of Design, Supply, Installation and commissioning of 7.5MVA 33/11 kV Substations and associated Lines at Kabianga substation in Kericho county.</p> <p>KP1/6A.1/PT/12/20/A85 LOT 3 – Procurement of Design, Supply, Installation and commissioning of 7.5MVA 33/11 kV Substations and associated Lines at Kiamokama substation in Kisii county.</p> <p>Bidders may bid for any one lot or any number of lots. However, the maximum number of lots a bidder may be awarded shall be One (1) lot. The criteria to be used in arriving at the One (1) lot, for any bidder evaluated as the lowest in the three (3) or two (2) lots shall be the lot that gives the employer the lowest total cost across the three (3) or the two (2) lots respectively.</p> <p><i>Bidders should note that Each Lot shall constitute one contract.</i> <i>Note: The general geographical locations of the lots are detailed under Section VI of Volume II bidding document (Work Requirements) complete with details relating to the scope, specifications and Bill of quantities.</i></p>
1.2	Obtaining tender documents	Tender document shall be obtained from KPLC’s website (www.kplc.co.ke) free of charge.

Clause No.	ITT Reference Clause	Particulars of Appendix												
1.3	Submission of Tender documents	Bids to be submitted ONLINE via KPLC online tender portal.												
1.4	Bid Price	The prices quoted by the Bidder shall be: Fixed and terms shall be strictly on Delivered Duty Paid (DDP) Currency shall be Kenya Shillings (KES) only <i>Bidders are advised that prices quoted on the KPLC online tendering portal should be exclusive of VAT taxes.</i>												
1.5	Opening of submitted Tenders	The deadline for bid submission is: Date: 16th March, 2021 Time: 10:00AM Bidders <i>shall not</i> have the option of submitting their bids in hardcopies.												
		The bid opening shall take place at: Address: Kenya Power & Lighting Co. ltd Street Address: Stima Plaza, Kolobot Road, Parklands Floor/Room number: <i>Auditorium</i> Date: 16th March, 2021 Time: 10:30 Am East Africa Time												
1.6	Pre-bid meeting	A Pre-Bid meeting <i>shall</i> take place at the following date, time and place: Date: 08th February, 2021 Time: 1000hrs East Africa Time Place: The Auditorium, Stima Plaza, Kenya Power Kolobot Rd, Parklands, Nairobi												
3.2	Eligible Tenderers	Tender is open to all Citizen Contractors.												
3.5	Joint Venture	Shall constitute a Maximum of three (3) members												
3.6	Implementation time	18 Months from effective date of the contract												
3.10	Mandatory Pre-bid site visits	A Pre-bid site visits will be conducted by the employer as follows:												
		<table border="1"> <thead> <tr> <th>Date</th> <th>Time</th> <th>Site</th> <th>Starting point</th> </tr> </thead> <tbody> <tr> <td>09th February, 2021</td> <td>1000Hrs East Africa Time</td> <td>Kiamokama (Kisii county)</td> <td>Kisii KPLC office</td> </tr> <tr> <td>10th February, 2021</td> <td>1000Hrs East Africa Time</td> <td>Kabianga (Kericho County)</td> <td>Kericho KPLC offices</td> </tr> </tbody> </table>	Date	Time	Site	Starting point	09th February, 2021	1000Hrs East Africa Time	Kiamokama (Kisii county)	Kisii KPLC office	10th February, 2021	1000Hrs East Africa Time	Kabianga (Kericho County)	Kericho KPLC offices
		Date	Time	Site	Starting point									
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10th February, 2021	1000Hrs East Africa Time	Kabianga (Kericho County)	Kericho KPLC offices											

Clause No.	ITT Reference Clause	Particulars of Appendix			
		11 th February, 2021	1000Hrs East Africa Time	Moi's Bridge (Trans Nzoia County)	Moi Barracks 33/11 kv substation along Eldoret- Kitale road
<i>Pre-bid Site Visit is mandatory to all bidders and bidder's representative shall include at least one technical staff who shall sign the site visit form.</i>					
3.13	Clarification of document	<p>For clarification purposes, the Employer's address is:</p> <p>Attention: Eng. Nicholas Kiminda Ag. CHIEF ENGINEER, PROJECTS DEVELOPMENT (SUBSTATIONS) The Kenya Power, Stima Plaza 2nd floor Kolobot Road, Parklands P.O Box 30099 – 00100 Nairobi, Kenya</p> <p>Electronic mail address: NKiminda@kplc.co.ke and a copy to; Telephone: +254-20-711051</p> <p>Peter Kioko Project Manager. Electronic mail address Pmkioko@kplc.co.ke Telephone: +254-20-711031828</p> <p>Stella Mucheke Ag. Chief supply Chain Officer Infrastructure Electronic mail address: Smucheke@kplc.co.ke Telephone: +254-20-711031349</p> <p>Ali Hussein Supply Chain Officer Turnkey projects Electronic mail address: Aomar@kplc.co.ke Telephone: +254-20-711031033</p>			
3.16 (n)	Document comprising tender	<p>In addition to requirements in clause 3.16 (a) to (l) bidders shall submit with the bids:</p> <ol style="list-style-type: none"> a) At least three (3) previous similar EPC signed contracts with full contacts including telephone, email and physical addresses of previous clients where similar EPC contracts have been implemented successfully in the last 8years b) Three (3) Reference Letters from the previous clients of similar EPC contracts confirming satisfactory completion of the contracts c) Duly filled and signed Schedule of Prices d) Project implementation schedule in Gantt chart 			

Clause No.	ITT Reference Clause	Particulars of Appendix								
		<p>e) Documentary evidence to demonstrate manufacturer qualification:</p> <ul style="list-style-type: none"> • Manufacturer’s authorizations and Warranty in case the bidder is not a manufacturer • Manufacturer’s ISO 9001:2015 • Guaranteed Technical Particulars (GTPs) duly completed and signed by the bidder/manufacturer as required in technical specifications. • Type tests report and certificate from accredited testing laboratory as required in the technical specifications • The accreditation certificate for the testing laboratory to ISO/IEC 17025 • Bidders shall provide additional information such as brochures/catalogues and drawings (technical data sheet) describing in detail the technical particulars of proposed equipment. • The Manufacturer’s declaration of Conformity to reference standards. <p>f) Bidder’s Audited Financial statements for the last three (3) years, the latest audited financial statements must be those that are reported within 12 calendar months of date of tender document.</p> <p>g) Documentary Evidence indicating manufacturers Supplies record as follows;</p> <p>h) List of manufacturer’s customer sales records outside country of origin/manufacturer to support the offer. Details of the supply contracts as follows:</p> <ul style="list-style-type: none"> i) The Client’s name, address and contact person as well as its location. ii) Four Copies of signed contracts, award letters, and Purchase Orders indicating quantity of similar equipment supplied under the contract and the contract amount outside the country of origin iii) Four copies of reference letter from clients confirming satisfactory performance of the similar equipment <p>Major Materials in the Project are:</p> <table border="1" data-bbox="623 1717 1414 1902"> <thead> <tr> <th data-bbox="623 1717 699 1759">No.</th> <th data-bbox="699 1717 1414 1759">Equipment/Materials</th> </tr> </thead> <tbody> <tr> <td data-bbox="623 1759 699 1793">1</td> <td data-bbox="699 1759 1414 1793">Power transformer</td> </tr> <tr> <td data-bbox="623 1793 699 1829">2</td> <td data-bbox="699 1793 1414 1829">Distribution power transformers</td> </tr> <tr> <td data-bbox="623 1829 699 1902">3</td> <td data-bbox="699 1829 1414 1902">33 and 11kV Outdoor Switchgears (Circuit breaker, Autorecloser and Isolators)</td> </tr> </tbody> </table>	No.	Equipment/Materials	1	Power transformer	2	Distribution power transformers	3	33 and 11kV Outdoor Switchgears (Circuit breaker, Autorecloser and Isolators)
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3.18.4	Tender price	Price shall be fixed Bid price shall be quoted on Delivered Duty Paid (DDP)																						
3.18.8	Lump sum and admeasurement	Substation works component shall be on lump sum basis contract, whereas the distribution line works shall be on admeasurement basis.																						
3.19	Tender Currency	Currency shall be KES only																						
3.20	Tender eligibility and qualification	Kenyan Citizen contractors only																						
3.21.3(a)	Catalogues, Brochures Drawings	All are required.																						
3.22.4	Test Report(s) and Accreditation certificate of testing Laboratory	All required																						
3.23	Warrant period	Warranty period is One (1) year																						
3.24.2	Tender security	<p>Bidder shall furnish a bid security in the form of a Bank Guarantee issued by Banks Licensed by the Central Bank of Kenya)</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Bid Security in KES.</th> </tr> </thead> <tbody> <tr> <td>Lot 1</td> <td>5,700,000</td> </tr> <tr> <td>Lot 2</td> <td>5,000,000</td> </tr> <tr> <td>Lot 3</td> <td>5,300,000</td> </tr> </tbody> </table>	Lot No.	Bid Security in KES.	Lot 1	5,700,000	Lot 2	5,000,000	Lot 3	5,300,000														
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3.25	Valid of tenders	Tenders shall remain valid for One hundred and eighty (180) days after the date of tender opening																						
3.37.5	Preference	Not applicable																						

Clause No.	ITT Reference Clause	Particulars of Appendix
3.42	Award of contract	One (1) Lot per winning Bidder

SECTION V: SCHEDULE OF PRICES

General

1. The Price is divided into separate Schedules as follows:

Schedule No. 1: Plant (including Mandatory Spare Parts) Supplied from Abroad

Schedule No. 2: Plant (including Mandatory Spare Parts) Supplied from within the Employer's Country

Schedule No. 3: Design Services

Schedule No. 4: Installation, Other Services and ESHS

Schedule No. 5: Grand Summary

2. The Schedules do not generally give a full description of the plant to be supplied, and the services to be performed under each item. Bidders shall be deemed to have read the Employer's works requirements and other sections of the Bidding document and reviewed the drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices.

The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.

3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITT prior to submitting their bid.
4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
5. As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed for the whole duration of the Contract. The prices for Substation works shall be on **Lump sum contract basis** whereas for the lines works shall be on **Admeasurement contract basis**. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Tenderers.
6. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in **Section VI (Work's Requirements) or elsewhere in the Bidding Document**.
7. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.

8. When requested by the Employer for the purposes of making payments or partial payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the price Schedules and Bill of quantities.

Lot 1: Moi's Bridge 7.5MVA 33/11kV Substation (Transzoia County)**Schedule No. 1. Plant and Mandatory Spares Supplied from Abroad**

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
MTD 001	7.5MVA, 33/11 kV transformer	pc	1		
MTD-002	33kV Circuit breaker	pc	2		
MTD-003	33 kV motorized Isolator with earth switch	pc	2		
MTD-004	33kV motorized Isolator without earth switch	pc	3		
MTD-005	33kV Bus bar Voltage Transformers	pc	3		
MTD-006	33kV Current transformers	pc	6		
MTD-007	33 & 11kV Transformer Bay, 33kV line bay Busbar materials	lot	1		
MTD-008	33kV and 11kV transformer bay, 33kV line bay Steel Support Structures	lot	1		
MTD-009	33 kV Surge Arresters	pc	6		
MTD-010	33/11kV Transformer Bay Control panel with BCU	Pc	1		
MTD-011	33/11kV Transformer protection/relay panel	pc	1		
MTD-011A	33kV Line protection and control panel with BCU				
MTD-012	11kV Bus bar Voltage Transformers	pc	3		
MTD-013	11kV Circuit breakers	pc	5		
MTD-014	11kV Current transformers	pc	15		
MTD-015	11kV motorized Isolator without Earth switch	pc	5		
MTD-016	11kV motorized Isolator with Earth switch	pc	5		
MTD-017	11kV Surge arrestors	pc	15		
MTD-018	11 kV transformer Neutral CT with isolating link	pc	1		
MTD-019	11kV feeder Control and relay panel (One panel for 2feeders) with BCU	pc	2		
MTD-020	11kV lines bay Steel Support Structures	lot	1		
MTD-021	11kV Lines Bays Bus Bar materials	lot	1		

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
MTD-022	Auxiliary transformer 100kVA 33/0.420kV, with HV expulsion fuse, surge arrestors and LV fuse Cut outs protection system	lot	1		
MTD-023	Common Energy metering panel for 33kV & 11kV Circuits	pc	1		
MTD-024	3Phase-415V Auxiliary Supply System complete with AC Distribution Board and two source 3-phase Auto change over panel	pc	1		
MTD-025	110VDC/265Ah and 48VDC/165Ah Battery Changer and Battery bank system	lot	1		
MTD-026	110VDC and 48V DC supply distribution boards system	lot	1		
MTD-027	Substation Automation System (SAS)/SCADA equipment	lot	1		
MTD-028	Stranded wire armoured multicore copper control cables for signal, command and measurement	lot	1		
MTD-029	MV and LV Earthing system for the substation	lot	1		
MTD-030	Substation Switchyard Lighting system	lot	1		
MTD-031	Substation Lightning protection system	lot	1		
MTD-032	Telecommunications (SDH) panel compatible with associated expansion materials	lot	1		
33 and 11kV Line Equipment/Materials					
MTD-034	3Phase 33kV OH Line in 150 mm ² ACSR conductors, including, insulators, fittings and all other necessary materials	lot/km	15		
MTD-035	3phase 11kV OH line in 150 mm ² ACSR conductor complete with insulators, fittings and other necessary accessories	lot/km	28		
MTD-036	36kV Autorecloser complete with a Bypass switch surge arrestors and other accessories for take-off bay at Kaplamia 33/11kV substation	pc	1		
MTD-037	33KV Steel support structures for line take-off bay at Kaplamia substation	lot	1		
MTD-038	33kV take off bay Busbar materials at Kaplamia (conductor 300mm ² AAAC), insulators, fittings and associated materials	lot	1		
MTD-039	Material for auxiliary 230VAc supply for the Autorecloser	lot	1		

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
MTD-040	11kV Air Break Switches	Pc	4		
MTD-041	11kV Overhead circuit line in 150sqmm ² ACSR dual with existing 33/0.42kV line in ACSR conductor, complete with fittings, insulators and other necessary accessories	lot/km	1		
MTD-042	Materials for transfer of existing 0.415kV Overhead lines (Concrete pole fittings) to the new 33/11kV overhead lines	lot/km	2		
MTD-043A	200 and 100KVA,11/0.415kV distribution transformers complete with HV surge arrestors and LV Cutouts for 14nos.substations conversion	lot/pc	7 each		
MTD-043B	2nos. 630 and 4nos.315KVA,11/0.415kV transformers complete with HV surge arrestors and LV cutouts for 6nos.substations conversion	lot/pc	6 total		
MTD-044	50mm ² (minimum) single core PVC insulated AAC Conductor for conversion works (connection of transformers HV bushing to the expulsion fuses) complete with Bimetallic connection clamps/lungs	lot	1		
MTD-045	Single mode 48 Cores OPGW, ODF & Splice Boxes	lot/km	15		
MTD-045	Concrete poles for the 33 and 11kV new lines complete with fittings	lot	1		
MTD-046	Supply of 75mm ² ACSR Conductor for substation conversion works	lot/km	6		
Sub Total					
Add VAT					
Name of Bidder					
Signature of Bidder					

Lot 1: Moi's Bridge 7.5MVA 33/11KV Substation**Schedule 1(B) - Mandatory Spares and Tools**

