



**TENDER NO.KP1/9A.2/OT/062/2021 FOR REPLACEMENT OF LOW VOLTAGE (LV)
BOARD AND ASSOCIATED CIVIL WORKS FOR ELECTRICITY HOUSE KISUMU**

JUNE 2021

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

OPEN TENDER DOCUMENT FOR SUPPLY OF WORKS

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ABBREVIATIONS AND ACRONYMS

1. BDS	Bid Data Sheet
2. BQ	Bills of Quantities
3. CC	Conditions of Contract
4. ICPAK	Institute of Certified Public Accountants of Kenya
5. JV	Joint Venture
6. KSh./ KES	Kenya Shillings
7. PM	Project Manager
8. PPAD 2015	Public Procurement and Asset Disposal Act, 2015
9. PPDR 2020	Public Procurement and Disposal Regulations, 2020
10. PPRA	Public Procurement Regulatory Authority
11. VAT	Value Added Tax
12. KRA	Kenya Revenue Authority
13. LC	Letter of Credit
14. TCC	Tax Compliance Certificate
15. SCC	Special Conditions of Contract
16. NCA	National Construction Authority

SECTION I - INVITATION TO TENDER

JUNE 2021

TENDER NO.KP1/9A.2/OT/062/2021 FOR REPLACEMENT OF LOW VOLTAGE (LV) BOARD AND ASSOCIATED CIVIL WORKS FOR ELECTRICITY HOUSE KISUMU

- 1.1 The Kenya Power & Lighting Company Limited hereinafter referred to KPLC invites bids from eligible Tenderers for **Replacement of Low Voltage (LV) Board and Associated Civil Works for Electricity House, Kisumu**. Interested eligible Tenderers 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 tendering portal**.
- 1.4 **Prices**
Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings and shall remain valid for One Hundred and Eighty (180) days from the closing date of the tender.
Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT. Also note that these are the prices to be read out during tender opening hence should be duly filled.
- 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 on 14th July 2021 at 10.30 am.
- 1.6 **Site Visit**
There shall be a site visit on 1st July 2021 from 10.00 a.m. at Electricity House, Kisumu, HR & Admin office. Interested bidders who wish to attend, are required to write an email to the email addresses provided on the cover page of this tender document with contacts and Identifications numbers of not more than two persons who will travel for the site visit in order to allow processing of letters to access the COVID restricted area. A substantial quorum shall be allowed per session on a first come first served basis. Attendance for all prospective bidders is recommended.

SECTION II - TENDER SUBMISSION CHECKLIST

Bidders are advised to clearly label their documents while uploading on the portal.

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.	
2	Company or Contractor or Firm's Registration/Incorporation Certificate, Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers.	
3	PIN Certificate or its equivalent for foreign companies	
4	Valid Tax Compliance Certificate or its equivalent for foreign companies	
5	Form of Tender	
6	Price Schedule(s)	
7	Declaration Form	
8	Confidential Business Questionnaire (CBQ)	
9	Duly completed Qualification Information Form. This should include the required attachments as per the form	
10	Proposed Work program(Work method & schedule)	
11	Duly completed Site Visit Form	
12	Copy of Contractor's NCA Certificate of Registration for the relevant category.	
13	List of previous clients of the Contractor for similar works indicating physical addresses.	
14	Reference letters from previous clients of the Contractor for similar works. Four (4) Names with full contact as well as physical addresses of previous clients of similar works together with a letter from each of them confirming completion of the contracts on schedule.	
15	Copy of Sub-Contractor's Certificate of Registration/Incorporation	
16	Copy of Sub-Contractor's NCA Certificate of Registration for the relevant category.	
17	List of Four (4) previous clients of the Sub-Contractor for similar works indicating physical addresses.	
18	Reference letters from four (4) previous clients of the Sub-Contractor for similar works.	
19	Priced Bill of Quantities (signed and stamped by bidder)	
20	Duly completed Tender Form (Financial)	

21	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) Calendar months of the date of the tender document. <i>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 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.</i>	
22	Any other document or item required by the Tender Document. (The 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. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance Certificate OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the Tenderer's country of origin.

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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 thereunder.*
- 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) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- f) *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.*
- g) *“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).*
- h) *“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.*
- i) *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.*
- j) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- k) *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.*
- l) *“Works” means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the installation of equipment and materials, site preparation and other incidental services.*
- m) *KPLC’s “authorized 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-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- 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 Tenderers eligible as described in the Bid Data Sheet. Successful Tenderers shall perform the Works in accordance with this tender and the ensuing contract.
- 3.2.2 The classification of eligibility shall be in accordance with that maintained by Kenya's National Construction Authority or its successor responsible for the classification of contractors.
- 3.2.3 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 dependent agency of the Government.
- 3.2.4 Local Tenderers i.e. Kenyan registered companies whose operations are based in Kenya shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya such as the National Construction Authority or the Energy Regulatory Commission.
- 3.2.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to KPLC as KPLC may reasonably request.
- 3.2.6 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.
- 3.2.7 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 Public/State Officer of the Government of the Republic of Kenya (GoK).
 - c) Any member of a Board or Committee or any department of GoK.
 - d) Any person appointed to any position by the President of Kenya.
 - e) Any person appointed to any position by any Cabinet Secretary of GoK.

- f) Any tenderer submitting false, inaccurate or incomplete information about their qualifications.
- 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 3.2.7 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.

3.4 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 and 3.3.2 above.
- 3.4.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XI(v).
- 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. 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.
 - 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
- 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 set aside funds during 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 Site Visit and Pre-Bid Meeting

- 3.10.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the site of Works 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 may conduct a site visit and pre-bid meeting. 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 the Project Manager 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 site visit or the pre-bid meeting will not 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) *Conditions of Contract*

- f) *Special Conditions of Contract*
- g) *Specifications*
- h) *Drawings*
- i) *Bill of Quantities*
- j) *Summary of Evaluation Process*
- k) *Tender Form*
- l) *Confidential Business Questionnaire Form*
- m) *Tender Security Forms*
- n) *Declaration Form*
- o) *Contract Form Agreement*
- p) *Performance Security Forms*
- q) *Evaluation Criteria*
- r) *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 General Manager Supply Chain in writing and ensure receipt is acknowledged at KPLC's Physical address indicated on the Tender Document. 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 Tender

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 Bill of Quantities (BQ) duly completed.*
- 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 the completion time. Those details should include the following:-*
 - (i.) *a statement of work methods and schedule i.e. Methodology*
 - (ii.) *major items of equipment proposed to carry out the Contract*
 - (iii.) *an 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) *A detailed list of previous clients 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*
- g) *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.*
- h) *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.*

- j) *Any information or other materials required to be completed and submitted by Tenderers as specified in the Tender Document*

3.17 Tender Form

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 appropriate BQs, 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 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 BQs.
- 3.18.3 Prices and rates indicated on the BQs shall be of all costs for the Works including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.18.4 BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.18.5 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.

3.19 Tender Currencies

- 3.19.1 For goods that the local Tenderer will supply from within or outside Kenya, the prices shall be quoted in Kenya Shillings, but for good supplied by Tenderers from outside Kenya they may either quote in Kenya shillings or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Goods.
- 3.19.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date.