NO	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
Spares for Transformers					
SM-001	33 and 11kV Surge arrestors	pc	3 each		
SM-002	Silica gel (complete with glass cylinder)	pc	1		
SM-003	Transformer differential Protection IED	pc	1		
Spares for Substation equipment					
SM-004	Feeder protection IED	pc	1		
SM-005	33 kV Current Transformers	pc	3		
SM-006	11 kV Current Transformers	pc	3		
SM-007	Auxiliary relays for SCADA signals	pc	6		
SM-008	Trip coils for 33 and 11kV Circuit Breaker	pc	2 each		
SM-009	Close coils for 33 and 11kV Circuit Breaker	pc	2 each		
SM-010	Spares for Telecommunications equipment (Cards of each type, patch codes and SFP modules)	Set	1		
Tools					
SM-011	Commissioning Laptops loaded with backup files, loaded with MS applications software, running on most recent Ms windows 64 bit OS, intel core i7, and with unlimited application software licenses	pc	3		
SM-012	Digital clamp meter (0.1mA-200Amps)	pc	1		
SM-013	Dumpy levels	pc	2		
Sub Total					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 1: Moi's Bridge 33/11kV Substation**Schedule No.2: Plant and Mandatory Spares Supplied from within Employer's Country**

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
MTD 201	7.5MVA, 33/11 kV transformer	pc	1		
MTD-202	33kV Circuit breaker	pc	2		
MTD-203	33 kV motorized Isolator with earth switch	pc	2		
MTD-204	33kV motorized Isolator without earth switch	pc	3		
MTD-205	33kV Bus bar Voltage Transformers	pc	3		
MTD-206	33kV Current transformers	pc	6		
MTD-207	33 & 11kV Transformer Bay, 33kV line bay Busbar materials	lot	1		
MTD-208	33kV and 11kV transformer bay, 33kV line bay Steel Support Structures	lot	1		
MTD-209	33 kV Surge Arresters	pc	6		
MTD-210	33/11kV Transformer Bay Control panel with BCU	Pc	1		
MTD-211	33/11kV Transformer protection/relay panel	pc	1		
MTD-211A	33kV Line protection and Control Panel with BCU	pc	1		
MTD-212	11kV Bus bar Voltage Transformers	pc	3		
MTD-213	11kV Circuit breakers	pc	5		
MTD-214	11kV Current transformers	pc	15		
MTD-215	11kV motorized Isolator without Earth switch	pc	5		
MTD-216	11kV motorized Isolator with Earth switch	pc	5		
MTD-217	11kV Surge arrestors	pc	15		
MTD-218	11 kV transformer Neutral CT with isolating link	pc	1		
MTD-219	11kV feeder Control and relay panel (One panel for 2feeders) with BCU	pc	2		
MTD-220	11kV lines bay Steel Support Structures	lot	1		

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
MTD-221	11kV Lines Bays Bus Bar materials	lot	1		
MTD-222	Auxiliary transformer 100kVA 33/0.420kV, with HV expulsion fuse, surge arrestors and LV fuse Cut outs protection system	lot	1		
MTD-223	Common Energy metering panel for 33kV & 11kV Circuits	pc	1		
MTD-224	3Phase-415V Auxiliary Supply System complete with AC Distribution Board and two source 3-phase Auto change over panel	pc	1		
MTD-225	110VDC/265Ah and 48VDC/165Ah Battery Changer and Battery bank system	lot	1		
MTD-226	110VDC and 48V DC supply distribution boards system	lot	1		
MTD-227	Substation Automation System (SAS)/SCADA equipment	lot	1		
MTD-228	Stranded wire armoured multicore copper control cables for signal, command and measurement	lot	1		
MTD-229	MV and LV Earthing system for the substation	lot	1		
MTD-230	Substation Switchyard Lighting system	lot	1		
MTD-231	Substation Lightning protection system	lot	1		
MTD-232	Telecommunications (SDH) panel compatible with associated expansion materials	lot	1		
33 and 11kV Line Equipment/Materials					
MTD-233	3Phase 33kV OH Line in 150 mm ² ACSR conductors, including, insulators, fittings and all other necessary materials	lot/km	15		
MTD-234	3phase 11kV OH line in 150 mm ² ACSR conductor complete with insulators, fittings and other necessary accessories	lot/km	28		
MTD-235	36kV Autorecloser complete with a Bypass switch surge arrestors and other accessories for take-off bay at Kaplamia 33/11kV substation	pc	1		
MTD-236	33KV Steel support structures for line take-off bay at Kaplamia substation	lot	1		
MTD-237	33kV take off bay Busbar materials at Kaplamia (conductor 300mm ² AAAC), insulators, fittings and associated materials	lot	1		

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
MTD-238	Material for auxiliary 230VAc supply for the Autorecloser	lot	1		
MTD-239	11kV Air Break Switches	Pc	4		
MTD-240	11kV Overhead circuit line in 150sqmm ² ACSR dual with existing 33/0.42kV line in ACSR conductor, complete with fittings, insulators and other necessary accessories	lot/km	1		
MTD-241	Materials for transfer of existing 0.415kV Overhead lines (Concrete pole fittings) to the new 33/11kV overhead lines	lot/km	2		
MTD-242	200 and 100KVA,11/0.415kV distribution transformers complete with HV surge arrestors and LV Cutouts for 14nos.substations conversion	lot/pc	7 each		
MTD-243	2nos. 630 and 4nos.315KVA,11/0.415kV transformers complete with HV surge arrestors and LV cutouts for 6nos.substations conversion	lot/pc	6 total		
MTD-244	50mm ² (minimum) single core PVC insulated AAC Conductor for conversion works (connection of transformers HV bushing to the expulsion fuses) complete with Bimetallic connection clamps/lungs	lot	1		
MTD-245	Single mode 48 Cores OPGW, ODF & Splice Boxes	lot/km	15		
MTD-245	Concrete poles for the 33 and 11kV new lines complete with fittings	lot	1		
MTD-246	Supply of 75mm ² ACSR Conductor for substation conversion works	lot/km	6		
Sub Total					
Add VAT					
Name of Bidder					
Signature of Bidder					

NB: Bidder shall cost in this schedule only the material NOT supplied under Schedule No.1

Lot 1: Moi's Bridge 33/11kV Substation
Schedule No. 3: Design work Services

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT KES) (2)	Sum Total Excl. VAT (3) = (1*2)
MTD-301	Substation design works (Electrical, Mechanical, Civil, Automation, Telecom, Control & protection Engineering)	lot	1		
MTD-302	33 and 11kV Line route Survey and Line design works	lot	1		
MTD-303	Survey and design works for conversion distribution substations works	lot	1		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 1: Moi's Bridge 33/11kV Substation**Schedule No. 4(A): Installation and Other Services**

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
Substation Works					
MTD-100	Transformer foundation complete with oil separator and sump pit	lot	1		
MTD-101	Site clearance and disposal from site	lot	1		
MTD-102A	Control Building with minimum floor area of 120m ² complete with water supply and rain water harvesting system	lot	1		
MTD-102B	Demarcated Office building with a floor area of 50 Square meters complete with facilities and rain water harvesting system	lot	1		
MTD-103	Cable trenches (Excavation, Ducts, Trench covers, Cable trays etc.)	lot	1		
MTD-104	Platform works (Earth work, equipment foundations, drainage, Weed control, Ballasting etc.)	lot	1		
MTD-105	Equipment support steel Structure and Bays erection, Earthing, substation lighting & lightning protection and associated electromechanical works	lot	1		
MTD-106	LV and Control cable works, Control & relay panel and associated works.	lot	1		
MTD-107	Substation equipment installation, Control & Protection testing and commissioning	lot	1		
MTD-108	Substation perimeter wall, Guard house demarcated with Toilet and Access roads in Cabro blocks inside Substation	lot	1		
MTD-109A	SAS installation (LAN), testing and commissioning	lot	1		
MDT-109B	Telecommunication equipment installation, testing and commissioning	lot	1		
MTD-110	All statutory approval/Supervision fees for substation and Lines	lot	1		
MTD-111	Transport services for KPLC Project implementation team for the entire contract period, with a 4x4 Double Cabin, at least 2400cc	lot	1		

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
MTD-113	Rehabilitation of existing road drainage to cater for storm water runoff from substation drains.	lot	1		
MTD-114	Acceleration and deceleration lanes to the substation from the main tarmac road, Independent culvert crossing and Bell mouth design for the entry to the substation plot.	lot	1		
MTD-115	Retaining walls as part of the left hand side boundary wall depending with depth of the foundations if necessary	lot	1		
33 and 11kV Line Works					
MTD-116	Civil works for take-off line bay at Kaplamia 33/11kV Substation	lot	1		
MTD-117	Installation and commissioning of 33kV line bay at Kaplamia Substation	lot	1		
MTD-118	20Nos. distribution substation conversion works and transfer of the existing LV (0.415kV) lines to new distribution substations	lot	1		
MTD-119	33kV Line Civil and structural works	lot/km	15		
MTD-120	11kV Line Civil and structural works	lot/km	28		
MTD-121	33kV line Construction, testing and commissioning	lot/km	15		
MTD-122	11kV line Construction, testing and commissioning	lot/km	28		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

SCHEDULE NO. 4 (B): Factory Acceptance Test and Office facilities

Moi's Bridge 7.5MVA 33/11kV Substation

Item	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
i) Factory Acceptance test					
MFT-001	Power transformers, Auxiliary transformers and instrument transformers	lot	1		
MFT-002	Switchgears (Circuit breakers, isolators, Air break switches, surge arrestors and Auto-reclosers)	lot	1		
MFT-003	Protection & Control, SAS and Telecommunication equipment	lot	1		
MFT-004	110 and 48V DC Battery bank and Chargers	lot	1		
MFT-005	Phase Conductors and OPGW/FOC	lot	1		
ii) Training					
MFT -006	Substation Automation (SAS+RTU +Bay Control and Protection) and telecommunication, Configurations, cross connections, IP networking, and Multiplexing etc.)	lot	1		
MFT-007	Substation electrical ,civil work design, construction and equipment installations	lot	1		
iii) Office facilities					
MFT-008	Site office and communication facilities for employers implementation team	lot	1		
MFT-009	Control room Office facilities and communication equipment: IP Phones, Multifunctional Printer, UPS Inverter for HMI Workstation, Desk and Chairs)	lot	1		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 1: Moi's Bridge 33/11kV Substation

Schedule No. 5. Grand Summary

Item	Item description	Total Price Excl. VAT (KES)
1	Total Schedule No. 1. Plant, and Mandatory Spares Supplied from Abroad	
2	Total Schedule No. 2. Plant, and Mandatory Spares Supplied from Within the Employer's Country	
3	Total Schedule No. 3. Design Services	
4	Total Schedule No. 4. (A) Installation and Other Services (B) (i) Factory acceptance Testing (ii) Training (iii) Office facilities	
Subtotal (Amount to insert in the e-Procurement portal)		
Add VAT		
TOTAL To BID FORM		
Name of Bidder		
Signature of Bidder		

Lot 2: Kabianga 7.5MVA 33/11kV Substation (Kericho County)**Schedule No. 1: Plant and Mandatory Spares supplied from Abroad**

NO	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KBG 001	7.5MVA, 33/11 kV Transformer	pc	1		
KBG -002	33kV Circuit breaker	pc	2		
KBG -003	33 kV motorized Isolator with earth switch	pc	3		
KBG -004	33kV motorized Isolator without earth switch	pc	3		
KBG -005	33kV Bus bar Voltage Transformers	pc	3		
KBG -006	33kV Current transformers	pc	6		
KBG -007	33 & 11kV Transformer Bay, and 33kV line bay Bus bar materials	lot	1		
KBG -008	33kV & 11kV transformer bay, and 33kV line bay Steel Support Structures	lot	1		
KBG -009	33 kV Surge Arresters	pc	6		
KBG -010	33/11kV transformer Bay Control Panel with BCU	Pc	1		
KBG-011	33/11kV Transformer protection panel	pc	1		
KBG-011A	33kV Line Protection and Control panel with BCU	pc	1		
KBG -012	11kV Bus bar Voltage transformers	pc	3		
KBG -013	11kV Circuit breakers	pc	5		
KBG -014	11kV Current transformers	pc	15		
KBG -015	11kV motorized Isolator without Earth switch	pc	5		
KBG- 016	11kV motorized Isolator with Earth switch	pc	5		
KBG -017	11kV Surge arrestors	pc	15		
KBG -018	11 kV transformer Neutral CT with isolating	pc	1		
KBG -019	11kV feeder Protection and Control panels (One panel for 2 feeders) with BCU	pc	2		

NO	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KBG -020	11kV lines bay Steel Support Structures	lot	1		
KBG -021	11kV Lines Bays Bus conductor materials	lot	1		
KBG -022	Auxiliary transformer 100kVA 33/0.420 kV, complete with HV expulsion fuses, surge arrestors and LV fuse Cut outs protection system	lot	2		
KBG -023	Common Energy metering panel for 33 & 11kV Circuits	pc	1		
KBG -024	3Phase-415V Auxiliary Supply System complete with AC Distribution Board and two source 3Phase Auto changeover panel	pc	1		
KBG -025	110VDC/265Ah and 48VDC/165Ah Battery Changer and Battery bank system	lot	1		
KBG -026	110VDC and 48V DC supply distribution boards system	lot	1		
KBG -027	Substation Automation System (SAS)/SCADA equipment	lot	1		
KBG -028	Stranded wire armoured, multicore control cables for signal, command and measurement	lot	1		
KBG -029	MV and LV Earthing system for the substation	lot	1		
KBG -030	Substation Switchyard Lighting system	lot	1		
KBG -031	Substation Lightning protection system	lot	1		
KBG -032	Telecommunications (SDH) panel with associated expansion materials	lot	1		
33 and 11kV Line Materials					
KBG -036	3phase 33kV OH Line in 150 mm ² ACSR conductors, including, insulators, fittings and all other necessary materials	lot/km	7		
KBG -037	3phase 11kV OH line in 150 mm ² ACSR conductor including, insulators, fittings and all other necessary materials	lot/km	22		
KBG -038	33kV Air Break Switches complete with fittings	pc	1		
KBG -039	11kV Air Break Switches and fittings	pc	4		

NO	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KBG-040	11kV Autorecloser complete with Bypass switch, surge arrestors, fittings, and material for Single Phase 240Vac auxiliary supply	pc	1		
KBG -041	Materials (concrete pole fittings) for transfer of existing 0.415kV Overhead lines to the new 33/11kV overhead lines	lot/km	2		
KBG-042	Materials (concrete pole fittings) for transfer of existing 11 Overhead lines to the new 33kV overhead lines	lot/km	1		
KBG-044	Concrete poles complete with fittings for 33 and 11kV lines	lot	1		
KBG -043	Single mode 48 Cores OPGW, ODF & Splice Boxes	lot/km	7		
Subtotal					
Add VAT					
Name of Bidder					
Signature of Bidder					

Lot 2: Kabianga 7.5MVA 33/11kV Substation**Mandatory Spares and Tools - Kabianga 33/11kV Substation**

No.	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
Spares for Transformers:					
KM-001	33 and 11kV surge arrestors	pc	3 each		
KM-002	Silica gel (complete with glass cylinder)	pc	2		
KM-003	Transformer differential Protection IED	pc	1		
Spares for Substation equipment					
KM-004	33kV Feeder protection IED	pc	1		
KM-005	33 kV Current Transformers	pc	3		
KM-006	11 kV Current Transformers	pc	3		
KM-007	Auxiliary relays for SCADA signals	pc	6		
KM-008	Trip coils for 33 and 11kV Circuit Breaker	pc	2 each		
KM-009	Close coils for 33 and 11kV Circuit Breaker	pc	2 each		
KM-010	Telecommunications Spares (Cards of each type, patch codes and SFP modules)	Set	1		
Tools					
KM-011	Commissioning Laptops loaded with backup files, MS applications software, running on most recent Ms windows 64 bit OS, intel core i7, and with unlimited software licenses	Pcs	4		
KM-012	Galvanometers for measuring zinc coating (thickness) on galvanized steel structures	pcs	3		
KM-013	Handheld GPS and Dumpy Levels	pcs	3 each		
KM-014	Dual reading Digital External Micrometre	pcs	3		
KM-015	Fluke Digital Multimeter	Pc	1		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 2: Kabianga 33/11kV Substation**Schedule No.2: Plant and Mandatory Spares supplied from within Employer's country**

NO	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KBG -201	7.5MVA, 33/11 kV Transformer	pc	1		
KBG -202	33kV Circuit breaker	pc	2		
KBG -203	33 kV motorized Isolator with earth switch	pc	3		
KBG -204	33kV motorized Isolator without earth switch	pc	3		
KBG -205	33kV Bus bar Voltage Transformers	pc	3		
KBG -206	33kV Current transformers	pc	6		
KBG -207	33 & 11kV Transformer Bay, and 33kV line bay Bus bar materials	lot	1		
KBG -208	33kV & 11kV transformer bay, and 33kV line bay Steel Support Structures	lot	1		
KBG -209	33 kV Surge Arresters	pc	6		
KBG -210	33/11kV transformer Bay Control Panel with BCU	Pc	1		
KBG- 211	33/11kV Transformer protection panel	pc	1		
KBG-211A	33kV Line Protection and Control panel with BCU	pc	1		
KBG -212	11kV Bus bar Voltage transformers	pc	3		
KBG -213	11kV Circuit breakers	pc	5		
KBG -214	11kV Current transformers	pc	15		
KBG -215	11kV motorized Isolator without Earth switch	pc	5		
KBG- 216	11kV motorized Isolator with Earth switch	pc	5		
KBG -217	11kV Surge arrestors	pc	15		
KBG -218	11 kV transformer Neutral CT with isolating	pc	1		

NO	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KBG -219	11kV feeder Protection and Control panels (One panel for 2 feeders) with BCU	pc	2		
KBG -220	11kV lines bay Steel Support Structures	lot	1		
KBG -221	11kV Lines Bays Bus conductor materials	lot	1		
KBG -222	Auxiliary transformer 100kVA 33/0.420 kV, complete with HV expulsion fuses, surge arrestors and LV fuse Cut outs protection system	lot	2		
KBG -223	Common Energy metering panel for 33 & 11kV Circuits	pc	1		
KBG -224	3Phase-415V Auxiliary Supply System complete with AC Distribution Board and two source 3Phase Auto changeover panel	pc	1		
KBG -225	110VDC/265Ah and 48VDC/165Ah Battery Changer and Battery bank system	lot	1		
KBG -226	110VDC and 48V DC supply distribution boards system	lot	1		
KBG -227	Substation Automation System (SAS)/SCADA equipment	lot	1		
KBG -228	Stranded wire armoured, multicore control cables for signal, command and measurement	lot	1		
KBG -229	MV and LV Earthing system for the substation	lot	1		
KBG -230	Substation Switchyard Lighting system	lot	1		
KBG -231	Substation Lightning protection system	lot	1		
KBG -232	Telecommunications (SDH) panel with associated expansion materials	lot	1		
33 and 11kV Line Materials					
KBG -233	3phase 33kV OH Line in 150 mm ² ACSR conductors, including, insulators, fittings and all other necessary materials	lot/km	7		
KBG -234	3phase 11kV OH line in 150 mm ² ACSR conductor including, insulators, fittings and all other necessary materials	lot/km	22		
KBG -235	33kV Air Break Switches complete with fittings	pc	1		

NO	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KBG -236	11kV Air Break Switches and fittings	pc	4		
KBG-237	11kV Autorecloser complete with Bypass switch, surge arrestors, fittings, and material for Single Phase 240Vac auxiliary supply	pc	1		
KBG -238	Materials (concrete pole fittings) for transfer of existing 0.415kV Overhead lines to the new 33/11kV overhead lines	lot/km	2		
KBG -239	Materials (concrete pole fittings) for transfer of existing 11 Overhead lines to the new 33kV overhead lines	lot/km	1		
KBG- 240	Concrete poles complete with fittings for 33 and 11kV lines	lot	1		
KBG -241	Single mode 48 Cores OPGW, ODF & Splice Boxes	lot/km	7		
Subtotal					
Add VAT					
Name of Bidder					
Signature of Bidder					

Note: Bidders shall cost only the material NOT supplied under Schedule No.1

Lot 2: Kabianga 33/11kV Substation

Schedule No.3: Design works

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KBG -301	Substation design works (Electrical, Mechanical, Civil, Automation, Telecom, Control & protection Engineering)	Lot	1		
KBG -302	33 and 11kV Line route Survey and Line design works	lot	1		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 2: Kabianga 33/11kV Substation**Schedule No. 4(A): Installation and Other Services**

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
Substation Works					
KBG -101	Transformer foundation complete with Oil separator and sump pit	lot	1		
KBG-101A	Site clearance and disposal to site	lot	1		
KBG -102	Control Building with a minimum floor area of 120m ² complete with water supply and rain water harvesting system	lot	1		
KBG -103	Cable trenches (Excavation, Ducts, Trench covers, Cable trays etc.)	lot	1		
KBG -104	Platform works (Earth work, equipment foundations, drainage, Weed control, Ballasting etc.)	lot	1		
KBG -105	Equipment and Bay steel support Structure erection, Earthing, substation lighting & lightning protection and associated electromechanical works	lot	1		
KBG -106	LV and Control cable works, Control & relay panel and associated works.	lot	1		
KBG -107	Substation equipment installation, Control & Protection testing and commissioning	lot	1		
KBG -108	Substation perimeter wall, Guard house with darnation, toilet and Access roads in Cabro blocks inside Substation	lot	1		
KBG-109	SAS installation (LAN), testing and commissioning	lot	1		
KBG-110	Telecommunication equipment installation, testing and commissioning	lot	1		
KBG -111	Transport services for KPLC Project implementation team for the entire contract period, with a 4x4 Double Cabin, at least 2400cc	lot	1		
KBG -112	Statutory approval/Supervision fees for substation and Lines	lot	1		
33kV and 11kV Line works					

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KBG -112	33kV Line Civil and structural works	lot/km	7		
KBG -113	11kV Line Civil and structural works	lot/km	22		
KBG -114	33kV line Construction, testing and commissioning	lot/km	7		
KBG -115	11kV line Construction, testing and commissioning	lot/km	22		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

**Schedule No. 4(B): Factory Acceptance Test and Office facilities
Kabianga 33/11kV Substation**

Item	Description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
i) Factory Acceptance test					
KFT-001	Power transformers, Auxiliary transformers and instrument transformers	lot	1		
KFT-002	Switchgears (Circuit breakers, isolators, Air break switches, surge arrestors and Auto-reclosers)	lot	1		
KFT-003	Protection & Control, SAS and Telecommunication equipment	lot	1		
KFT-004	110 and 48V DC Battery bank and Chargers	lot	1		
KFT-005	Phase Conductors and OPGW/FOC	lot	1		
ii) Training					
KFT -006	Substation Automation (SAS+RTU +Bay Control and Protection), telecommunication, Configurations, IP networking, Multiplexing etc.)	lot	1		
	Substation electrical ,civil work design, construction and equipment installations	lot	1		
iii) Office facilities					
KFT-007	Site office and communication facilities for KPLC Project Implementation team	lot	1		
KFT-009	Control room Office facilities and communication equipment: IP Phones, Printer, UPS Inverter for HMI Workstation, Desk and Chairs)	lot	1		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 2: Kabianga 7.5MVA 33/11kV Substation

Schedule No. 5. Grand Summary

Item	Description	Total Price Excl. VAT (KES)
1	Total Schedule No. 1. Plant, and Mandatory Spares Supplied from Abroad	
2	Total Schedule No. 2. Plant, and Mandatory Spares Supplied from Within the Employer's Country	
3	Total Schedule No. 3. Design Services	
4	Total Schedule No. 4. (A) Installation and Other Services	
	(B) (i) Factory acceptance Testing	
	(ii) Training	
	(iii) Office facilities	
Subtotal (Amount to insert in the e-Procurement portal)		
Add VAT		
TOTAL to BID Form		
Name of Bidder		
Signature of Bidder		

Lot 3: Kiamokama 7.5MVA 33/11kV Substation (Kisii County)**Schedule No. 1: Plant and Mandatory Spares supplied from Abroad**

NO	Equipment/Materials description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KMK 001	7.5MVA, 33/11 kV Transformer	pc	1		
KMK-002	33kV Circuit breaker	pc	3		
KMK-003	33 kV motorized Isolator with earth switch	pc	2		
KMK -004	33kV motorized Isolator without earth switch	pc	3		
KMK-005	33kV Bus bar Voltage Transformers	pc	3		
KMK-006	33kV Current transformers	pc	6		
KMK -007	33 & 11kV Transformer and 33kV line Bay Bus bar materials	lot	1		
KMK -008	33kV & 11kV transformer, and 33kV line bay Steel Support Structures	lot	1		
KMK -009	33 kV Surge Arresters	pc	6		
KMK -010	33kV line protection and Control panel with BCU	Pc	1		
KMK-011	33/11kV Transformer relay/protection panel with AVR	pc	1		
KMK-011A	33/11kV Transformer Bay control panel with BCU	pc	1		
KMK - 012	11kV Bus bar Voltage Transformers	pc	3		
KMK - 013	11kV Circuit breakers	pc	5		
KMK - 014	11kV Current transformers	pc	15		
KMK- 015	11kV motorized Isolator without Earth switch	pc	5		
KMK- 016	11kV motorized Isolator with Earth switch	pc	5		
KMK- 017	11kV Surge arrestors	pc	15		
KMK -018	11 kV Neutral isolating link with a Neutral CT	pc	1		
KMK -019	11kV feeder control and Relay panel (1panel for 2feeders), with BCU	pc	2		
KMK -020	11kV lines Bay Steel Support Structures	lot	1		
KMK -021	11kV Lines Bays Bus conductor materials	lot	1		

NO	Equipment/Materials description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KMK -022	Auxiliary transformer 100kVA 33/0.415 kV, with HV expulsion fuse, surge arrestors and LV fuse Cut outs protection system	lot	1		
KMK -023	Common Energy metering panel for 33kV & 11kV Circuits	pc	1		
KMK -024	3Phase-415V Auxiliary Supply System complete with AC Distribution Board and two source 3-phase Auto change over panel	pc	1		
KMK-025	110VDC/265Ah and 48VDC/165Ah Battery Changer and Battery bank system	lot	1		
KMK-026	110VDC and 48V DC supply distribution boards system	lot	1		
KMK-027	Substation Automation System (SAS)/SCADA equipment	lot	1		
KMK-028	2.5mm ² stranded wire armoured flexible multicore copper cables for signal, command and measurement	lot	1		
KMK -029	MV and LV Earthing system for the substation	lot	1		
KMK -030	Substation Switchyard Lighting system	lot	1		
KMK -031	Substation Lightning protection system	lot	1		
KMK- 032	Telecommunications (SDH) panel compatible and associated expansion materials	lot	1		
33 and 11kV Line Materials					
KMK-033	3Phase 33kV OH Line in 150mm ² ACSR conductors, including, insulators, fittings and all other necessary materials	Lot/km	5		
KMK-034	3phase 11kV Overhead circuit line in 150 mm ² ACSR conductor including, insulators, fittings and all other necessary materials	lot/km	6		
KMK-035	33kV Air Break Switches	Pc	1		
KMK-036	11kV Air Break Switches	Pc	4		
KMK-037	Materials for transfer (Concrete pole fittings and insulators) of existing 0.415kV Overhead lines to the new 33/11kV overhead lines	lot/km	1		
KMK-038	Materials for transfer (Concrete pole fittings and insulators) of existing 11kV Overhead lines to the new 33kV overhead lines	lot/km	1		

NO	Equipment/Materials description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KMK-039	150mm ² ACSR conductor and associated accessories for reconductoring of 33kV existing Overhead line, including Clamps for concrete poles and adaptation materials for use of existing line fittings (Insulators and cross-arms). Any other accessories required for the works.	lot/km	20		
KMK-040	11kV 185mm ² three core Aluminium XPLE cable complete with termination Kits, surge arrestors, fitting and transition structures	lot/km	1.2		
KMK-041	Single mode 48 Cores underground FOC	lot/km	0.2		
KMK-042	Single mode 48 Cores OPGW, ODF & Splice Boxes	lot/km	25		
KMK-043	Concrete poles and fittings for the new 33/11kV lines	lot	1		
KMK-044	Concrete pole and fittings for reconductoring of 20kms of existing 33kV line	Lot/km	20		
Subtotal					
Add VAT					
Name of Bidder					
Signature of Bidder					

Lot 3: Kiamokama 7.5MVA 33/11kV Substation Mandatory Spares and Tools

NO	Material/Equipment description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
Spares for Transformers:					
KMS-001	33 and 11kV surge arrestors	pc	3 each		
KMS-002	Silica gel (complete with glass cylinder)	pc	2		
KMS-003	Transformer differential Protection IED	pc	1		
Spares for Substation equipment					
KMS-004	33kV Feeder protection IED	pc	1		
KMS-005	33 kV Voltage Transformers	pc	3		
KMS-006	11 kV Current Transformers	pc	3		
KMS-007	11kV 185mm ² three core Al XPLE cable termination Kit	set	1		
KMS-008	Auxiliary relays for SCADA signals	pc	6		
KMS-009	Trip coils for 33 and 11kV Circuit Breaker	pc	2 each		
KMS-010	Close coils for 33 and 11kV Circuit Breaker	pc	2 each		
KMS-011	Telecommunications spares (Cards of each type, patch codes and SFP modules)	Set	1		
Tools					
KMS-012	Commissioning Laptops loaded with backup files,MS applications software, running on most recent Ms windows 64 bit OS, intel core i7/, and with unlimited software licenses	pc	3		
KMS-013	Electronic tapes	pc	6		
KMS-014	Digital Earth resistance meter	pc	1		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 3: Kiamokama 33/11kV Substation**Schedule No.2: Plant and Mandatory Spares supplied from within Employer's country**

NO	Equipment/Materials description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KMK -201	7.5MVA, 33/11 kV Transformer	pc	1		
KMK-202	33kV Circuit breaker	pc	3		
KMK-203	33 kV motorized Isolator with earth switch	pc	2		
KMK -204	33kV motorized Isolator without earth switch	pc	3		
KMK-205	33kV Bus bar Voltage Transformers	pc	3		
KMK-206	33kV Current transformers	pc	6		
KMK -207	33 & 11kV Transformer and 33kV line Bay Bus bar materials	lot	1		
KMK -208	33kV & 11kV transformer, and 33kV line bay Steel Support Structures	lot	1		
KMK -209	33 kV Surge Arresters	pc	6		
KMK -210	33kV line protection and Control panel with BCU	Pc	1		
KMK-211	33/11kV Transformer relay/protection panel with AVR	pc	1		
KMK-211A	33/11kV Transformer Bay control panel with BCU	pc	1		
KMK- 212	11kV Bus bar Voltage Transformers	pc	3		
KMK-213	11kV Circuit breakers	pc	5		
KMK- 214	11kV Current transformers	pc	15		
KMK- 215	11kV motorized Isolator without Earth switch	pc	5		
KMK- 216	11kV motorized Isolator with Earth switch	pc	5		
KMK- 217	11kV Surge arrestors	pc	15		
KMK -218	11 kV Neutral isolating link with a Neutral CT	pc	1		
KMK -219	11kV feeder control and Relay panel (1panel for 2feeders), with BCU	pc	2		
KMK -220	11kV lines Bay Steel Support Structures	lot	1		
KMK -221	11kV Lines Bays Bus conductor materials	lot	1		