3.20 Tenderer's Eligibility and Qualifications

- 3.20.1 Pursuant to paragraph 3.16, 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 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 eighteen (18) calendar months of the date of the tender document. The Statements must be stamped and signed. The Auditors 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*
- b) *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 certifications, 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 and their certifications.*
 - (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.*
- c) *that the Tenderer is duly classified and currently registered by the NCA 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.*
- d) *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*
- e) *detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.*
- f) *tenderers confirmation that at least forty percent of their supplies is sourced from citizen contractors.*

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 Conformity of Works to Tender Documents

3.21.1 The Tenderer shall furnish, as part of its tender, documents establishing the 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 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 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 BQs' in compliance with KPLC's BQs' requirements or, a Statement of Deviations and exceptions to the provisions of KPLC's BQs'.*

3.21.3 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 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 Bills of Quantities and Specifications.
- 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 KPLC shall meet its own costs of the inspection/ test. 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.
- 3.22.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the 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. The Tenderer further warrants that any materials/ equipment to be provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.
- 3.23.2 The Warranty will remain valid for a minimum of six (6) months after the equipment, materials, workmanship or any part thereof as the case may be, have been used or provided or performed as 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 envelope with tender number and name, shall be deposited in the Tender Security Box on 3rd Floor, Procurement entrance on or before the opening date.
- 3.24.2 The tender security 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 Tender Security Form (Bank Guarantee) in the Tender Document.
 - 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.
 - 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 licensed by the Central Bank of Kenya. The bank 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 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 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*
 - d) *the Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.37.*
- 3.24.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.47 and furnishing an authentic Performance Security, pursuant to paragraph 3.48.
- 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 3.47*

- c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.48*
- 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 3.30. 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 3.24 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 this paragraph.

3.27.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to 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, provided that 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 except where KPLC extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KPLC extends the initial validity period.

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 first 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 the Tender may result in the disqualification of the Tenderer.

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 rates and 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, facsimile 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 3.31 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender openings 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 Evaluation and Responsiveness

- 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 X Summary of Evaluation Process (*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 Works 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.
- 3.34.4 A material deviation or reservation is one –
 - a) which affects in any substantial way the scope, quality, or performance of the works;

- b) which limits in any substantial way, inconsistent with the tendering documents, KPLC's rights or the Tenderer's obligations under the Contract; or,
- c) whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive tenders.

3.35 Evaluation Criteria – Preliminary, Technical and Financial

- 3.35.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.
- 3.35.2 The Operational Plan is a critical aspect of the Tender. KPLC requires that the Services shall be performed at the time specified in the Schedule of Requirements. KPLC's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than KPLC's required delivery time will be treated as non-responsive and rejected.
- 3.35.3 The criteria to be followed at the Technical Evaluation stage is contained in Evaluation Process, and Bidders are urged to follow the format outlined therein which is critical in determining the responsiveness of the bids.
- 3.35.4 To be eligible for the Financial Evaluation, bidders must score at least seventy (75) out of one hundred (100) at the Technical Evaluation stage. Each responsive tender will be given a technical score (St). A tender shall be rejected at this stage if it fails to achieve the minimum technical score.

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 be -
 - a) of the rates and prices including all costs as well as duties and taxes payable on all the materials to be used in the execution of the Works.
 - b) deviations in Payment Schedule from that 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 3.30.2 (b) shall be above fifty-one percent of Kenyan shareholders.
- 3.37.4 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.

3.37.5 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.

3.38 Tender Evaluation Period

3.38.1 The tender evaluation committee may conduct and complete a preliminary, technical and financial evaluation of the tender within the validity period.

3.39 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.

3.40 Confirmation of Qualification for Award

3.40.1 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.

3.40.2 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.

3.40.3 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.

3.41 Award of Contract

3.41.1 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.

3.42 Termination of Procurement Proceedings

3.42.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

3.42.2 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.

3.43 Notification of Award

- 3.43.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.43.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.43.3 Simultaneously, and without prejudice to the contents of paragraph 3.32, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.
- 3.43.4 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 and/or the Tenderer and such Bank discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

3.44 Clarifications with Lowest Evaluated Successful Tenderer

- 3.44.1 Clarifications may be undertaken with the lowest responsive evaluated Tenderer relating to any or all of the following areas:-
 - a) A minor alteration to the technical details of the 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 Special Conditions of Contract.
 - d) Finalising payment arrangements (*excluding any Advance Payment*)
 - e) Mobilisation arrangements eg. operational details (*excluding any Advance Payment*)
 - f) Agreeing final delivery or Work Plans to accommodate and 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
- 3.44.2 Clarifications shall not change the substance of the Tender.

3.45 Signing of Contract

- 3.45.1 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.
- 3.45.2 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.
- 3.45.3 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 3.46.
- 3.45.4 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.

3.45.5 Paragraph 3.43 together with the provisions of this paragraph 3.45 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.45.4.

3.46 Performance Security

3.46.1 Within fourteen (14) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a 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) 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.

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

3.46.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.

3.46.4 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 five (5) 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.

3.46.5 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 its Tender has been accepted.

3.46.6 Paragraph 3.43, 3.45 together with the provisions of this paragraph 3.46 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.46.5.

3.47 Corrupt or Fraudulent Practices

3.47.1 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.

- 3.47.2 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.
- 3.47.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.48 Supplier Performance Rating Scheme

- 3.48.1 KPLC shall use a Supplier Performance Rating Scheme (SPRS) to measure the annual performance of the Supplier's obligations and its conduct of the contract.
- 3.48.2 The Scheme will be updated periodically commencing with the date of execution of the contract by both parties. KPLC shall provide the Supplier with a copy of the SPRS report.
- 3.48.3 KPLC shall consider the Supplier's overall performance at the end of the performance period.
- 3.48.4 At the request of either party, the parties shall discuss and conclude deliberations on the annual SPRS report. At any such meetings and/or for the purposes of the deliberations, KPLC Supply Chain – Procurement Department shall appoint the Chairperson as well as the Secretariat.
- 3.48.5 The SPRS measures shall be according to Supplier Performance Rating Form in Section XXVI
- 3.48.6 A KP1, KP2 & KP3 assessment of the Supplier on the SPRS will be a consideration for continued engagement between the parties in the subsequent year. A KP4 assessment of the Supplier shall be a termination event.

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.

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	<i>Anyone is eligible to participate in this tender.</i>
2.	3.6 Time for Completion of works	<i>The completion period is 56 weeks</i>
3.	3.10.3 a) Site Visit Meeting b) Pre – Bid Meeting	<i>There shall be a site visit to be conducted on 1st July 2021. Interested bidders shall gather at Electricity House-Kisumu, HR and Administration Office at 10.00 a.m. . Interested bidders who wish to attend, are required to write an email to the email addresses provided on the cover page of this tender document with contacts and Identifications numbers of not more than two persons who will travel for the site visit in order to allow processing of letters to access the COVID restricted area. A site visit form shall be duly filled and signed by the representatives of the firms present.</i>
4.	3.13 Clarification of Documents	<i>Any clarification shall be done on the e-mail addresses on the cover of the tender document.</i>
5.	3.16(f) Documents comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least four (4) names with full contact including telephone, email and physical addresses of previous clients of similar Works and letters from the previous clients confirming satisfactory completion of the contracts and on schedule.</i>
6.	3.19 Tender Currencies	<i>The currency of quote shall be Kenya Shilling.</i>
7.	3.23 Warranty	<i>Warranty of one (1) year or manufacturer's guarantee (whichever is longer).</i>
8.	3.24.1 Tender Security	<i>The Tender Security shall be Kshs.300,000.00. The original Tender Security Should be put in an envelope and clearly labelled with the Tender number and name and deposited in the Tender Security Box on 3rd, Floor, Supply Chain Reception on or before the closing date and time. The tender security shall be valid for thirty (30) days beyond the 180 days validity of the tender.</i>
9.	3.43 Award of Contract	<i>Award will be to the bidder with the lowest evaluated price in each of the Lots.</i>
10.	3.46 Performance Security	<i>Performance Security shall be 10% of the contract sum as an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) or For local bidders, Standby Letters of</i>