NO	Equipment/Materials description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KMK -222	Auxiliary transformer 100kVA 33/0.415 kV, with HV expulsion fuse, surge arrestors and LV fuse Cut outs protection system	lot	1		
KMK -223	Common Energy metering panel for 33kV & 11kV Circuits	pc	1		
KMK -224	3Phase-415V Auxiliary Supply System complete with AC Distribution Board and two source 3-phase Auto change over panel	pc	1		
KMK-225	110VDC/265Ah and 48VDC/165Ah Battery Changer and Battery bank system	lot	1		
KMK-226	110VDC and 48V DC supply distribution boards system	lot	1		
KMK-227	Substation Automation System (SAS)/SCADA equipment	lot	1		
KMK-228	2.5mm ² stranded wire armoured flexible multicore copper cables for signal, command and measurement	lot	1		
KMK -229	MV and LV Earthing system for the substation	lot	1		
KMK -230	Substation Switchyard Lighting system	lot	1		
KMK -231	Substation Lightning protection system	lot	1		
KMK- 232	Telecommunications (SDH) panel compatible and associated expansion materials	lot	1		
33 and 11kV Line Materials					
KMK-233	3Phase 33kV OH Line in 150mm ² ACSR conductors, including, insulators, fittings and all other necessary materials	Lot/km	5		
KMK-234	3phase 11kV Overhead circuit line in 150 mm ² ACSR conductor including, insulators, fittings and all other necessary materials	lot/km	6		
KMK-235	33kV Air Break Switches	Pc	1		
KMK-236	11kV Air Break Switches	Pc	4		
KMK-237	Materials for transfer (Concrete pole fittings and insulators) of existing 0.415kV Overhead lines to the new 33/11kV overhead lines	lot/km	1		
KMK-238	Materials for transfer (Concrete pole fittings and insulators) of existing 11kV Overhead lines to the new 33kV overhead lines	lot/km	1		

NO	Equipment/Materials description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (3) = (1*2)
KMK-239	150mm ² ACSR conductor and associated accessories for reconductoring of 33kV existing Overhead line, including Clamps for concrete poles and adaptation materials for use of existing line fittings (Insulators and cross-arms). Any other accessories required for the works.	lot/km	20		
KMK-240	11kV 185mm ² three core Aluminium XPLE cable complete with termination Kits, surge arrestors, fitting and transition structures	lot/km	1.2		
KMK-241	Single mode 48 Cores underground FOC	lot/km	0.2		
KMK-242	Single mode 48 Cores OPGW, ODF & Splice Boxes	lot/km	25		
KMK-243	Concrete poles and fittings for the new 33/11kV lines	lot	1		
KMK-244	Concrete pole and fittings for reconductoring of 20kms of existing 33kV line	Lot/km	20		
Subtotal					
Add VAT					
Name of Bidder					
Signature of Bidder					

NOTE: *Bidders shall cost ONLY the materials NOT supplied under Schedule No.1*

Lot 3: Kiamokama 33/11kV Substation

Schedule No.3: Design works

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (KES) (3) = (1*2)
KMK -301	Substation design works (Electrical, Mechanical, Civil, Automation, Telecom, Control & protection Engineering)	Lot	1		
KMK -302	33 and 11kV Line route Survey and Line design works	lot	1		
KMK- 303	Route survey and 33kV existing line reconductoring design work	lot	1		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 3: Kiamokama 33/11kV Substation**Schedule No. 4(A): Installation and Other Services**

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (KES) (3) = (1*2)
Substation Works					
KMK -101	Transformer foundation complete with Oil separator and sump pit	lot	1		
KMK- 102	Site clearance and disposal to site	lot	1		
KMK -103	Control building with minimum floor area of 120m ² complete with water supply and rain water harvesting system	lot	1		
KMK -104	Cable trenches (Excavation, Ducts, Trench covers, Cable trays etc.)	lot	1		
KMK -105	Platform works (Earth work, equipment foundations, drainage, Weed control, Ballasting etc.)	lot	1		
KMK -106	Bays and Equipment support steel Structure erection, Earthing, substation lighting & lightning protection and associated electromechanical works	lot	1		
KMK -107	LV and Control cable works, Control & relay panel and associated works.	lot	1		
KMK -108	Substation equipment installation, Control & Protection, testing and commissioning	lot	1		
KMK -109	Substation perimeter wall, Guard house with demarcation, Toilet and Access roads in Cabro blocks inside Substation	lot	1		
KMK -110	Telecommunication equipment installation, testing and commissioning	lot	1		
KMK -111	SAS installation (LAN), testing and commissioning	lot	1		
KMK -112	Rehabilitation of existing road drainage to cater for storm water runoff from substation.	lot	1		
KMK -113	Acceleration and deceleration lanes to the substation from the main tarmac road, Independent culvert crossing and Bell mouth design for the entry to the substation plot.	lot	1		
KMK -114	All weather murrum access road rehabilitation from substation to nearby KURA road	lot/km	0.1		

NO	Item description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (KES) (3) = (1*2)
KMK-115	Transport services for KPLC Project implementation team for the entire contract period, with a 4x4 Double Cabin, at least 2400cc	lot	1		
KMK-116	Statutory approval/Supervision fees for substation and Line works	lot	1		
33 and 11kV Line Works					
KMK -117	33kV Line Civil and structural works	lot/km	5		
KMK -118	11kV Line Civil and structural works	Lot/km	6		
KMK -119	11kV line Construction, testing and commissioning	Lot/km	6		
KMK -120	33kV line Construction, testing and commissioning	lot/km	5		
KMK -121	Reconductoring of 33kV overhead line in 150mm ² ACSR conductor, including replacing of wooden poles with concrete poles.	Lot/km	20		
KMK -122	11kV Underground cable installation, testing and commissioning	lot/km	1		
KMK -123	Cost of recovery of wooden poles and line materials for the reconducted section and delivery to a KPLC yard at Kengati 132/33kv substation 25kms away	lot/km	25		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

**Schedule No. 4(B): Factory Acceptance Test and Office facilities
Kiamokama 33/11kV Substation**

Item	Description	Unit	Qty (1)	Unit Price Excl. VAT (KES) (2)	Sum Total Excl. VAT (KES) (3) = (1*2)
i) Factory Acceptance test					
KKT-001	Power transformers, Auxiliary transformers and instrument transformers	lot	1		
KKT-002	Switchgears (Circuit breakers, isolators, Air break switches, surge arrestors and Auto-reclosers)	lot	1		
KKT-003	Protection & Control, SAS and Telecommunication equipment	lot	1		
KKT-004	110 and 48V DC Battery bank and Chargers	lot	1		
KKT-005	Phase Conductors and OPGW/FOC	lot	1		
ii) Training					
KKT-006	Substation electrical, civil work design, construction and equipment installations	lot	1		
	Substation Automation (SAS+RTU +Bay Control and Protection), telecommunication, Configurations, IP networking, and Multiplexing etc.)	lot	1		
iii) Office facilities					
KKT-007	Site office and communication facilities for KPLC Project Implementation team	lot	1		
KKT-008	Control room Office facilities and communication equipment: IP Phones, Printer, UPS Inverter for HMI Workstation, Desk and Chairs)	lot	1		
Subtotal					
Add VAT					
Total to Schedule 5 (Grand Summary)					
Name of Bidder					
Signature of Bidder					

Lot 3: Kiamokama 33/11kV substation

Schedule No. 5. Grand Summary

Item	Item description	Total Price Excl. VAT (KES)
1	Total Schedule No. 1. Plant, and Mandatory Spares Supplied from Abroad	
2	Total Schedule No. 2. Plant, and Mandatory Spares Supplied from Within the Employer's Country	
3	Total Schedule No. 3. Design Services	
4	Total Schedule No. 4. (A) Installation and Other Services	
	(B) (i) Factory acceptance Testing	
	(ii) Training	
	(iii) Office facilities	
Subtotal (Amount to insert in the e-Procurement portal)		
Add VAT		
TOTAL to BID Form		
Name of Bidder		
Signature of Bidder		

SECTION VI: WORKS SCOPE AND PARTICULAR TECHNICAL REQUIREMENTS

1. The bidder shall be required to Design, Supply, Install, Test and Commission the primary distribution substation and associated lines as specified in **Volume II –Works requirement and particular technical specifications of the tender document.**
2. The detailed Works scope and materials Particular technical specifications for the **Lots (1, 2 and 3)** are given in Volume II of the bidding document, complete with **Bill of Quantities for the Materials and Works.**

SECTION VII - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

7.1 Part I-Preliminary Evaluation Criteria under Clause 3.33 of the ITT. These are Mandatory requirements.

This shall include confirmation of the following:-

7.1.1 Submission and consideration of Tender Security - Checking its validity, whether it is Original; whether it is authentic, whether it is sufficient, whether it is issued by a local bank/Institution, whether it is strictly in the format required in accordance with the sample Tender Security Form(s) provided under Section X.

7.1.2 Submission and consideration of Declaration Form(s) duly completed and signed.

7.1.3 Submission and consideration of Tender Form duly completed and signed.

7.1.4 Submission and consideration of the following:

7.1.4.1 Tenderers submission of the following:-

- a) Company incorporation Certificate*
- b) KRA PIN Certificate.*
- c) Valid Tax Compliance Certificate.*
- d) Names with full contact as well as physical addresses of previous EPC contracts for similar works and reference letters from at least three (3) of the clients.*
- e) Certificate of Confirmation of Directors and Shareholding (C.R. 12)*
- f) i) Power of attorney: - established in the name of the signatory of the bid and his/her sample signature appended on it.*
- ii) In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.*

7.1.4.2 Submission of contractor's registration Certificate with NCA and EPRA in category of works and Class as follows:

- (i.) For Building and Civil works – NCA 3 and above*
- (ii) For electrical installation works – NCA 3 (and above)*
- (iii) For EPRA Certification as Electrical contractor –ERC A1*

7.1.5 That the Tender is valid for the period required.

7.1.6 Duly filled, signed and stamped price schedules.

7.1.7 Where Applicable, Submission of Registration Certificate as a contractor with NCA and (ERC) EPRA in category and Class for sub-contractors.

7.1.8 Site visit form signed and stamped by authorized Kenya Power staff.

7.1.9 Submission and considering the Confidential Business Questionnaire: -

- a) *That details correspond to the related information in the bid.*
 - b) *That the Tenderer is not ineligible as per paragraph 3.3 of the ITT.*
 - c) *Submission and considering the Certificate of Confirmation of Directors and Shareholding if any one of the undertakings owns a significant interest in the other or has at least one director or one substantial shareholder in common as per paragraph 3.3 and 3.41 of the ITT.*
- 7.1.10 *Submission of audited Financial Statements for the last three (3) years. The latest audited financial statements must be those that are reported within twelve (12) calendar months of the date of the tender document. The statement must be stamped and signed. The auditors must be valid ICPAK registered practitioner.*
- 7.1.11 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any previous contracts.*
- 7.1.12 *Tenderers confirmation that at least forty percent of their supplies is sourced from citizen contractors, where applicable.*

Tenderers will proceed to the Technical evaluation only if they qualify in compliance with Part 1 above, Preliminary Evaluation under clause 7.1

7.2 Part II - Technical Evaluation under clause 3.35 of the ITT- It shall involve following stages of evaluation: -

Part II (A): Preliminary Technical Evaluation - These are mandatory requirements:

- 7.2.1 *Confirmation of the following technical information against tender requirements and Specifications: -*
- 7.2.1.1 *for goods manufactured outside Kenya, applicable recent and valid ISO 9001:2015 certification*
 - 7.2.1.2 *for goods manufactured in Kenya - valid KEBS Mark of Quality Certificate or KEBS Standardization Mark Certificate.*
 - 7.2.1.3 *Submission of type test certificates and their Reports from the accredited testing laboratory*
 - 7.2.1.4 *Submission of accreditation certificate for the testing laboratory to ISO/ IEC 17025*
 - 7.2.1.5 *Submission of Works implementation schedule in Gantt chart*
 - 7.2.1.6 *Submission of Works methodology/statement*
 - 7.2.1.7 *Submission of Qualification details of key project implementation team*
 - 7.2.1.8 *Manufacturer's Authorization form correctness*
 - 7.2.1.9 *Checking and confirmation of the following documents as required in Vol. II of bidding document*
 - a) *Catalogues and Manufacturer's drawings*
 - b) *Schedule of Guaranteed Technical Particulars for major items duly filled, signed and tamped.*
 - c) *Bidder's performance qualification and supporting documents.*
 - d) *Manufacturer's experience, and sales records with supporting document*

7.2.1.10 *Confirming that the audited financial Statements are for the last three (3) years. The latest audited financial statements must be those that are reported within twelve (12) calendar months of the date of the tender document. The statement must be stamped and signed. The auditors must be valid ICPAK registered practitioner*

NB: Bidders must clearly indicate the Auditor's ICPAK practicing License registration number in the audited financial statement report)

Tenderers/Bidders will proceed to the next detailed technical evaluation stage if they qualify in compliance with Parts II (A) above.

Part II (B) – Detailed Technical Evaluation under clause 3.35 of the ITT.

7.2.2 The detailed technical evaluation shall be carried out to ensure the bid and the tenderer meets particular technical requirements for the works and materials supplies as follows:-

7.2.2.1 *Schedule of mandatory Guaranteed Technical Particulars (GTP) shall be evaluated against tender specifications to confirm compliance of the materials to the technical specifications, and evaluation of any deviations and exceptions declared by the Tenderer.*

7.2.2.2 *Type Test Certificates and their Reports from the testing laboratory for full compliance with materials technical Specifications.*

7.2.2.3 *Detailed evaluation of the following documents as required in the tender document:*

- a) Bidder's Work experience and performance qualification with supporting documents (reference letters)*
- b) Manufacturer's experience, and sales records with supporting document*
- c) Works implementation schedule to meet project time lines.*
- d) Works methodology/statement to meets the Work specifications*
- e) Qualification details of contractors key project implementation team*
- f) Proposed design drawings, manufacturer's catalogue and brochures*

7.2.3 Requirement for detailed assessment of adequacy of technical Proposals, personnel and performance qualifications:-

The assessment of the Technical Proposals submitted by a Bidder shall comprise

- (a) Bidder's technical capacity to mobilize key equipment and personnel to carry out the works,*
- (b) Construction methodology*
- (c) Construction schedule*
- (d) Contractor Performance qualification*
- (e) Sufficiently detailed supply sources to meet works requirement*

7.2.3.1 Key Personnel

The Bidder shall provide detailed CV (work experience) and Academic certificates of the proposed personnel in the format specified in forms PER1 and PER2

No.	Position	Minimum Academic Qualification	Total Work Experience (years)	In Similar Works Experience (years)
1	Resident Project manager	BSc in Electrical Engineering or equivalent and Post graduate diploma in Project Management	10	7
2	Design Engineer-Electrical	BSc Electrical Engineering or equivalent	7	5
3	Commissioning and Protection, SAS, Engineer	BSc in Electrical Engineering or equivalent	7	5
4	Construction Engineer-Electrical	BSc in Electrical Engineering or equivalent	7	5
5	Design Engineer-Civil	BSc in Civil Engineering or equivalent	7	5
6	Construction Engineer-Civil	BSc in Civil Engineering or equivalent	7	5
7	Safety and environmental specialist	Degree/Diploma in Safety and environmental or equivalent	7	5

7.2.3.2 Main Equipment

The Tenderer shall demonstrate can obtain (purchase, lease or rent) the Key equipment listed hereafter for Project implementation in the format specified in form EQU:

No.	Equipment Type and Characteristics	Minimum Number required
1	Testing equipment for primary and secondary substation equipment: Live line tester, insulation resistance equipment, Primary and secondary (Voltage/current) injection sets, (Current injection set 500amps), Earth resistance measuring equipment, Portable earthing conductors, Fibre stringing and splicing, testing (calibrated) and Termination kits)	One each
2	Oil Circulation machine	One
3	Excavation Machines	One
4	Hiab (Lifting equipment -5 tones)/Crane fitted on a truck, compactors, compressors, water boozers, tippers, Standby Generator etc.	One each
5	Line construction tools- Hydraulic crimpers and Cutters, Cable drum rollers, Ladders, wire tensioners and puller, Concrete climbing irons, Electro-mechanical tool box	One each
6	Relay testing Set/Kit	One each

7.2.3.3 Subcontractors

The general experience and financial resources of the sub-contractors shall not be added to those of the tenderer for purposes of qualification. The local subcontractors shall have the relevant NCA and ERC license class for the scope of works to be subcontracted. However in any case they shall have at least NCA 3 and ERC 2

(i) Proposed Subcontractors for Key Activities/Sub-Activities

Sections of the Works	Value of Subcontract	Subcontractor (name and address)	Experience in similar work

Note: Bidders shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with contract requirement.

7.2.3.4 Qualification for the Manufacturers and Main Contractor

Item No.	Description of Item	Minimum Criteria to be met	Support document
1	Supplier for Major materials	For equipment supplied/manufactured outside the employer’s country, i) Manufacturer must have been manufacturing the materials for at least 10 years ii) Equipment must have been in service for at least 5 years outside the country of origin/manufacture.	Manufactures sales record list, purchase orders/ four (4) Customer references and recommendations letters.
2	Substation and Lines Installation main contractor	Must have completed construction and commissioned works of at least 2 Substation and associated Lines projects of similar size and complexity (7.5MVA 33/11kV or above) in the last 8 years.	Signed contracts, completion certificates, and at least two (2) Customer references and recommendations letters.
3	Main Civil contractor	Must have completed civil works of at least 2 substation and associated Lines projects of similar size and complexity (7.5MVA 33/11kV or above) in the last 8 years or equivalent building and civil works.	Signed contracts, completion certificates, and at least two (2) customer references and recommendations letters.
4	Testing and Commissioning main contractor	Must have completed testing and commissioning of at least 2 substations and Lines projects of similar size and complexity (7.5MVA 33/11kV or above) in the last 8 years.	Signed contracts, completion certificates, and at least two (2) customer references and recommendations letters.

7.2.3.5 Completeness of following technical proposals shall be evaluated as required in clause 7.2.2 of detailed technical evaluation:-

(a) General requirements;

- Details of Site Organization and Method Statement for key project milestones
- Completeness of construction/Work Schedule in Gantt chart
- Implementation methodology of worksite Environmental, Social, Health and Safety (ESHS)
- Contractor Performance Qualification as specified in forms HCON, EXP 4.1, EXP 4.2, FIN 3.1, 3.2, 3.3 and 3.4

(i) Site Organization and Method Statement requirements

The Tenderer shall set out details of the Site Organization and Method Statement for the Works to demonstrate how shall meet the Employer's objective and requirements. As a minimum, the method Statement shall address following issues:

- Details of the arrangements and methods which the tenderer proposes to implement for the construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Particular Conditions of Contract;
- Outline of the arrangements of the tenderer to manage coordination of Site access.
- Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints;
- Comments on logistics and traffic management issues
- Outline of the arrangements and organization of the tenderer to ensure compliance with the Works Requirements and local authority regulations;
- Outline of the arrangements of the tenderer to carry out testing upon completion as specified in the Works Requirements;

(ii) Construction/Works Schedule requirements

The proposed work Program and Schedule shall address the following issues:

- Details of the proposed schedule for obtaining permits that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications;
- Details of the proposed timeline for carrying out the Works within the Time for Completion, in form of a Gantt chart showing notably the critical path.
- Details of the proposed timeline for the testing, commissioning and handing over of the completed Works/facility;

7.2.3.6 Performance Qualification Criteria

Bidders shall provide documentary evidence as prove that they meet following performance qualification:

Performance qualification			Compliance Requirements				Documentation
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements	
			All Parties Combined	Each Member	One Member		
7.2.3.6.1(a) Historical Contract Non-Performance							
i	History of Non-Performing Contracts	Termination of a contract1 did not occur as a result of contractor’s default in the Past three (3) years.	Must meet requirement	Must meet requirements	Must meet requirement	N/A	Documentary evidence termination was not result of contractor’s default
ii	Suspension Based on Execution of Bid Securing Declaration by the Employer	Not under suspension based on execution of a performance bond declaration pursuant to ITT	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Documentary evidence
ii	Pending Litigation	Unresolved Pending litigations involving KPLC and the Bidder shall not be as a result of contractor’s default in the Past three (3) years.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Documentary evidence
7.2.3.6.1(b) Construction Experience							
i	General Construction Experience	Experience in EPC construction contracts in the role of prime contractor, JV member, or Sub contractor for at least the last 8 years, starting 1 st January, 2012	Must meet requirement	Must meet requirement	N/A	N/A	Documentary evidence of signed contract letters and customer references/recommendations

Performance qualification		Compliance Requirements				Documentation																												
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements																												
			All Parties Combined	Each Member	One Member																													
ii	Specific Construction Experience on EPC Contract Implementation	(i) A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, or sub-contractor between 1st January 2012 and December , 2020:	Must meet requirement	Must meet requirement	N/A	N/A	Signed Contract letters with contract value amount, and reference/recommendations																											
		<table border="1"> <thead> <tr> <th>Lot</th> <th>No. of Contracts</th> <th>Minimum value (KES)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">1</td> <td>1</td> <td>300M</td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td></td> <td>2</td> <td>150M</td> </tr> <tr> <td rowspan="2">2</td> <td>1</td> <td>300M</td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td></td> <td>2</td> <td>150M</td> </tr> <tr> <td rowspan="2">3</td> <td>1</td> <td>300M</td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td></td> <td>2</td> <td>150M</td> </tr> </tbody> </table>	Lot	No. of Contracts	Minimum value (KES)	1	1	300M	or			2	150M	2	1	300M	or			2	150M	3	1	300M	or			2	150M					
Lot	No. of Contracts	Minimum value (KES)																																
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Performance qualification		Compliance Requirements				Documentation
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
iii	<p>For the above and any other contracts completed and under implementation as prime contractor, joint venture member, or Sub-contractor from 1st January 2012 to December , 2020 a minimum construction experience in the following key activities successfully completed in any two (2) years</p> <p><u>For Award of Lot 1, 2 and 3</u></p> <p>Contractor must have successfully completed construction of 2 Nos. 7.5 MVA, 33/11kV (or above) substation with Switchgear building, SAS, protection and control, and at least 50 kms of 33/11kV Lines in any two (2) years.</p> <p>In addition Should have completed installation of 33/11kV cable feed outs in a substation of more than 4 cable feed outs. in any two (2) years</p>	Must meet requirements	Must meet requirements	N/A	N/A	Signed Contract letters, Completion /Handover certificates and Customer recommendations

Performance qualification		Compliance Requirements				Documentation
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
7.2.3.6.1(c) Environmental, Social, Health and Safety (ESHS) Qualifications						
i ESHS Documentation	<p>Availability of in-house policies and procedures acceptable to the Employer for ESHS management:</p> <ol style="list-style-type: none"> 1. Existence of a system for monitoring compliance with ESHS commitments for the Bidder's subcontractors and all its partners; 2. Existence of official company procedures for the management of the following worksite ESHS activities: 	Must meet requirement	N/A	N/A	Leader must meet requirement	<ol style="list-style-type: none"> 1. The ESHS Ethics Charter of the company or equivalent Official documentation shall be provided. 2. A procedure or information on how the tenderer shall ensure that all members of the Joint Venture, subcontractors, suppliers and temporary labors <ol style="list-style-type: none"> (i) are aware and (ii) shall meet ESHS requirements shall be provided. 3. Official internal procedure on ESHS management and documentation on the topics indicated below shall be provided.

Performance qualification		Compliance Requirements				Documentation
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
	<input checked="" type="checkbox"/> ESHS resources, facilities and ESHS implementation and monitoring organization <input checked="" type="checkbox"/> Health & Safety on worksites; <input checked="" type="checkbox"/> Local recruitment and ESHS trainings of local staff (capacity building), ESHS trainings of subcontractors <input checked="" type="checkbox"/> Relations with stakeholders, creation of awareness and consultation with local communities and authorities; <input checked="" type="checkbox"/> Traffic management; <input checked="" type="checkbox"/> Atmospheric emissions, noise, Dust and vibrations control <input checked="" type="checkbox"/> Solid Waste management; <input checked="" type="checkbox"/> Control of infectious and communicable diseases (HIV/AIDS, COVID-19. at worksite.).					
ii Similar Experience	Experience of [1] construction EPC contracts over the last [8] years, where ESHS measures were carried out or are on progress satisfactorily and in compliance with international standards, NEMA, and OSHA regulations.	Must meet requirement	N/A	N/A	Leader must meet requirement	supporting documents (the tenderer shall submit a evidence supporting the ESHS implementation measures)
iii ESHS dedicated Personnel	Availability of in-house personnel for ESHS issues: Environmental and Social, Health and Safety personnel.	Must meet requirement	N/A	N/A	Leader must meet	Site Organizational chart evidencing filled ESHS position(s) in the organisation

Performance qualification		Compliance Requirements				Documentation
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
			All Parties Combined	Each Member	One Member	
					requirement	

7.2.3.7 Tenderers will proceed to the next evaluation stage (financial) if they pass Parts (IIB) above.

7.3 Part III – Financial Evaluation under clause 3.36 of the ITT

A) Financial evaluation criteria –Mandatory requirements

7.3.1 a) Confirmation of and considering schedule of rates and prices and/or priced Bill of Quantities duly completed, signed and stamped.

b) Checking that the tenderer has quoted prices based on Delivery Duty paid (DDP) terms.

7.3.2 Provision of documentary evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance if applicable under this contract, in the format specified in form FIN-3.1

7.3.3 Considering information submitted in the Confidential Business Questionnaire against other information in the Bid including:-

- i) Declared maximum value of business
- ii) Shareholding and citizenship for preferences where applicable.

B) Financial evaluation criteria-Detailed evaluation

7.3.4 In addition to the financial requirement in clauses above the following financial performance qualification shall be included in the detailed evaluation:

Financial Performance Qualification		Compliance Requirements				Documentation									
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements									
			All Parties Combined	Each Member	One Member										
(a) Financial capability and Performance															
Financial Capabilities	ii	The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction Cash flow requirements estimated in KES as. <table border="1" data-bbox="520 771 877 945"> <thead> <tr> <th>LOT</th> <th>Cash Flow (KES)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100M</td> </tr> <tr> <td>2</td> <td>100M</td> </tr> <tr> <td>3</td> <td>100M</td> </tr> </tbody> </table>	LOT	Cash Flow (KES)	1	100M	2	100M	3	100M	Must meet requirement	Must meet requirement	N/A	N/A	Documentary evidence
	LOT	Cash Flow (KES)													
	1	100M													
2	100M														
3	100M														
ii	Bidder shall also demonstrate, to the satisfaction of the Employer, that has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments	Must meet requirement	Must meet requirement	N/A	N/A	Documentary evidence									
iii	The audited financial statements for the last three (3) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position. The Bidder's financial position will be deemed sound if at least three (3) of the following four (4) criteria are met:	Must meet requirement	N/A	Must meet requirement	N/A	Audited financial statements									

Financial Performance Qualification		Compliance Requirements				Documentation								
Criterion	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements								
			All Parties Combined	Each Member	One Member									
	a) Average earnings before interest, taxes, depreciation, and amortization (EBITDA) for the last three (3) years > 0; b) Total equity (net worth) for the last three (3) years > 0; c) Average liquidity ratio for the last three (3) years > 1 ((Current assets) / (Current liabilities) > 1); d) Average indebtedness ratio for the last three (3) years < 6 ((Total financial liabilities) / (EBITDA) < 6).													
Minimum Annual Construction Turnover [As an indication, the specified amount should range between 1 and 1.5 times the estimated annual invoiced amount under the current Contracts]	iv Minimum annual construction turnover in KES, <table border="1" data-bbox="506 824 808 997"> <thead> <tr> <th>LOT</th> <th>TURN OVER (KES)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>390.0M</td> </tr> <tr> <td>2</td> <td>390.0M</td> </tr> <tr> <td>3</td> <td>390.0M</td> </tr> </tbody> </table> for the last 3 years, calculated as total certified annual payments received for contracts in progress and/or completed contracts.	LOT	TURN OVER (KES)	1	390.0M	2	390.0M	3	390.0M	Must meet requirement	Must meet requirement	Must meet [twenty five] per cent [25]% of the requirement	Must meet [forty] per cent [40] % of the requirement	Documentary evidence
LOT	TURN OVER (KES)													
1	390.0M													
2	390.0M													
3	390.0M													

***NOTES: -**

1. Total tender value means the tenderer's total bid price inclusive of Value Added Tax (V.A.T) for the works and all duties on materials.
2. The Successful Tenderers shall be lowest evaluated Bidder

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SECTION VIII – GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and KPLC’s guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

8.1 Definitions

In this contract, the following terms shall be interpreted as follows: -

- a) **“Day”** means calendar day and “month” means calendar month.
- b) **“Day works”** are work inputs subject to payment on a time basis for labour and the associated materials and plant.
- c) **“Certificate of Acceptance”** means the certificate issued by KPLC to the Contractor confirming that the Works have been completed as per the terms of the Contract.
- d) **“The Contract”** means the agreement entered into between KPLC and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- e) **“The Contract Price”** means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- f) **“A Defect”** is any part of the Works not completed in accordance with the Contract.
- g) **“The Defects Liability Certificate”** is the certificate issued by the Project Manager upon correction of defects by the Contractor.
- h) **“The Defects Liability Period”** is the period specified in the Special Conditions of Contract when the Contractor is to remedy any defects in the Works.
- i) **“The Goods”** includes all of the equipment, machinery, and or other materials, which the Contractor is required to supply to KPLC under the contract and install and commission under the contract as the case may be.
- j) **“Party”** means KPLC or the Contractor or both as the context so requires.

- k) **“Project Manager”** is the employee of KPLC responsible for supervising the execution of the Works and administering the Contract.
- l) **“Site”** is the area where the Works under this Contract are to be carried out as specified in the Contract.
- m) **“The Contractor”** means the individual or firm supplying the goods and undertaking the Works under this Contract as the case may be or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.
- n) **“Works”** means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.
- o) Wherever used in the contract, “delivery” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the goods have been inspected and tested in accordance with the Contract and where KPLC does not signify its approval to the Contractor, but retains the goods without giving notice of rejection, on the expiration of thirty (30) days from date of documented receipt by the duly authorized representative of KPLC, of the goods, at KPLC stores or other indicated site.