No.	ITT Reference Clause	Particulars of Appendix
		<p><i>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) or 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.</i></p>

SECTION V - EVALUATION CRITERIA

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

6.1 Part 1 - Preliminary Evaluation Criteria under Paragraph 3.28 of the ITT. These are mandatory requirements. This shall include confirmation of the following: -

- 6.1.1 *Submission of Tender Security - Checking its validity, whether it is Original; whether it is sufficient; whether it is authentic; whether it is issued by a local Bank/institution and whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*
- 6.1.2 *Submission of Declaration Form(s) duly completed and signed.*
- 6.1.3 *Submission and considering Tender Form duly completed and signed.*
- 6.1.4 *Submission and considering the following:-*
 - a) *Company or Firm's Registration Certificate*
 - b) *PIN Certificate.*
 - c) *Valid Tax Compliance Certificate.*
 - d) *Valid Business Permit*
- 6.1.5 *That the Tender is valid for the period required.*
- 6.1.6 *The tenderer must be registered with National Construction Authority (under electrical/mechanical engineering services) (NCA 4 and above) class.*
- 6.1.7 *Class of Licenses with the relevant statutory bodies, Class A registration as an electrical contractor with the Energy Regulatory & Petroleum Authority/ Ministry of Energy.*
- 6.1.8 *Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least four (4) previous customers.*
- 6.1.9 *Submission of a complete and current CR12 Form (dated within 12 months before date of opening) obtained from the Registrar of Companies showing the Directorship and their respective shareholding of the firm, and in case of a corporate shareholder, bidders must separately submit a CR 12 Form of the corporate shareholder until all the human Directors and their shareholding are disclosed. The CR12 forms must be provided together with copies of the Directors identification documents (ID or Passport).*
- 6.1.10 *Submission of the audited financial Statements are those that are reported within eighteen (18) calendar months of the date of the tender document together with a copy of the Auditors/Audit Firm valid ICPAK practicing license.*
- 6.1.11 *Submission and considering the Confidential Business Questionnaire:-*
 - a) *Is fully filled.*
 - b) *That details correspond to the related information in the bid.*
 - c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*

6.1.12 *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements. Proof of authorization shall be furnished in the form of power of attorney which shall accompany the tender if the signatory to the tender is not a director of the company (provide name and attach proof of citizenship of the signatory to the tender).*

6.1.13 *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 contract.*

6.1.14 *Notwithstanding the above, considering any outstanding orders where applicable and the production capacity indicated by the Tenderer.*

Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.28.

6.2 Part II - Technical Evaluation Criteria under Paragraph 3.30 of the ITT.

The detailed technical evaluation consists of the following:

Parts II (a) – These are mandatory requirements

6.2.1 Evaluation of the following technical information against Tender Requirements and Specifications: -

6.2.1.1 a. *For goods manufactured outside Kenya, applicable relevant valid ISO 9000-2008 certification*

b. *For goods manufactured in Kenya - valid KEBS Diamond Mark of Quality Certificate or KEBS Standardization Mark Certificate*

6.2.1.2 *Type Test Certificates and their Reports or Test Certificates and their Reports from the designated bodies for full compliance with Tender Specifications*

6.2.1.3 *The accreditation certificate for the testing body to ISO/ IEC 17025.*

6.2.1.4 *Manufacturer's Authorization*

6.2.1.5 *Submission of:*

a) *Manufacturer's Warranty*

b) *Catalogues and or Brochures and or Manufacturer's drawings*

c) *Schedule of Guaranteed Technical Particulars as per Technical Specifications.*

6.2.1.6 *Submission of drawings, catalogues and brochures*

6.2.1.7 *Site/survey visit signed and stamped form by authorized staff for all the sites.*

6.2.2 *Confirming that the audited statements of accounts are stamped and signed. The auditors must be valid ICPAK registered practitioner. For bidding firms registered in the last one year, 6 months signed and certified Bank statements will be accepted.*

Tenderers will proceed to the next evaluation stage if they qualify in compliance with Parts II (a) above.

Part II (b) - Technical Evaluation under clause 3.20 of the ITT.

It will include the following stages: The following will be scored.

6.2.2 Detailed Technical Evaluation - The total marks are 100. The pass mark is 70 marks. Only those bidders who obtain the mandatory cut off point shall be considered for further evaluation.

NO.	EVALUATION CRITERIA	Maximum Marks		
6.2.2.1	<p><i>Previous experience: Details of similar Contracts undertaken successfully within the last 5 years and evidenced by letters of reference from clients, completion certificates for the respective projects up to maximum 5 No. Projects.</i></p> <p><i>(Attach Evidence of completion certificates)</i></p> <p><i>Project with value of over KShs. 20 million - Score 10</i></p> <p><i>Project with value of over KShs. 10 million - Score 8</i></p> <p><i>Project with value of over KShs. 5 million - Score 6</i></p>	50		
6.2.2.2	<p><i>Number of years in the business of design, supply and installation of LV switchboards, evidenced by completion certificate.</i></p>	10	>15yrs	10
		0	10yrs	5
			<5yr	2
6.2.2.3	<p>Technical Personnel</p> <p><i>Qualified Key personnel as required under clause 3.20.2 in the tender relevant to the works who will actively be involved in the proposed contract.</i></p> <p><i>With minimum 5 qualified Engineers/technicians specialized in design, supply and installation of LV switchboards (Provide evidence, Telephone contacts must be provided)</i></p>	25		
		5 scores for each Engineer/technicians up to 5 or more.		
6.2.2.4	<p>Availability of Personnel</p> <p><i>The bidder and the technical personnel to undertake the project shall confirm their availability for the project. They shall provide letters which shall confirm their availability and shall have their ID numbers and telephone numbers.</i></p> <p><i>2 marks each for a letter for each personnel provided by the company.</i></p>	10		
6.2.2.5	<p>Tools and Equipment</p> <p><i>Give a list and type of relevant equipment owned by the company evidenced by ownership documents. Where not owned by the company, provide documentary evidence of leased equipment.</i></p>	5	Owned	5
			Leased	2
	TOTAL	100		

6.3 Part III – Financial Evaluation Criteria under Paragraph 3.31 of the ITT.

These are mandatory requirements.

Evaluation of the following financial information against Tender Requirements and Specifications:

6.3.1 This will include the following: -

- a) Confirmation of and considering that the Bill of Quantities is duly completed and signed and is in original KPLC format and not mutilated or typewritten.*
- (b) detailed financial review of the priced Bill of Quantities.*
- c) Conducting a financial comparison based on the analysis of the Bidder's priced quantity.*
- d) Confirming that the bidder has quoted in Kenya Shillings.*

6.3.2 *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.*

6.3.3 Confirming that the Tenderer's offered Terms of Payment meets KPLC's credit/payment terms.

6.4 The award shall be to the bidder with the lowest evaluated price in each of the lots.

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the goods and services it offers to supply.
3. 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 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.