8.2 Application

These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

8.3 Country of Origin

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

8.3.2 The origin of Goods and Services is distinct from the nationality of the Contractor.

8.4 Standards

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

8.5 Use of Contract Documents and Information

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

8.5.2 The Contractor shall not, without KPLC's prior written consent, make use of any document or information enumerated in clause 8.5.1 above.

8.5.3 Any document, other than the contract itself, enumerated in clause 8.5.1 shall remain the property of KPLC and shall be returned (including all copies) to KPLC on completion of the Contractor's performance under the contract if so required by KPLC.

8.6 Patent Rights

The Contractor shall indemnify KPLC against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods of any part thereof in KPLC's country.

8.7 Performance Security

8.7.1 Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following:-

- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.

8.7.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

8.7.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.

8.7.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.

8.7.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.

8.7.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery, installation and commissioning for both Foreign and Local Contractors.

8.7.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance

Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.

- 8.7.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than sixty (60) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

8.8 Approval before Manufacture and installations works

- 8.8.1 All technical details and design drawings for the items to be supplied shall be submitted by the Contractor to KPLC for approval before manufacture or installation works.
- 8.8.2 Should the Contractor fail to observe this condition of approval before manufacture and installation, KPLC may decline to accept the materials, or the works, and the Contractor shall either replace them or make alterations necessary, but in any case, KPLC shall incur no liability howsoever.

8.9 Inspection and Tests

- 8.9.1 KPLC or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes.
- 8.9.2 Prior to the manufacture or production of the goods on order, KPLC reserves the right to inspect the manufacturing or production facility and the quality management system. The manufacturer or producer shall meet the cost of routine inspection while KPLC shall meet the cost of air travel to the nearest airport and accommodation of two of its nominated officers inspecting and witnessing tests.
- 8.9.3 It is the responsibility of the Contractor to confirm if this right is to be exercised. Such visit and or inspection shall in no way prejudice KPLC's rights and privileges.
- 8.9.4 Upon completion of manufacturing or production process, KPLC reserves the right to send two of its nominated officers to inspect the goods on order at the place of manufacture where inspection and acceptance tests as per tender specifications shall be carried out in their presence. Tests shall be done in accordance with the test standard(s) given in the Technical Specification of the goods on order.
- 8.9.5 The manufacturer or producer shall meet the cost of tests as per tender specifications while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its two nominated officers inspecting and witnessing the tests.
- 8.9.6 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of production, manufacture, delivery and or at the goods' final destination. If conducted on the premises of the Contractor 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 KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).
- 8.9.7 Complete test report(s) for all the goods as per Tender Specifications shall be submitted to KPLC for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from KPLC.
- 8.9.8 Should any inspected or tested goods fail to conform to the specifications, KPLC shall reject the goods, and the Contractor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to KPLC. The period for replacement or alterations together with delivery to KPLC shall be fourteen (14) days or as may otherwise be specified in the notice of rejection.
- 8.9.9 The Supplier shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, they shall attract storage and handling charges at prevailing market rates or as determined by KPLC without making any reference to the supplier pending the disposal of the goods by KPLC as guided by the Disposal of Uncollected Goods Act, Chapter 38 of the Laws of Kenya. .
- 8.9.10 Notwithstanding any previous inspection(s) and test(s) KPLC shall inspect and may test the goods upon arrival at the indicated site. Where KPLC inspects and rejects the goods after the goods arrival, KPLC shall claim from the Contractor the full cost of the goods including delivery charges to KPLC Stores or other indicated site and other incidental costs incurred in relation thereof.
- 8.9.11 KPLC's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by KPLC or its representative(s) prior to the goods delivery.
- 8.9.12 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by KPLC.
- 8.9.13 Nothing in clause 8.9 shall in any way release the Contractor from any warranty or other obligations under this Contract.
- 8.10 Pre-shipment Verification of Conformity (PVoC)**
- 8.10.1 All Contractors of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.
- 8.10.2 The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed, to perform the PVoC programme on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Contractor.

8.11 Consignment

- 8.11.1 The terms shall be strictly on Delivered and Duty Paid (DDP) basis.
- 8.11.2 The Consignee shall be the supplier or supplier's agent whose responsibilities shall include payment of all Customs taxes, duties and levies, clearance of the goods, and delivery to KPLC stores. For avoidance of doubt, this includes Value Added Tax (VAT), Railway Development Levy (RDL) and Import Duties.

8.12 Packaging and Labelling

- 8.12.1 The Contractor shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 8.12.2 The method of packaging, labelling and marking shall comply strictly with such special requirements as shall be specified and attached to the Tender and particular Order.
- 8.12.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 8.12.4 The goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 8.12.5 The Contractor shall enclose a packing list in each package and all documents relating to the Order shall show the Stores Code Number detailed against the items.
- 8.12.6 The labelling on each package shall include the following;
 - (i) General description of the item(s)
 - (ii) KPLC Order No.....
 - (iii) Cautionary notes and handling instructions
 - (iv) Package number

8.13 Delivery and Documents for Goods on Delivered Duty Paid (DDP) Terms.

- 8.13.1 Delivery of the goods shall be made by the Supplier to the named place and in accordance with the terms specified by KPLC in its Schedule of Requirements.
- 8.13.2 The Supplier shall notify KPLC of the full details of the delivered goods by delivering together with the goods a full set of the following documents: -
 - a) *Supplier's invoice showing the goods description, quantity, unit price and total price*
 - b) *Delivery note for every consignment originating from the party contracted by KPLC. The Delivery Note should be serialized, dated and contain the number of the Official Purchase Order*
 - c) *Manufacturer's warranty certificate*

- d) *Packing list identifying contents of each package which list should include casing number, full description of the items and the quantities in each package.*
- 8.13.3 It is the responsibility of the Supplier to ensure that the delivery documents are received by KPLC at the designated delivery point at the time of delivery.
- 8.13.4 Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Supplier and KPLC shall be entitled to call up the Performance Security.
- 8.13.5 The Supplier should notify KPLC in writing of its intention to deliver goods fourteen (14) days prior to delivery, and a further confirmation two (2) working days before actual delivery to the designated delivery point.

8.14 Transportation

- 8.14.1 The Supplier shall be required to meet all transport expenses until delivery.

8.15 Liability and Insurance

- 8.15.1 The goods supplied under the contract shall be fully insured by the Contractor against loss or damage incidental to manufacture, production or acquisition, transportation, storage and delivery in the manner specified in this Contract (Delivery Duty Paid terms).
- 8.15.2 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance of Works under the contract.
- 8.15.2 The Contractor shall (except in respect to losses, injuries or damage resulting from any act or neglect of KPLC) indemnify and keep indemnified KPLC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

8.16 Payment

- 8.16.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from delivery and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 8.16.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made. The terms shall be strictly on Delivered and Duty Paid (DDP) basis.

- 8.16.3 Contractors who request for a Letter of Credit (*hereinafter abbreviated as LC*) –
- a) *Shall meet all the LC costs. Indicative costs levied by the banks include opening charges (0.25% per quarter), confirmation charges (0.25% flat), settlement (0.25% flat), acceptance charges (0.25% flat) and any amendment charges.*
 - b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
 - c) *The maximum number of extensions and amendments shall be limited to two (2).*
 - d) *Should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*
 - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
 - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
 - g) *The Contractor shall be required to submit a Proforma invoice for each lot for use in the placement of order and opening of the LC. The Proforma invoice shall be on total DDP basis.*
 - h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*

8.16.4 KPLC shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for such decline.

8.17 Interest

8.17.1 Interest payment by KPLC is inapplicable in this contract.

8.18 Prices

8.18.1 Subject to clause 7.18.2 herein-below, prices charged by the Contractor for goods delivered and services performed under the contract shall, be fixed for the period of the contract with no variations.

8.18.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

8.19 Variation of Contract

KPLC and the Contractor may vary the contract only in accordance with the following: -

- a) *the quantity variation for goods shall not exceed ten percent (10%) of the original contract quantity.*
- b) *the quantity variation for works does not exceed fifteen per cent (15%) of the original quantity.*
- c) *the cumulative value of all contract variation shall not exceed twenty five per cent (25%) of the original contract price.*
- d) *the quantity variation must be executed within the period of the contract.*

8.20 Assignment

- 8.20.1 The Contractor shall not assign in whole or in part its obligations to perform under this contract, except with KPLC's prior written consent.

8.21 Subcontracts

- 8.21.1 The Contractor shall notify KPLC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.
- 8.21.2 In the event that an award is given and the Contract is sub contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

8.22 Project Manager

- 8.22.1 KPLC shall appoint a Project Manager and project Engineers who shall be an employee of KPLC and who will be responsible for supervising the execution of the Works. The names and contacts of the person appointed as the Project Manager shall be communicated to the Contractor once such appointment is made.
- 8.22.2 Except where otherwise specifically stated, the Project Manager will decide contractual matters between KPLC and the Contractor.
- 8.22.3 The Project Manager may delegate any of his duties and responsibilities to another KPLC employee and thereafter notify the Contractor of the person to whom such duties are delegated.

8.23 Works

- 8.23.1 The Contractor shall perform the Works in accordance with the specifications set out in the Contract.

8.24 Safety at Work Sites

- 8.24.1 The Contractor shall be responsible for the safety of all activities on the sites where Works are performed.

8.25 Discoveries

8.25.1 Anything of historical or other interest or of significant value unexpectedly discovered on site where the Works are being carried out shall be the property of KPLC. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

8.26 Access to Site (s)

8.26.1 The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the site (s) where Works are carried out and to any place where work in connection with the contract is being carried out or is intended to be carried out.

8.26.2 The Contractor will have access to the sites within two weeks after the effective date.

8.27 Instructions

8.27.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

8.28 Day works

8.28.1 If applicable, the Day works rates in the Contractor's tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

8.28.2 All work to be paid for as Day works shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

8.28.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

8.29 Early Warning

8.29.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Works, increase the contract price or delay the execution of the Works.

The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and completion date. The estimate shall be provided by the Contractor as soon as reasonably possible.

8.29.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Works and in carrying out any resulting instructions of the Project Manager.

8.30 Defects

- 8.30.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Works that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor.
- 8.30.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period which begins after issuance of the Certificate of Acceptance by KPLC to the Contractor. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 8.30.3 When notice of a defect is given; the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.
- 8.30.4 The Project Manager shall issue the Contractor with a Defects Liability Certificate after the defects are corrected.

8.31 Commencement, Completion and taking over

- 8.31.1 The Contractor shall commence work at the site within **two weeks** from the Effective Date for determining time for completion as specified in the appendix 2, Article 1 of SCC.
- 8.31.2 The time for Completion of the project shall be **18 months** from the Effective Date as specified in the appendix 2, Article 1 of SCC.
- 8.31.3 Commissioning and Operational Acceptance: The Guarantee Tests of the facilities shall be successfully completed within **four Weeks** from the date of installation Completion
- 8.31.4 Upon assessment by the Project Manager that the Works are successfully complete, KPLC shall issue the Contractor with a Certificate of Acceptance.

8.32 Retention/Defects Liability

- 8.32.1 KPLC shall retain 10% of the Contract Price for the duration of the Defects Liability Period after issuing the Certificate of Acceptance for the whole of the Works.

8.33 Early Completion

- 8.33.1 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

8.34 Corrupt gifts

- 8.34.1 The Contractor shall not offer or give or agree to give to any person in the service of the KPLC any gift or consideration of any kind as an inducement or reward for

doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for KPLC for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with KPLC.

8.34.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Disposal Regulations 2005 and the regulations made thereunder.

8.35 Termination

8.35.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -

- a) *if the Contractor fails to perform any obligation(s) under the contract.*
- b) *if the Contractor in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- c) *by an act of force majeure.*
- d) *if the Contractor becomes insolvent or bankrupt*
- e) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- f) *the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;*
- g) *the Project Manager gives notice that failure to correct a particular defect which is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;*
- h) *if the Contractor abandons or repudiates the Contract*

8.35.2 KPLC may by written notice sent to the Contractor, terminate the Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KPLC's convenience, the extent to which performance, by the Contractor, of the Contract, is terminated and the date on which such termination becomes effective.

8.35.3 For the remaining part of the Contract after termination for convenience, KPLC may pay to the Contractor an agreed amount for partially completed satisfactory performance of the Contract.

- 8.35.4 In the event that KPLC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered or not rendered, and the Contractor shall be liable to KPLC for any excess costs for such similar goods and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPLC.
- 8.35.5 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.
- 8.35.6 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.
- 8.35.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

8.36 Force Majeure

- 8.36.1 *Force majeure* means any circumstances beyond the control of the parties, including but not limited to: -
- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
 - b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
 - c) *rebellion, revolution, insurrection, military or usurped power and civil war;*
 - d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
 - e) *Un-navigable storm or tempest at sea.*
- 8.36.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default nor in breach of its obligations under the contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the Contract entered into by the parties.
- 8.36.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 8.36.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify KPLC of the steps it proposes to take including any reasonable alternative means for performance, which is not

prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by KPLC.

- 8.36.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 8.37.4, then notwithstanding the provisions of the Contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 8.36.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the Contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

8.37 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the Contract, if the Contractor fails to deliver any or all of the goods or complete the Works within the period specified in the contract, KPLC 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 or shipment price (whichever is applicable) per day of delay of the delayed items up to a maximum of ten percent (10%) of the delivered price of the delayed goods.

8.38 Warranty

- 8.38.1 The Contractor warrants that the Goods supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that the goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied goods under the conditions obtaining in Kenya.
- 8.38.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination indicated in the contract.
- 8.38.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 8.38.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, replace the defective goods without cost to KPLC.
- 8.38.5 If the Contractor having been notified fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be

necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

8.39 Resolution of Disputes

- 8.39.1 KPLC and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 8.39.2 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 resort to resolution before a recognised local forum for the resolution of disputes.

8.40 Language and Law

The language of the contract and the law governing the contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

8.41 Waiver

Any omission or failure by KPLC to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Contractor shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KPLC's powers and rights as expressly provided in and as regards this contract.