SECTION VI - CONDITIONS OF CONTRACT

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1. Definitions

- 1.1. In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bill of Quantities” means the priced and completed Bill of Quantities forming part of the tender.

“Compensation Events” are those defined in Clause 24 hereunder.

“The Completion Date” means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31.

“The Contract” means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

“Days” are calendar days; **“Months”** are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate (DLC)” is the certificate issued by Project Manager upon correction of defects by the Contractor.

“The Defects Liability Period (DLP)” is the period named in the Contract Data and calculated from the Completion Date.

“Drawings” include objects/forms with dimensions, designs and other information provided or approved by the Project Manager for the execution of the Contract.

“Dayworks” are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

“Employer”, or the **“Procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“The Intended Completion Date” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

“J.B.C” is Joint Building Council of Kenya and its successors or assigns.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

“Project Manager” is the person named in the Special Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

“Site” is the area defined as such in the Appendix to Condition of Contract.

“Site Investigation Reports” are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.

“Site possession date” This is the date the site is fully or partially handed over to the contractor.

“Specifications” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

“Start Date” is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Project Manager which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Special Conditions of Contract.

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2. If sectional completion is specified in the Special Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3. The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor’s Tender,
 - (4) Special Conditions of Contract,
 - (5) Conditions of Contract,
 - (6) Specifications,
 - (7) Drawings,

- (8) Bill of Quantities,
- (9) Any other documents listed in the Special Conditions of Contract as forming part of the Contract.

2.4. Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

3.1. Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

4. Project Manager's Decisions

4.1. Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1. The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

6. Communications

6.1. Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1. The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Special Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

9. Personnel

9.1. The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

10. Works

- 10.1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

11. Safety and Temporary Works

- 11.1. The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
- 11.2. The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
- 11.3. The Contractor shall be responsible for the safety of all activities on the Site.

12. Discoveries

- 12.1. Anything of historical or other interest or of significant value unexpectedly discovered on Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

13. Work Program

- 13.1. Within the time stated in the Special Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Special Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

14. Possession of Site

- 14.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Special Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

15. Access to Site

- 15.1. The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

16. Instructions

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

17. Extension or Acceleration of Completion Date

- 17.1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.
- 17.2. No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

18. Management Meetings

- 18.1. A Contract management meeting shall be held as per schedule and in any event not less than once a month and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

13. Early Warning

- 18.2. 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 work, 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.
- 18.3. 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 Work and in carrying out any resulting instructions of the Project Manager.

19. Defects

- 19.1. 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 Work 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, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

- 19.2. The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Special Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 19.3. Every time 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.

20. Bills of Quantities

- 20.1. The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.
- 20.2. If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 20 percent and provided the change does not exceed 25 percent of the Initial Contract price, the Employer shall adjust the rate to allow for the change.
- 20.3. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

21. Variations

- 21.1. All variations shall be included in updated programs produced by the Contractor.
- 21.2. The Contractor shall provide the Employer with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 21.3. If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Employer, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 21.4. If the Contractor's quotation is unreasonable, the Employer may order the variation and make a change to the Contract price, which shall be based on the Project Manager's forecast of the effects of the variation on the Contractor's costs.
- 21.5. If the Project Manager determines that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, the Project Manager shall give the contractor the go ahead to proceed the works and quotation shall be given after and the variation shall be treated as a Compensation Event.

- 21.6. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 21.7. When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

22. Payment Certificates, Currency of Payments and Advance Payments

- 22.1. The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 22.2. The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 22.3. Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. The Employer shall not pay interest on late payments.
- 22.4. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 22.5. The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Special Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 22.6. In the event that an advance payment is granted, the following shall apply:-
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of not more than 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
 - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
 - c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract

reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(x^1 - x^{11})}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X^1 = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X^{11} = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

- d) With each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

23. Compensation Events

23.1. The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of the Employer's risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.

- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.
- 23.2. If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
 - 23.3. As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
 - 23.4. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
 - 23.5. Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Special Conditions of Contract.
 - 23.6. The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter. Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

24. Price Adjustment

- 24.1. The Employer shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 24.2. The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price by the Employer, as the case may be.
- 24.3. Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;
 - (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule

used by the Contractor in his pricing shall be attached in the Special Conditions of Contract.

- (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
- (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

- 24.4. The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Special Conditions of Contract.
- 24.5. Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.
- 24.6. No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 24.7. The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

25. Retention

- 25.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Special Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

26. Liquidated Damages

- 26.1. The Contractor shall pay liquidated damages to the Employer at the rate stated in the Special Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.
- 26.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. There shall be no interest paid on the overpayment.

27. Performance Security

- 27.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a commercial bank licensed by the Central Bank of Kenya, and denominated in Kenya Shillings. The Performance Security shall be valid until a date sixty (60) days beyond the Defects Liability Period.
- 27.2. The Performance Security 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) 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.
- 27.3. The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract value.
- 27.4. 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 five (5) 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.
- 27.5. 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 its Tender has been accepted.

28. Dayworks

- 28.1. If applicable, the Dayworks 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.
- 28.2. All work to be paid for as Dayworks 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.
- 28.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

29. Liability and Insurance

- 29.1. From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:
- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

(ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

29.2. From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

(a) a defect which existed on or before the Completion Date.

(b) an event occurring before the Completion Date, which was not itself the Employer's risk

(c) the activities of the Contractor on the Site after the Completion Date.

which are Contractor's risks.

29.3. From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Special Conditions of Contract for the following events;

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and

(d) personal injury or death.

29.4. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

29.5. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

29.6. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

30. Completion and taking over

- 30.1. Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

31. Final Account

- 31.1. The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

32. Termination

- 32.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) 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;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
 - (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a security, which is required.
- 32.2. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 32.3. Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 32.4. 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.

33. Payment upon Termination

- 33.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 33.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the works.
- 33.3. The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 33.4. The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

34. Release from Performance

- 34.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

35. Corrupt gifts and payments of commission

The Contractor shall not;

- a) Offer or give or agree to give to any person in the service of the Employer 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 the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

- b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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 Asset Disposal Act 2015 and Regulations 2006; Anti-Corruption and Economic Crimes Act 2003; Public Finance Management Act Cap 412.

36. Settlement of Disputes

36.1. In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;

- (i) Architectural Association of Kenya
- (ii) Institute of Quantity Surveyors of Kenya
- (iii) Association of Consulting Engineers of Kenya
- (iv) Chartered Institute of Arbitrators (Kenya Branch)
- (v) Institution of Engineers of Kenya

On the request of the applying party. The institution written to first by the aggrieved party shall take precedence over all other institutions.

36.2. The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

36.3. Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

36.4. Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.

- 36.5. Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 36.5.1. The appointment of a replacement Project Manager upon the said person ceasing to act.
 - 36.5.2. Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - 36.5.3. Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - 36.5.4. Any dispute or difference arising in respect of war risks or war damage.
- 36.6. All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 36.7. The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 36.8. The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 36.9. The award of such Arbitrator shall be final and binding upon the parties.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT	REQUIREMENT(S)
Employer	The Employers address is: Kenya Power & Lighting Company Ltd, P.O Box 30099-00100 Nairobi, Kenya
Project Manager	The Project Manager's address is: Name: Selly Saidi Address: ssaidi@kplc.co.ke Telephone: 0711031792
The Name and identification number of the contract	Tender No.KP1/9A.2/OT/062/2021 For replacement of Low Voltage (LV) Board and Associated Civil Works For Electricity House Kisumu
The work consist of	Supply, installation and commissioning of a modern LV board which shall include: <ul style="list-style-type: none"> • Incoming supply intake and floor metering • LV switchboard for common services • Standby generator power distribution • Electrical power distribution • Trunking and cable trays • Earthing system
Start Date	One week after issuance of LPO
Intended Completion Date for the whole of the works	As per accepted tender duration
Other documents to form part of the contract	As per Tender
The number of days within which the contractor shall submit a revised program for the Works after delivery of the Letter of Acceptance	14 days
The Site Possession Date	Immediately after LPO Issue
Site Location and Drawing Number	Electricity House, Kisumu
Defects Liability Period (in days)	Six (6) Months from date of completion
Other Contractors, utilities etc to be engaged by the Employer on the Site	None
The period between program updates (In days)	14 days
The amount to be withheld for late submission of an updated Program	Not Applicable
Payment	Payment shall be done as follows: i) 50% on delivery and acceptance of all materials on site.

CONDITIONS OF CONTRACT	REQUIREMENT(S)
	ii) 45% upon satisfactory completion ii) 5% after the six (6) months defects liability period.
The proportion of payment to be retained (in Percent)	5%
The Price Adjustment Clause (Shall/shall not apply)	Shall not apply
The liquidated damages for the whole of the works in % (per week)	0.5 % of contract value
Maximum Limit of liquidated damages in %	10% of contract value.
Performance Security (as a percentage of the Contract Price)	10% of contract value.
Completion Period for the works (in weeks)	56 weeks
The rate of exchange for calculation of foreign currency payments	Not Applicable. The tender currency is Kenya Shillings
Advance payment (Shall/Shall not be granted)	Shall not be granted
Percentage of Retention(Of the Interim Payment Certificate)	5% of interim payment certificate
Minimum amount of interim certificates	40% contract value
Time (in days) after which payment is to be made after Interim Payment Certificate signed by Project Manager and date of receipt of Invoice.	30 days after submission of invoice and any related requirements(signed off valuation and inspection report)
Time after which payment to be made after Final Payment Certificate signed by Project Manager and date of receipt of Invoice.	30 days after submission of invoice and any related requirements
Appointer of Arbitrator	The Employer and Contractor

Signature & Stamp of Tenderer..... Date.....

SECTION VIII - SPECIFICATIONS

The following are the specifications for the works.

14.2.1. Scope of works

The Scope of Work covers the design, supply, deliver, installation, fixing, connection, testing, labeling, commissioning of works, cleaning, complete and working to every detail as described below and in the related specifications and /or on the drawings to the satisfaction of the Consulting Engineers (KPLC).

The Contractor shall carry out all the necessary works for successful installation of the electrical services as described and set out in this section of the Technical Specification, Bills of Quantities, other sections of the electrical documents and accompanying Drawings in accordance with the General Electrical Specification herewith.

The Works, the major elements of which are scheduled below, includes the supply of all labour, material, equipment, plant and components necessary for complete installation and setting out work in respect of the entire electrical services requirements within the proposed development and rendering it in complete working condition in respect of but not limited to the following installations:

New Installations: Supply, Installation, testing and commissioning of the following installations:

- Incoming electricity supply intake and metering;
- Individual tenant metering;
- Low Voltage Switchboards for common services;
- Sub mains and distribution;
- Standby generator power distribution;
- Electrical power distribution;
- Trunking and cable trays;
- Earthing and grounding systems.

In general, the installations shall be concealed in heavy gauge PVC conduits except in areas where surface installation is necessary. In such cases, installation will be carried out in trunking, galvanized steel conduit or cable tray as indicated on the Drawings.

14.2.2. Incoming Electricity Supply

The incoming power supply to the proposed upgrade of LV board for Electricity House, will be from two existing 630kVA transformers and terminated to a proposed free standing LV board 415V, 3 phase, 50Hz located in the basement of the building. There is also a standby generator of 500kVA.

The Contractor shall be responsible for liaising with KPLC for any new supply and liaison with KPLC in respect of organizing for timely supply of electricity to the building and carry out final connections of the new supply cable to the new switchboard to be installed in the switch room and power supply to individual units.

The contractor shall liaise with KPLC and ensure that all incoming power cable ways are to their approval. Should the proposed cable ways require alterations, the contractor shall bring this to the attention of the engineer in good time to have the drawings revised accordingly.

The contractor shall provide detailed drawings showing the proposed routing of the incoming cable, details of manholes and trenches required and all switch-room details required for the main power intake.

14.2.3. Low Voltage Switchboard

A new main L.V. Switchboard shall be supplied, installed, tested and commissioned by a specialist switchboard manufacturer complete with the automatic change over switches, MCCB (moulded case circuit breakers), instruments etc and all relays, metering and items necessary for the complete installation and setting to work.

The main L.V. Switchboard shall be of the industrial/ enclosed cubicle type, constructed and installed as described below.

The main L.V. switchboard, suitable for floor mounting, comprising of a sheet steel cubicle with front access, complete with busbars, incoming switch, MCCB's etc. The switchgear shall be heavy duty, cast metal, enclosed type, dust proof, and capable of operating on load at the rated current. Contacts shall be heavy duty silver surfaced type.

The cubicles shall be rigidly constructed and shall be provided with an angle iron or heavy gauge folded steel framework, panelled in zinc anneal or galvanneal of not less than 1.6 mm gauge.

The doors shall be of similar rigid construction free from twists and warps. The hinges and locks or latches shall be brass, and attached by brass screws. The locks shall be spring types, provided with two keys, and unless otherwise specified, all locks on the one installation shall have identical keys.

The exposed unpainted metal shall be chrome plated, and removable panels where used, shall be attached by chrome plated captive milled headed brass screws and felt washers.

The Contractor should ensure that entry of cables, ducts, and conduits shall be neatly made and head boxes provided as required. All entries and openings shall be vermin-proof.

The floor mounted panel shall be erected on a 150 mm raised built-in base treated to be impervious to corrosion by rust.

All mounting brackets and additional items shall be supplied and installed to suitably support the switchboard in the position in which it is to be erected. In general mounting height to the top shall be 2.0 m.

Adequate ventilation shall be provided as necessary, and bronze mesh and suitable trim fitted to prevent entry of insects.

Dust tight enclosures shall have ample volume to dissipate heat, which may be generated in service, and doors shall be provided with a neoprene seal fitted with a channel and closing against a suitable folded edge or ridge. Moulded sealing strips may be submitted as alternative.

All bolts, nuts, screws, hinges, handles, etc. shall be corrosion resistant.

Enclosures shall comply with IEC publication 144 IP 23 for indoor equipment and IP 54 for outdoor equipment and be FORM 4 Fully Type – Tested Assemblies (TTA) or equal but approved by the Engineer and manufactured in accordance with standards ICE 439-1 or BS 5486. The bus-bars and

connections shall be completely screened within the switchboard. Technical brochures and sample test certificates from switchboard manufacturers to be submitted the tender.

All cables and piping entries shall be made through glands in a plate covering the base of the cubicle. Cases shall be rubbed down, undercoat with suitable primer and finished in not less than 2 coats of hard enamel, oven baked where practicable. The internal colour shall be white and external grey unless otherwise specified or approved.

The following standards shall apply to the LV electrical equipment.