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and KPLC’s guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by KPLC if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

GCC Reference Clause	Particulars of SCC
<p>8.16</p>	<p>Terms of Payment</p> <p><i>Payments shall be made promptly by KPLC within Sixty (60) days from submission of invoice together with other required and related documents and in the following proportion:-</i></p> <ul style="list-style-type: none"> a) <u>Schedule 1 and 2 Plant and mandatory supplied form abroad and within employers country spares:</u> <ul style="list-style-type: none"> i) <i>Sixty percent (60%) of the total or pro rata DDP amount (comprising of the plant/items, accessories and mandatory spares) will be paid upon delivery and inspection at project site).</i> ii) <i>Thirty percent (30%) of the total or pro rata DDP amount will be paid upon successful installation (erection/assembly and control cable connections ready for pre-commissioning tests) of the plant, equipment or system.</i> iii) <i>Five percent (5%) of the total or pro rata DDP amount upon issuance of the Completion Certificate.</i> iv) <i>Five percent (5%) of the total or pro rata DDP amount upon issuance of the Operational Acceptance Certificate i.e. upon expiry of 12 months defects liability period.</i> b) <u>Schedule No. 3. Design Services</u> <i>In respect of design services the following payments shall be made: Hundred percent (100%) of the total or pro rata design services amount upon acceptance of design works by the Project Manager within sixty (60) days after receipt of invoices together with other required and related documents.</i> c) <u>Schedule No. 4. Installation Services</u> <i>In respect of installation services the following payments shall be made:</i> <ul style="list-style-type: none"> i) <i>Ninety percent (90%) of the measured value of work performed by the Contractor, as identified in the said Program of works, during the preceding month, as evidenced by the Employer’s authorization of the Contractor’s application, will be made within sixty (60) days after receipt of invoice together with other required and related documents.</i> ii) <i>Five percent (5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the</i>

		<p><i>Employer's authorization of the Contractor's applications, upon issuance of the Completion Certificate/upon expiry of 12 months defects liability period, within sixty (60) days after receipt of invoice together with other required and related documents.</i></p> <p>iii) <i>Five percent (5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's applications, upon issuance of the Operational Acceptance Certificate /upon expiry of 12 months defects liability period, within sixty (60) days after receipt of invoice together with other required and related documents</i></p> <p>Payment Procedures The procedures to be followed in applying for certification and making payments shall be as follows: Telegraphic transfer: schedule 1,2,3 and 4 Payments shall be made promptly by KPLC and shall be within sixty (60) days from delivery and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.</p> <p>Payments shall be primarily be through KPLC's cheque or real time gross settlement (RTGs) or telegraphic transfer. Where applicable, a copy of a valid performance security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payments is made. The terms shall be strictly on Delivered and Duty Paid (DDP) basis</p> <p>Contractors who request for a letter of credit (hereinafter abbreviated as (LC):</p> <ol style="list-style-type: none"> a) Shall meet all the LC Costs. Indicative costs levied by the issuing banks are;- opening/issuance charges (0.25% per quarter), acceptance/issuance charges (0.25% per quarter), settlement charges (0.25% flat), confirmation charges (0.25% flat) (where required) or as per the confirming bank's rate, and any amendment charges. b) Any extension and or amendment charges and any other costs that may result from the contractor's delays, requests, mistakes or occasioned howsoever by the contractor shall be to the beneficiary's rates. c) The maximum number of extensions and amendments shall be limited to two (2) d) Notwithstanding sub-clause 8.16.3 (a), should the contractor require a confirmed LC, then all confirmation and any other related charges levied by both the contractor's and KPLC's bank be to the beneficiary's account.
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		<p>e) The LC shall be opened only for schedule No.1 plant and equipment supplied from Abroad and shall be within the validity period of the contract.</p> <p>f) A copy of the performance security, stamped and certified as authentic by KPLC ,whose expiry date should not be less than sixty (60) days from the LC expiry date shall form part of the documents to be presented to the bank before any payment is effected.</p> <p>KPLC shall have the sole discretion to accept or decline any contractor’s payment request through letters of credit without giving any reason for such decline.</p> <ul style="list-style-type: none"> • Minimum Amount of Interim Payment Certificates shall be KES. 10,000,000 • Advance payment Shall not be granted <p>Payment to the Contractor of the amounts due in each currency shall be made into the following bank accounts: [insert bank account details at the time of contract signing]</p>
8.16.3	Letter of Credit (LC)	<i>Contractor shall meet all the LC costs</i>
8.17	Interest	Interest payment by KPLC is NOT applicable in the contract.
8.18	Prices	<p><i>The Contract Price is a mix of Lump Sum Price Component and Admeasurement Component.</i></p> <p><i>The distribution substation works component shall be on lump sum contract basis whereas the distribution line works shall be on admeasurement contract basis.</i></p> <p>(In a lump sum contract, the contractor is deemed to have included all inputs that are necessary to perform the scope of works).</p>
8.19	Variation of Contract	the cumulative value of all contract variation shall not exceed twenty five per cent (25%) of the original contract price.
8.20	Assignment	<p><i>Contractor shall not assign in whole or in part its obligations to perform under this contract, except with KPLC’s project manager prior written consent. Any changes in approved contractor assignment shall also require Employers written consent</i></p> <p>Working Hours: Normal working hours shall be from Monday to Friday except public holidays observed in Kenya.</p>
8.21	Subcontractors	<i>Contractor shall notify KPLC in writing of all subcontracts awards under this contract if not already specified in the tender. Such subcontractors shall be subject to project manager’s approval and qualification criteria</i>

8.22	Project Manger	<p><i>Project Manager appointed by KPLC:</i> <i>Name: Peter Kioko</i> <i>Address: P.O Box 30099,00100, Nairobi, Kenya</i> <i>Email: pmkikoko@kplc.co.ke</i> <i>Phone +254711 0311828</i></p> <p><i>Project manager shall obtain specific approval of the Employer before taking the following actions:</i> <i>Issuing any instruction resulting in substantial changes to the Works, or an increase of the Accepted Contract Amount and/or an extension of the time for completion;</i></p>
8.23	Defect Liability	<i>The critical components covered under the defect liability shall include: Contractor's Works and all Major equipment/items.</i>
8.26	Access to site	<i>Contractor will have access to the sites within two weeks after the effective date/signing of contract.</i>
8.30	Defects	<i>The critical components covered under the defect liability shall include: Contractor's works and all major equipment/items.</i>
	Liability Period	<i>One year after successful testing and commissioning</i>
8.31	Time for Commencement and Completion	<p><i>Contractor shall commence work at the site within two weeks from the Effective Date.</i> <i>Time for Completion of the project shall be 18 months from the Effective Date.</i> <i>Guarantee Tests of the facilities shall be successfully completed within four (4) Weeks from the date of installation completion</i></p>
8.32	Percentage of Retention	<p><i>10% of the Contract Price for the duration of the Defects Liability Performance security shall not be reduced on the date of the Operational Acceptance.</i> <i>Performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended defect liability to cover the Contractor's extended defect liability</i></p>
8.38	Warranty Period	<i>One (1) year</i>
8.39	Resolution of Disputes before a recognized local forum	<i>Thirty (30) days after commencement of informal negotiation between the employer and Contractor</i>
8.41	Waiver	<i>N/A in this contract</i>

APPENDICES TO SPECIAL CONDITIONS OF CONTRACT

The Appendices listed below shall be deemed to form an integral part of the Contract Agreement.

Appendix 1. List of Documents for Approval or Review

Pursuant to GCC 8.23 the Contractor shall prepare, or cause it's Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of materials and work performance the following documents for:

A. Approval

1. Change in contractor`s project Organization structure and / or key personnel
2. Contractor`s work program/Schedule
3. Sub-contractors Qualification of
4. Layouts, Equipment specification, manufacturer`s test report, civil, electrical, protection control, SAS, Telecoms designs, Test Protocols etc.

B. Review

1. Qualification of equipment sub-suppliers
2. Monthly progress reports
3. Final project report after installation before issuance of operational Certificate.

Appendix 2. Article 1-Effective Date

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions shall have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

If the conditions listed above are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

SECTION X - STANDARD BIDDING FORMS

- (i) Tender Form
- (ii) Confidential Business Questionnaire
- (iii) Tender Security Form (Bank Guarantee)
- (iv) Manufacturers Authorisation Form
- (v) Declaration Form
- (vi) Letter of notification of award
- (vii) Letter of notification of regret
- (viii) Contract Agreement Form
- (ix) Performance Security Form (Bank Guarantee)
- (x) Letter of Acceptance
- (xi) Performance Qualification Forms
- (xii) Site Visit Form
- (xiii) Retention Money Security Form
- (xiv) Completion Certificate Form
- (xv) Operation Certificate Form
- (xvi) Change Order Forms

(i) TENDER FORM

Date:.....

Tender No.....

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission (*the latter two where applicable*) (*insert goods description*) in accordance and conformity with the said tender document for the sum of(*total tender amount inclusive of all taxes in words and figures*) or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the performance security of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
- 4.* We agree to abide by this Tender for a **period of 180 days** from the date fixed for tender opening as per the Tender Document, 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 not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPLC requires a validity period of at least One Hundred and Eighty (180) days.
2. This form must be duly completed, signed, stamped and/or sealed.

(ii) CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

<p>Part 1 – General</p> <p>Business Name.....</p> <p>Location of business premises.....</p> <p>Plot No.Street/ Road</p> <p>Postal Address Postal Code</p> <p>Tel No.....</p> <p>Facsimile.....</p> <p>Mobile No.....</p> <p>E-mail:.....</p> <p>Nature of your business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any time KSh.....</p> <p>Name of your BankersBranch... ..</p> <p>*Names of Tenderer’s contact person(s)</p> <p>Designation of the Tenderer’s contact person(s)</p> <p>Address, Tel, Fax and E-mail of the Tenderer’s contact person(s)</p> <p>.....</p> <p>.....</p>

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

Part 2 (d) List of Associated Companies Participating in this

Tender Give details as follows: -

Name of Company	Country of Registration	Directors	Shares (%)
1.....			
2.....			
3.....			
4.....			

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

Designation of the duly authorized person.....

Signature of the duly authorized person.....

***NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *If a Kenyan citizen, please indicate under “Citizenship Details” whether by birth, naturalization or registration.*
3. *The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer’s disqualification.***
4. *For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

(iii) TENDER SECURITY FORM- (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date _____

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

WHEREAS (name of the Tenderer) (hereinafter called “the Tenderer”) has submitted its Tender dated for the supply, installation and commissioning of..... (please insert KPLC tender no. and name) (hereinafter called “the Tender”);

KNOW ALL PEOPLE by these presents that **WE**.....ofhaving our registered office at.....(hereinafter called “the Bank”), are bound unto The Kenya Power and Lighting Company Limited (hereinafter called “KPLC” which expression shall where the context so admits include its successors-in-title and assigns) in the sum of for which payment well and truly to be made to the said KPLC, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (Amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

This guarantee is valid until theday of.....20.....

EITHER

SEALED with the)
COMMON SEAL)

of the said **BANK**)
thisday)
of20....)

BANK SEAL

in the presence of :-)

_____)

and in the presence of:-)

_____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **BANK**

Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. ***The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”***
4. *The Tender validity period is one hundred and eighty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

(iv) **MANUFACTURER'S AUTHORIZATION FORM**

(To Be Submitted On Manufacturer's Letterhead)

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

WHEREAS WE *(name of the manufacturer)* who are established and reputable manufacturers/principal of
(name and description of the services) having offices or factories at *(full address and physical location of offices or factory(ies))* do hereby confirm that
(name and address of Supplier) is authorized by us to transact in the services required against your Tender No **TENDER NO. KP1/6A-1/PT/12/20/A85** in respect of the above plants/materials and services

WE HEREBY extend our full guarantee and warranty in accordance with clause 8.38 of General Conditions of Contract for the items offered by the above firm against the Invitation to Tender. This guarantee and warranty period shall commence upon issuance of completion certificate.

DATED THIS..... DAY OF.....20.....

Signature of duly authorised person for and on behalf of the Manufacturer/ Principal.

Name and Capacity of duly authorised person signing on behalf of the Manufacturer/ Principal.

NOTES TO TENDERERS & MANUFACTURERS/ PRINCIPALS/ PRODUCERS

Only a competent person in the service of the Manufacturer/ Principal should sign this letter of authority.

(v) DECLARATION FORM

Date _____

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi,
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

Declare the following: -

- _____
- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
 - b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
 - c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.
 - d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - e) That I/ We do hereby confirm that all the information given in this Tender is accurate, factual and true to the best of our knowledge.
 - f) That I/ We are not associated with any other Tenderer participating in this tender

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

(vi) LETTER OF NOTIFICATION OF AWARD

To:

(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

(Enclosures)

(vii) LETTER OF NOTIFICATION OF REGRET

To: *(Name and full address of the Unsuccessful Tenderer)*.....

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1.
2.
3. etc...

The successful bidder was _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers. You may collect the tender security from our *Legal Department (Guarantees Section)*, on the 2nd Floor, Stima Plaza, Kolobot Road, Parklands, Nairobi only after expiry of twenty five (25) days from the date hereof on Mondays and Wednesdays ONLY between 9.00 a.m to 7.30 pm and 2.00p.m to 4.00p.m.

It is expected that by that time KPLC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original or certified copy of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

(Enclosures)

(viii) CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....**20.... BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED**, a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya, with its registered office situated at Stima Plaza, Kolobot Road, Parklands, Nairobi in the Republic of Kenya and of Post Office Box Number 30099-00100, Nairobi in the Republic aforesaid (*hereinafter referred to as "KPLC"*) of the one part,

AND

..... (*Contractor's full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number.....(*full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the "Contractor"*) of the other part;

WHEREAS KPLC invited tenders for certain works, that is to say for **Design, Supply, Installation and Commissioning of Primary Distribution Substations and associated Lines** under Tender Number **KP1/6A.1/PT/12/20/A85**

AND WHEREAS KPLC has accepted the Tender by the Contractor for the services in the sum of (*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 and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
 - c) the Official Purchase Order shall also mean the Official Order or Local Purchase Order.
 - d) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.

- e) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “*Contractor*” the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
 - f) where there are two or more persons included in the expression the “*Contractor*” any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KPLC to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with KPLC to perform and Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. KPLC hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services 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.
5. The following documents shall constitute the Contract between KPLC and the Contractor and each shall be read and construed as an integral part of the Contract:
- a) This Contract Agreement
 - b) Letter of Acceptance dated
 - c) General Conditions of Contract
 - d) Special Conditions of Contract
 - e) Technical Specifications/GTPs
 - f) Drawings
 - g) Bill of Quantities and Price Schedule
 - h) Implementation Plan/Schedule (work methods and schedule)
 - i) KPLC’s Notification of Award dated.....
 - k) Tender Form signed by the Contractor
 - l) Declaration Form signed by the Contractor/Successful Tenderer
 - m) Manufacturer’s authorisation/Warranty
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement date shall be the working day immediately following the fulfilment of all the following: -

- a) Execution of this Contract Agreement by KPLC and the Contractor.
 - b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPLC.
 - c) Issuance of the Official Order by KPLC to the Contractor.
 - d) Where applicable, Opening of the Letter of Credit by KPLC.
8. The period of contract validity shall begin from the Commencement date and end at the expiry of the Defects Liability Period.
Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local contractors and five (5) days for Foreign contractors.
14. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099-00100, Nairobi, Kenya. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf
of **THE KENYA POWER & LIGHTING COMPANY LIMITED**

MANAGING DIRECTOR & CEO

and in the presence of:-

GENERAL MANAGER, LEGAL SERVICES, REGULATORY AFFAIRS & COMPANY
SECRETARY

SEALED with the **COMMON SEAL**
of the **CONTRACTOR**
in the presence of:-

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES
and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

Imelda Bore

Advocate,

C/o The Kenya Power & Lighting Company Limited,

7th Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/731

Facsimile: + 254-20-3514485/3750240

(ix) PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date _____

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

WHEREAS.....(hereinafter called “the Contractor”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Contractor’s date of Tender taken from the Tender Form*) to supply(*description of the works*) (hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Contractor’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a guarantee;

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

This guarantee is valid until theday of.....20.....

EITHER

SEALED with the)
COMMON SEAL)
of the said **BANK**)
)

thisday) _____
)
 of20.....) **BANK SEAL**
 in the presence of :-)
)
 _____)
)
 and in the presence of:-)
)
 _____)

OR

SIGNED by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **BANK**

 Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

 Signature(s) of the duly authorised person(s)

NOTES TO CONTRACTORS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*

2. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC’s query. Should there be no conclusive response by the Bank within this period, such Contractor’s Performance Security may be deemed as invalid and the Contract nullified.*

3. ***The issuing Bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”***

(x) LETTER OF ACCEPTANCE [Letter-head paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____

[name of the Contract and identification number, as given in the Tender
documents] for the Contract Price of (Indicate Currency)

_____ [amount in

figures] (Indicate Currency) _____ (amount in words)] in
accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in
accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

(xi) PERFORMANCE QUALIFICATION FORMS

Form ELI-1: Tenderer Information Form

Date: *[insert day, month, year]*
Tender No. and title: *[insert tender number and title]*

<p>Tenderer's Name: <i>[insert full name]</i></p>
<p>In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i></p>
<p>In case of a JV, Bidder's actual Place of registration: <i>[indicate place of registration]</i></p>
<p>Tenderer's actual or intended year of Constitution: <i>[indicate year of Constitution]</i></p>
<p>Tenderer's legal address and Principal place of business: <i>[insert street/ number/ town or city/ country]</i></p>
<p>Tenderer's authorized representative (Power of attorney of signatory of tender) Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i></p>
<p>1. Attached are copies of original documents of</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constitution or legal status of tenderer (attach copy of Incorporation Certificate) <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5; <input type="checkbox"/> In case of State-owned enterprise or institution, in accordance with ITT 3.5 <input type="checkbox"/> documents establishing: <ul style="list-style-type: none"> (a) Legal and financial autonomy; (b) Operation under commercial law; (c) Establishing that the Bidder is not a dependent agency of the Employer; <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form ELI -2: Bidder's JV Information Form

[The following table shall be filled by each member of a Joint Venture and, if applicable, by any specialized subcontractor, and in that case substitute tenderer's JV member for Specialized Subcontractor.]

Date: *[insert day, month, year]*

Tender No. and title: *[insert tender number and title]*

Tenderer's JV name: <i>[insert full name]</i>
Tenderer's JV member's name: <i>[insert full name of Bidder's JV Member]</i>
Tenderer's JV member's Place of registration: <i>[Place of registration]</i>
Tenderer's JV member's year of registration: <i>[indicate year of registration]</i>
Tenderer's JV member's legal address and Principal place of business: <i>[insert street/ number/ town or city/ country]</i>
Tenderer's JV member's authorized representative (Power of attorney of signatory of tender) Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of registration <input type="checkbox"/> Constitution or legal status of tenderer (attach copy of Incorporation Certificate) <input type="checkbox"/> Articles of Constitution (or equivalent documents of association) of the legal entity named above; <input type="checkbox"/> In case of State-owned enterprise or institution, in accordance with ITT 3.5 documents establishing: (a) Legal and financial autonomy; (b) Operation under commercial law; (c) Establishing that the Bidder is not a dependent agency of the Employer;
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

NOTES TO JOINT VENTURES

- 1 The information required above shall be provided for each partner of the joint venture.
- 2 Attach the power of attorney of the signatory (ies) of the tender authorizing signature of the tender on behalf of the joint venture
3. Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:-
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge

Form PER-1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section VII, Evaluation and Qualification Criteria paragraph 3.35 of ITT. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5	Title of position*
	Name
6	Title of position*
	Name

Form PER-2: Resume of Proposed Personnel

Name of Bidder		
Position		
Personnel information	Name	Date of birth
	Professional qualifications; <i>Attach the certificate from institution attended</i>	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last 15years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Form EQU: Equipment

The Tenderer shall provide adequate information to demonstrate clearly his capability to meet the requirements for the key equipment listed in Section VII, Evaluation and Qualification Criteria paragraph 3.35 of the ITT. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form HCON: Historical Contract Non-Performance, Pending Litigation and Litigation History

To establish the tender’s qualifications to perform the contract in accordance with Section VII, Evaluation and Qualification Criteria paragraph 3.35 of the ITT, the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Tenderer r’s Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member’s Name: *[insert full name]*
 Tender No. and title: *[insert tender number and title]*

Non-Performed Contracts in accordance with Section VII, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert current year number less 5]</i> specified in Section VII, Evaluation and Qualification Criteria, sub criteria 7.2.3.6 <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert current year number less 5]</i> specified in Section VII, Evaluation and Qualification sub criteria 7.2.3.6			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, KES, or USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section VII, Qualification Criteria, Sub criteria 7.2.3.6 <input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-criteria 7.2.3.6 as indicated below.			

THE KENYA POWER & LIGHTING COMPANY PLC

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (KES) or USD Equivalent
		<p>Contract Identification: <i>[Indicate complete contract name, number, and any other identification]</i></p> <p>Name of Employer: <i>[Insert full name]</i></p> <p>Address of Employer: <i>[Insert street/city/country]</i></p> <p>Matter in dispute: <i>[Indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[Indicate "Employer" or "Contractor"]</i></p> <p>Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<p><i>[insert amount]</i></p>

Form FIN 3.1: Financial Situation and Performance

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *[insert full name]*
 Tender No. and title: *[insert tender number and title]*

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in KES, or USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Financial documents

The Tenderer and in case of a JV, each member shall provide copies of financial statements for 3 years pursuant Section VII, Evaluation and Qualifications Criteria Paragraph 3.36 of the ITT, Sub-criteria 7.3. The financial statements shall:

- (a) Reflect the financial situation of the Tenderer or in case of a JV, each member, and not an affiliated entity (such as parent company or group member);
- (b) Be independently audited or certified in accordance with local legislation;
- (c) Be complete, including all notes to the financial statements;
- (d) Correspond to accounting periods already completed and audited.
- (e) Attached are copies of financial statements for 3 years complying with the requirements of ITT

Form FIN 3.2: Annual Construction Turnover

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member's Name: *[insert full name]*

Tender No. and title: *[insert tender number and title]*

Annual turnover data (construction only)*			
Year	Amount KES	Exchange rate	USD equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>	<i>[insert exchange rates used to calculate the USD equivalent]</i>	<i>[insert or USD equivalent]</i>

* See Section VII, Evaluation and Qualification Criteria, Paragraph 3.36 of the ITT.

Form FIN 3.3: Financial Resources

[The following table shall be filled in for the Tenderer and all parties combined in case of a Joint Venture]

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section VII, Evaluation and Qualification Criteria Paragraph 3.36 of the ITT.

Financial Resources		
No.	Source of financing	Amount KES or (USD equivalent)
1		
2		
3		

Form FIN 3.4: Current Contract Commitments / Works in Progress

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

Current Contract Commitments

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work (Current) or USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months KES/month or [USD/month]
1					
2					
3					
4					
5					

Form EXP 4.1: General Construction Experience

[The following table shall be filled in for the Tenderer and in the case of a JV Tender, each Member]

Tenderer's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *:[insert full name]*
 Tender No. and title: *[insert tender number and title]*

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section VII, Qualification Criteria and Requirements Paragraph 3.5 of ITT, List contracts chronologically, according to their commencement (starting) dates]

Starting Year*	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Subcontractor" or "Management Contractor"]</i>

**Form EXP 4.2(a): Specific Construction and Contract Management
Experience**

[The following table shall be filled in for contracts performed by the tenderer or each member of a Joint Venture]

Tenderer's Name: *[insert full name]*
 Date: *[insert day, month, year]*
 JV Member's Name: *[insert full name]*
 Tender No. and title: *[insert tender number and title]*

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., Jan, 2012]</i>			
Completion date	<i>[insert day, month, year, i.e., December, 2020]</i>			
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		KES or USD <i>[insert Exchange rate and total contract amount in US\$ equivalent]</i>	
If member in a JV or sub-contractor, specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in KES or USD equivalent]</i>	
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

**Form EXP 4.2(a) (Cont.) Specific Construction and Contract Management
Experience (cont.)**

Similar Contract No.	Information
Description of the similarity of contractors in accordance with Sub-paragraph 7.2.3.6 performance Qualification evaluation Criteria:	
1. Amount	<i>[insert amount in local currency, exchange rate, US\$ in words and in Figures]</i>
2. Physical size of required works items	<i>[insert physical size of items]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
5. Construction rate for key activities	<i>[insert rates and items]</i>
6. Other Characteristics	<i>[insert other characteristics as described in Section VII, Works Requirements - Scope of Works]</i>

Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Tenderer's JV Member Name: *[insert full name]*

Sub-contractor's Name *[insert full name]*

Tender No. and title: *[insert Tender number and title]*

1. Key Activity No. One: *[insert brief description of the Activity, emphasizing its specificity]*

	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., Jan, 2012]</i>			
Completion date	<i>[insert day, month, year, i.e., December, 2020]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in contract currency(ies)]</i>		KES or USD <i>[insert exchange rate and total contract amount in USD equivalent]</i>	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year <i>[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]</i>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Employer's				

	Information
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>
Description of the key activities in accordance with Paragraph 3.35 of ITT Section VII, Evaluation and Qualification Criteria:	
	<i>[insert response to inquiry indicated in left column]</i>

1. Key Activity No. Two
2. Key Activity No. Three
3. Key Activity No. Four

xii) SITE VISIT FORM

Confirmation of Pre-Bid Site Visit

Name of Tenderer.....

Date of Visit.....

Name, position and signature of the Tenderer's staff visiting the site.

Name:.....

Position.....

Qualification

Signature..... Tenderer's Official Stamp.....

Site Visit conducted by Employer's Authorised Officer's

Name

Signature.....

(xiii) Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]

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

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Bidder") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Bidder, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures] [amount in words] upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed *document* accompanying or identifying the demand, stating that the Bidder is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Bidder on its account number _____ at _____ [insert name and address of Bidder's bank].

This guarantee shall expire no later than the day of, 2... and any demand for *payment* under it must be received by us at the office indicated above on or before that date

_____ [signature(s)]

(xiv) Completion and Handover Certificate

Date: _____

Tender No: _____

To: _____

Dear Ladies and/or Gentlemen,

Pursuant to Clause 8.31 and 8.32 of the General Conditions of the Contract entered into between yourselves and the Employer dated _____, relating to the _____, we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: _____
2. Date of Completion: _____

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Title (Project Manager)

(xv) Operational Acceptance Certificate

Date: _____

Tender No: _____

To: _____

Dear Ladies and/or Gentlemen,

Pursuant to Clause 8.31 and 8.32 of the General Conditions of Contract entered into between yourselves and the Employer dated _____, relating to the _____, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: _____
2. Date of Operational Acceptance: _____

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Title (Project Manager)

(xvi) Change Order Procedure and Forms

Annex 1. Request for Change Proposal

(Employer's Letterhead)

To: _____

Date: _____

Attention: _____

Contract Name: _____

Contract Number: _____

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within _____ days of the date of this letter _____.

1. Title of Change: _____

2. Change Request No. _____

3. Originator of Change: Employer: _____

Contractor (by Application for Change Proposal No. _____

4. Brief Description of Change: _____

5. Facilities and/or Item No. of equipment related to the requested Change: _____

6. Reference drawings and/or technical documents for the request of Change:

<u>Drawing No./Document No.</u>	<u>Description</u>
---------------------------------	--------------------

7. Detailed conditions or special requirements on the requested Change: _____

8. General Terms and Conditions:

(a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.

(b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.

(c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.

(d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.

(e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 2. Estimate for Change Proposal

(Contractor's Letterhead)

To: _____

Date: _____

Attention: _____

Contract Name: _____

Contract Number: _____

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with Clause 8.19 of the General Conditions of contract. We acknowledge that your agreement to zero cost of preparing the Change Proposal, is required before estimating the cost for change work.

1. Title of Change: _____
2. Change Request No./Rev.: _____
3. Brief Description of Change: _____
4. Scheduled Impact of Change: _____
5. Cost for Preparation of Change Proposal: _____

(a) Engineering	(Amount)
(i) Engineer	_____ hrs x _____ rate/hr = _____
(ii) Draftsperson	_____ hrs x _____ rate/hr = _____
Sub-total	_____ hrs _____
Total Engineering Cost	_____
(b) Other Cost	_____
Total Cost (a) + (b)	_____

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 3. Acceptance of Estimate

(Employer's Letterhead)

To: _____ Date: _____

Attention: _____

Contract Name: _____

Contract Number: _____

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: _____
2. Change Request No./Rev.: _____
3. Estimate for Change Proposal No./Rev.: _____
4. Acceptance of Estimate No./Rev.: _____
5. Brief Description of Change: _____
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to NO compensation for the preparation of Change Proposal described in your Estimate for Change Proposal in accordance with GCC Clause 8.19 of the General Conditions.

(Employer's Name)

(Signature)

(Name and Title of signatory)

Annex 4. Change Proposal

(Contractor's Letterhead)

To: _____

Date: _____

Attention: _____

Contract Name: _____

Contract Number: _____

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. _____, we hereby submit our proposal as follows:

1. Title of Change: _____

2. Change Proposal No./Rev.: _____

3. Originator of Change: Employer: [_____

Contractor: _____

4. Brief Description of Change: _____

5. Reasons for Change: _____

6. Facilities and/or Item No. of Equipment related to the requested Change:

7. Reference drawings and/or technical documents for the requested Change:

Drawing/Document No.

Description

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal

(Amount)

(a) Direct material _____

(b) Major construction equipment _____

(c) Direct field labor (Total _____ hrs) _____

(d) Subcontracts _____

(e) Indirect material and labor _____

(f) Site supervision _____

(g) Head office technical staff salaries

Process engineer	_____ hrs @ _____ rate/hr	_____
Project engineer	_____ hrs @ _____ rate/hr	_____
Equipment engineer	_____ hrs @ _____ rate/hr	_____
Procurement	_____ hrs @ _____ rate/hr	_____
Draftsperson	_____ hrs @ _____ rate/hr	_____
Total	_____ hrs	_____

(h) Extraordinary costs (computer, travel, etc.) _____

(i) Fee for general administration, _____ % of Items _____

(j) Taxes and customs duties _____

Total lump sum cost of Change Proposal _____

(Sum of items (a) to (j))

Cost to prepare Estimate for Change Proposal _____

(Amount payable if Change is not accepted)

9. Additional time for Completion required due to Change Proposal
10. Effect on the Functional Guarantees
11. Effect on the other terms and conditions of the Contract
12. Validity of this Proposal: within [Number] days after receipt of this Proposal by the Employer
13. Other terms and conditions of this Change Proposal:

(a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within _____ days from your receipt of this Proposal.

(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

(c) Contractor's cost for preparation of this Change Proposal:

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 5. Change Order

(Employer's Letterhead)

To: _____

Date: _____

Attention: _____

Contract Name: _____

Contract Number: _____

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. _____), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with General Conditions of Contract.

1. Title of Change: _____

2. Change Request No./Rev.: _____

3. Change Order No./Rev.: _____

4. Originator of Change: Employer: _____

Contractor: _____

5. Authorized Price: Ref. No.: _____ Date: _____

Foreign currency portion _____ plus Local currency portion _____

6. Adjustment of Time for Completion: None

Increase _____ days

Decrease _____ days

7. Other effects, if any

Authorized by: _____ Date: _____

(Employer)

Accepted by: _____ Date: _____

(Contractor)

Annex 6. Pending Agreement Change Order

(Employer's Letterhead)

To: _____

Date: _____

Attention: _____

Contract Name: _____

Contract Number: [_____

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with the the General Conditions condition of contract.

1. Title of Change: _____

2. Employer's Request for Change Proposal No./Rev.: _____ dated: _____

3. Contractor's Change Proposal No./Rev.: _____ dated: _____

4. Brief Description of Change: _____

5. Facilities and/or Item No. of equipment related to the requested Change:

6. Reference Drawings and/or technical documents for the requested Change:

Drawing/Document No.

Description

7. Adjustment of Time for Completion:

8. Other change in the Contract terms:

9. Other terms and conditions:

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 7. Application for Change Proposal

(Contractor's Letterhead)

To: _____

Date: _____

Attention: _____

Contract Name: _____

Contract Number: _____

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: _____

1. Application for Change Proposal No./Rev.: _____ dated: _____

3. Brief Description of Change: _____

4. Reasons for Change:

5. Order of Magnitude Estimation (in the currencies of the Contract):

6. Scheduled Impact of Change:

7. Effect on Functional Guarantees, if any:

8. Appendix:

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)