- i. IEC61641-v2 Enclosed low voltage switchgear and control gear assemblies Guide for testing under conditions of arcing due to internal fault
- ii. IEC60044-1 Current transformers
- iii. IEC60186 Voltage transformers
- iv. IEC60529 Degrees of protection provided by enclosures
- v. IEC60947-2/3, IEC 61439-1/2 Low voltage switchgear & control gear; Power switchgear and control gear assemblies
- vi. IEC60068 Environmental testing
- vii. IEC61140 Protection against electric shock – Common aspects for installation and equipment – Basic safety publication
- viii. IEC60 947-4-1 Contactors and motor starters

To ensure that all components work in appropriate conditions, the influence of the ambient temperature and switchboard IP must be taken into account in the design of the switchboard. To ensure the reliability, the switchboard manufacturer must be able to provide, when requested, the de-rating table formally originated from the original manufacturer showing the current value allowed for the dedicated components under a certain combination of ambient temperature, IP degree and voltage

14.2.4. Functional Units

The LV Board shall provide diverse functional units according to the different application requirements. Fixed unit (IEC 61439) or full withdrawable functional units (IEC 61439) must be available for electrical distribution to achieve easy operation and maintenance.

On withdrawable version, when drawers are proposed, facility shall be offered to change the drawer status in the shortest time possible (Connected / test/ disconnected). No dedicated tool shall be required to move the mobile part from a position to another one. Operating handle/tool on drawers will be rejected.

There should be clear drawer position, which indicate the connected, test and disconnected positions. The drawer shall provide an effective mechanical latch to prevent incorrect operation to avoid unexpected position changing from one position to another. The drawers shall provide the facility to be locked to prevent unauthorized insertion/withdrawal and OPEN / CLOSE operation of circuit breaker.

In the fixed version the circuit breaker shall be padlocked in open/closed position.

In test position, drawers shall be in a situation that both upstream and downstream power connections are fully isolated from bus bar in order to ensure a maximum of safety to operators. Test position with power connection still in contact with bus bar will be rejected for safety reason.

Functional unit equipped with either air or moulded case circuit breakers (ACB, MCCB) shall provide a trip indication on drawers front face. The facility shall be offered either through the ACB mechanical indication or through the operating handle that shall move to the trip position in case an electrical protection occurs.

In case, two drawers are of the same dimensions, there shall be, as an option, a mechanical mean to prevent unwanted inter-changeability of these drawers. Software-only means will not be accepted for safety reasons.

The size of functional units should be optimised to achieve high stacking density of LV Board and shall be proposed in full or half size. Any drawer whatever its size shall be made of sheet metal material for robustness reason.

In order to allow thermal imaging analysis or device setting (in test position) the front face of all drawers should offer to authorized people the facility to be opened with a tool.

On motor starters functional units, devices association shall ensure a coordination type 2.

14.2.5. Bus-bar

Bus bars shall be made of electrolytic copper (type Cu ETP, ISO1190-1) to ensure correct thermal and electrical conductivity.

To facilitate the connection and cable access, main bus bar shall be located on the top section and shall enable an easy connection to the bus bar in the adjacent vertical section.

The main busbar should be made of copper bars spliced at each column level in order to achieve simplicity and flexibility in transportation, installation and maintenance. Sliding fishplates should be used to make the connection of the copper bars between columns.

Main bus bar design shall allow for front or back cables connection, via the top plates and all these interfacing possibilities should remain available even with no busbar position change. In order to make easy the installation, bars shall not exceed the section width.

Within a section offering a withdrawable solution, the vertical bus bar shall be located so that the withdrawable breakers or drawers can be connected directly on it without need of adapters. When the withdrawable unit is completely removed from its place, the power connection shall be covered with shutters.

To avoid fretting corrosion, tin plated on both bus bar and plugs is not accepted. The bus bars shall be designed for mounting on insulated supports that are sufficient in number to accept the electrodynamic forces resulting from the flow of the peak asymmetric short-circuit current.

This performance shall be proven with a type test certificate.

14.2.6. Under Voltage and Over Voltage Protection

To safeguard against voltage spikes suitable under voltage and over voltage protection relays shall be supplied and installed under this quotation. The relay units shall be of adjustable type and are suitable for operation under all voltage conditions anticipated. The unit shall be housed in the L.V. switchboard in the switch room.

The Contractor shall include for one under-voltage protection relay unit of -15% and over voltage protection relay unit +15%. Details shall be submitted with the tender and are fully discussed and agreed by all parties prior to placing the order.

14.2.7. Users Safety

The switchboard shall be designed to minimize the risks of occurrence of an internal arc, and whenever such an arc occurs it should prevent its effect on operators and material/equipment surrounding the switchboard.

The manufacturer who designed the equipment shall provide certificates showing evidence that the switchboard can withstand an internal arc of 85kA 0.4s. Tests shall be performed on horizontal and vertical bus bar as well as functional units and full fill the 7 criteria of IEC 61641-v2 standard concerning personal protection& assembly protection.

In case an internal arc occurs, the assembly's ingress protection shall be retained so as to avoid any foreign element penetration inside the electrical assembly.

14.2.8. Phase Failure Relays

An alarm system, to indicate when there has been a loss of one or more phases on the incoming supply and the automatic tripping of the main circuit breaker, under these fault conditions shall be supplied and installed under this contract.

14.2.9. L.V. Switchboard Wiring

Ample wiring space shall be provided within the L.V. switchboard.

Internal power connections shall be by means of copper bus bars of ample current rating and not less than 3.0mm thick, and incoming and outgoing cables are attached to terminals by means of approved cable lugs. All live copper parts shall be insulated by PVC tape except at terminals, which may need to be disconnected.

No live metal shall be exposed except by removal of normally fixed panels.

Internal control wiring shall be through PVC insulated stranded conductors not smaller than 10-amp rating. Conductors shall be neatly laid and fixed in cable trays, or bunched to approval. No loose wiring shall be accepted.

All wiring shall be terminated using approved cable lugs. The ends of each wire shall be labelled with engraved numbered or lettered plastic ferrules, matching the identification used in the wiring diagrams.

Colour coding of the separate phases, neutral and earth, shall be provided and maintained throughout the installation. Where necessary, further identification of wiring shall be provided to the extent necessary to permit any conductor to be located and traced. All colour coding of the control and local control wiring shall be provided. Voltages of control system shall clearly stated.

14.2.10. Instruments and Relays

All wiring, space and connections and other items shall be provided for ammeters, voltmeters, selector switches and the like as applicable. Meters shall be supplied and installed and shall be of the appropriate range, and complete with C.T's where required. Voltage selector switches shall give phase to phase, phase to neutral readings. Ammeter selector switches shall provide readings in all three phases and an off position. The accuracy of all meters V.T.'s and C.T.'s shall be class 1 or class 0.5.

Ammeters and voltmeters shall be moving iron, self-contained instruments complying with BS 89 and IEC 51 to Class 1 or better.

Instruments and relays shall be removed from the switchboard for delivery and shall be packed in cases and delivered with the associated switchboard.

All current operated instruments and relays shall be suitable for operating on 5 amp secondary windings of current transformers.

14.2.11. Labels

All switchgear shall be individually labelled showing the circuits controlled by means of laminated Formica labels and showing white letters on a black background. Wiring diagram of the L.V. switchboard shall be printed on the approved type of paper, size A3 and shall be folded and inserted in a suitably designed slot inside the switchgear door.

14.2.12. Interlocks

Provision shall be made in the L.V. Switchboard for inter-locking the incoming supply from a diesel generator such that paralleling cannot take place under any circumstances.

Interlocks of a substantial mechanical type shall be provided on each cubicle between the door and the circuit breaker such that the door cannot be opened unless the circuit breaker is in the 'OFF' position, and all live parts, which can be accidentally touched, have been disconnected.

When the door is open it shall not be possible to readily turn the circuit breaker to the 'ON' position.

14.2.13. Switchboard Equipment Rupturing Capacity

All switchboard equipment shall be entirely suited to the application and adequate space shall be provided for all items as required.

Switchboards shall be capable of withstanding the maximum fault level which may occur in the installation and shall have a short circuit rating of not less than 25 kA and capable of sustaining the maximum short circuit for a period of three seconds.

14.2.14. Layout of L.V. Switchboard

The general layout of the L. V. Switchboard is to be submitted by the contractor to the Engineer before commencing the manufacture of the new L.V. Switchboard. The final layout of the switchboard is to suit the proposed loads and mode of operation.

14.2.15. Automatic Transfer Switches

Automatic Transfer and Bypass-Isolation Switch with Microprocessor Control, shall include the following:

- a. Open transition operation. Time delay to override momentary normal source outages to delay all transfer switch and engine starting signals. Adjustable from 0.5 to 6 seconds. Transfer to alternate time delay. Adjustable from 0 to 5 minutes. Re-transfer to normal time delay which is automatically bypassed if alternate fails and normal is available. Adjustable from 0.5 to 30 minutes. Unloaded running time delay for engine generator cool down. Adjustable from 0 to 30 minutes.
- b. Close differential voltage sensing of all phases of normal source. Pickup adjustable from 85% to 100% of nominal and dropout adjustable from 75% to 98% of the pickup value. Single-phase voltage sensing and frequency sensing of alternate source. Voltage pickup adjustable from 85% to 100% of nominal. Frequency pickup adjustable from 90% to 100% of nominal.
- c. Momentary type test switch with gold plated low voltage contacts to simulate normal source failure. Two-pole double throw contacts that close when normal source fails and two-pole double contacts that open when normal source fails. Gold plated for low voltage engine start signal or other customer use. Rated 10 amperes, 32 VDC.
- d. Green signal light indicates ATS is connected to normal source. Red signal light indicates ATS is connected to alternate source. One auxiliary contact closed when ATS is connected to normal. Rated 10 amperes, 480 VAC. One auxiliary contact closed when ATS is connected to alternate. Rated 10 amperes, 480 VAC. Selection of manual or automatic re-transfer to normal.

14.2.16. Automatic Changeover Unit

(a) General

The Contractor shall supply and install complete, an automatic changeover to operate in conjunction with the KPLC supply and the standby diesel plant. The automatic changeover shall be housed within a cubicle type L.V. switchboard.

(b) Changeover Unit

The Automatic Changeover Unit shall consist of MCCBs feeding a common bus-bar system to which the loads are directly connected. One MCCB shall control the normal mains supply and the other controls the standby diesel supply. Substantial mechanical and electrical interlocks shall be provided so that both supplies cannot be operated at the same time and shall be suitable for continuous rating and robust construction.

(c) Manual Change-Over Switches

Manual changeover switches shall be provided so that the supply can be maintained from source, normal or standby in the event of a MCCB failure. These shall be suitable for continuous rating and of robust construction. They shall be installed in a separate compartment in the L.V. Switchboard, or elsewhere to be agreed with the Engineer.

(d) Operation

The Contractor shall ensure that in the event of a KPLC mains power supply failure, the automatic changeover break the connections of the Mains Supply and make the connections to the standby diesel generator set supply. When the normal supply is restored the reverse action should take place. The standby generator also operates if there is loss of one or more phase on the incoming KPLC mains supply cable.

The automatic changeover unit shall come into operation in the event of one or more of the following occurring: -

- Loss of KPLC mains supply
- Loss of one or more phases;
- Under-voltage, within prescribed limits;
- Over-voltage, within prescribed limits;
- Any other additional feature offered by the specialist manufacturers.

With the restoration of the KPLC mains supply to the normal voltage, frequency and regulation, the automatic changeover unit shall again, automatically connect the loads back onto the main supply. This taking place after a prescribed time to prevent the continual starting and stopping of the diesel generating plant, in the event of there being intermittent KPLC mains supply interruptions. Suitable timers shall be provided so that the change-back period can be adjusted and agreed with the Client. The protection relays and monitoring device shall be suitably mounted and located on the incoming supply with signal cables extended to the Diesel Generator Control Panel.

The Diesel Generator shall continue to run for a pre-determined period after the restoration of the mains supply, and then stop and revert automatically to a standby power unit ready to start-up in the event of future loss of KPLC main supply. Full operational details shall be agreed with the Engineer.

14.2.17. Electricity Meter Boards

The meter boards shall be weather proof (IP54) suitable for mounting semi recessed in walls. They shall be constructed in 16-gauge sheet steel with lockable double leaf doors. A Perspex window for electricity meter viewing will be provided to allow for meter reading without the need to open the meter board.

The meter boards shall be fitted with all mounting brackets and shall be of sufficient capacity for to accommodate KPLC. Main supply cables, KPLC. Three phase meters and cut outs, ESP 415 electronic surge diverters, MCCBs.

The meter boards shall have sufficient cable ways and shall be provided with 20% spare space for any future additions.

The meter boards must meet all requirements and approval of KPLC

14.2.18. Electrical Distribution System

(a) Scope of Work

The Contractor shall supply and install, test and commission new distribution cables as indicated on the drawings and the specifications to complete the electrical distribution system, all in accordance with the IEE Wiring Regulations BS 7671.

(b) Sub-main Cables

The Contractor shall supply new PVC insulated or armoured cables with stranded copper conductors as shown on the drawings. All low and medium voltage cables shall be rated at 600/1000 Volts and shall comply with the relevant British Standard or other approved international standards. The Contractor shall supply, install, test, and commission the entire sub-main cable system.

All the sub-main cables to consumer units for lighting and power shall be drawn in conduit/ducts concealed in walls, floors and ceilings slabs of the buildings.

(c) Cables, Wiring and Accessories

This section of the Specification includes the inspection, delivery to site, unloading, complete installation, putting into commission and handing over in the approved working order, the whole of the main and auxiliary power cables and other cables and wiring as detailed herein and in the tender.

The work includes the supply, delivery and erection of all cable racks, cable cleats, conduits, trunking, pipes, Unistrut and fittings required for the support and accommodation of the cables and wiring, grouting of rag bolts for the fixing of cable racks, supports, and all required trenching. The work also includes the installation of cables and wiring within the trenches, conduit, trunking and the proper protection, marking and terminations of all such cables.

Jointing of cables shall not be permitted under this contract, as the distances are short and therefore continuous cable lengths can be used. However, where joints are permitted by the Engineer for any reason they shall be of an approved type and manufacture and of the cast resin type. Where joints are required for control cables they shall be housed within a purpose made concrete pit with lid and jointed/terminated such that testing can easily and readily be carried out. The cables shall be as manufactured and tested in accordance with the appropriate International Standards as applicable, and the following Standards in particular shall apply: -

Copper conductors shall be provided throughout and shall comply with BS 6360/IEC 228 or BS 4109 or approved equivalent.

PVC (Polyvinyl Chloride) insulation and PVC sheath shall comply with BS 6746/IEC 227 and BS 6346 or approved equivalent.

Non-armoured PVC insulated cables shall comply with BS 6004/IEC 227 or approved equivalent.

Armoured cables with XLPE insulated copper conductors (25 mm² cross sectional area or higher) where used shall comply with BS 5467/IEC 502, IEC 811 or approved equivalent.

The tenderer should submit a fully detailed technical description and manufacturing data of the cables offered together with full test certificates of all cables and wiring provided.

All cables shall be delivered to site in the same coils as despatched from the manufacturer and the labels showing size, type and length and shall be removed only in the presence of the Engineer or his representative and handed to him.

All cables and wiring shall be of adequate rating in accordance with the relevant IEE Wiring Regulations BS 7671:2001(2004), 16th Edition, protected in conduits or trunkings, placed on cable trays, in underground pipe ducts or trenches, or when cleated to Unistrut inserts etc. safe-guarded so as to prevent danger.

The Contractor shall agree with the Engineer and the Employer route of all cables, conduit and cable trunking and shall not install such trunking or conduits until agreement and approval has been given.

The main supply cables shall be extended from the LV switchboard position in the service areas. It will be necessary for the Contractor to liaise with the Engineer when finalising the cable routes.

14.2.19. Trenching

All underground cables where not installed within pre-formed service trenches or service duct, shall be laid in pipes, ducts or buried directly in the ground, as specified for the particular case or as indicated on the Drawings.

The Contractor shall carry out all excavation, back filling, sanding, consolidation and making good, and shall remove all spoil and waste on completion. The Contractor shall include for the re-instatement of the grass and other areas such as roads and pathways where excavation has been necessary to accommodate the installation of the various controls, alarm, power and external lighting cables.

The depth of trenches shall be such as to provide the cover set out hereunder. Trenches shall be free of large stones and similar material likely to cause damage to cables, and the bottom shall be level and smooth, consolidated if necessary to provide a firm bed for cables or pipes.

Pipes or cables shall be bedded in 0.08m of sand or approved equivalent material which has been sifted through a No. 36 BS sieve, care being taken to ensure that cinders, breeze, or any other chemically active material does not come in contact with the cables at any point. After the laying of the cables or pipes, back-fill material initially consisting of a further layer of sand to provide a cover of approximately 0.08m, which shall be consolidated as necessary before final back filling and consolidation. All cables which are laid directly in the ground shall be protected by concrete or earthenware tiles.

- (i) In open ground and under pavements, the minimum cover shall be 0.6 metres.
- (ii) Under roadways subject to vehicular traffic, the minimum cover shall be 0.9 metres.
- (iii) Minimum horizontal spacing between LV cables laid in common trench shall be 0.03 metres, and between LV cables and other services laid in common trench or run adjacent, the minimum spacing shall be 0.3 metres.

Where cables are laid under roads, pathways exceeding 0.90m width, and paved areas, they shall be installed in continuous runs of approved asbestos cement or glazed earthenware pressure piping, the pipes extending 600 mm on either side of the roads etc.

The routes of the cables buried underground shall be clearly and permanently marked by concrete cable markers, as detailed on the Drawings. These shall be positioned 100 mm to the right of each

cable and installed such that the distance between markers is approximately 20m and one at every change to direction. The final details to be agreed at site during the construction works to suit final external cable distribution.

Cables shall be snaked between all terminations and junction boxes to allow movement and settlement of soil.

14.2.20. Laying of Cables in the Ground

Where installation involves laying of cables directly in the ground, the cables shall be protected with pre-cast concrete cover blocks, and shall be buried at least 1.0m below ground surface. The locations of such cables shall be made evident by means of mass concrete marker posts inscribed with cast-in lettering of the word "CABLE" which shall be of dimensions and painted in colours approved by the Engineer. The marker posts shall be installed at all changes in straight horizontal alignment or at 50 m interval, whichever is the lesser; the marker posts shall be installed 1.0 m away from the cable with the lettered face parallel to and facing away from the cable.

14.2.21. Other Cable installation Methods

Where cables are not laid directly in the ground or in prepared concrete trenches or ducts they shall be supported in reinforced Industrial nylon or aluminium alloy cable cleats bolted directly on the building walls or to vertical or horizontal mild steel channel supports embedded in the floor or walls. Fixing centres for supports shall not exceed 600 mm.

Where several control cables are run in a common route, they may be supported on galvanised, perforated steel trays in preference to individual supports detailed above. Cable tray supports shall be suspended from secure overhead fixtures at intervals not greater than 1000 mm, and groups of cables fixed to the cable tray by PVC or other approved saddles at intervals not greater than 500 mm. In sections where cables are laid directly in the ground, power and control cables shall not run together but shall take different routes. Where cables are installed inside cable trenches they shall be run on separate galvanised steel hooks fixed on the sides of the cable trenches at intervals of not more than 500 mm. Power and control cables shall run on opposite walls inside the cable trenches.

14.2.22. Depth and Separation of Cables

Cable trenches shall be excavated or ducts laid at such a depth that the minimum distance to the top of the cable trench or duct shall comply with the following:

Minimum Clearance		
Type of Service	Vehicular Roadways	Open Ground or Foot Path
HV	1000 mm	750 mm
Others	750 mm	500 mm

Where possible, electric cables and associated ducts shall be installed such that subsequent excavations to expose another service will not disturb the electric cables and associated ducts. Where it is not possible to separate two cables by installing them along different routes, the following clearances shall be observed along parallel routes:

Type of Cable	To HV Cable	To LV Cable	To Other lower voltages	To Gas/water etc
HV	150 mm	300 mm	300 mm	300 mm
LV	300 mm	150 mm	250 mm	300 mm
Others	300 mm	250 mm	150 mm	300 mm

The spacing of cables installed at the same time shall be generally in accordance with the above table, but the Engineer may specify where circumstances permit a more economical arrangement.

As far as possible electric cables shall not be installed alongside other services except where otherwise directed. Where such segregation is not possible, then 50 mm thick concrete slabs may be constructed with the Engineers approval, to separate the services. Adequate slack shall be left at each bend of the cable laid directly in the ground.

Instrument and control cables shall as far as possible be routed separately from power cables and shall not be run on long distances on parallel routes or range to cross one another. A minimum separation of 250 mm shall be maintained between them. Power cables shall not be installed in the same ducts as instrument or control cables.

Separation between the three categories of cables shall be maintained as follows

Separation in mm

	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>
<u>Category 1</u> Instrument, Power and Control (over 50 V under 10 A dc or ac)	-	200	300
<u>Category 2</u> High level signals (6 to 50 V dc)	200	-	300
<u>Category 3</u> Low level signals (less than 5 V dc)	300	200	-

Only conductors carrying signals of the same category shall be contained within any one multi-core cable.

14.2.23. Types of Cables, Conditions and Wiring

(a) Power Cables

In general, these shall be multi-core cables, insulated with PVC single wire armoured and PVC outer sheath. These cables are 600/1000 volt class to BS 6346, the conductors being copper. The numbers of cores are as indicated on the drawings and these cables shall be used for all LV distribution requirements where indicated.

For XLPE/SWA/PVC cables, 600/1000-volt class to BS 5467 for cable sizes of 25 mm² or higher shall be used where indicated.

(b) Control/Alarm Cables

Multi-core control cables are PVC/SWA and PVC sheathed overall where run in the ground with every core colour coded. Conductor sizes are to suit and details of cores and cable lengths are set out in the Drawings. Details of cables offered are to be forwarded with tender.

(c) Domestic, Lighting and Small Power

In general, these shall be PVC insulated single core cables with stranded copper conductors, to meet the general requirements of the installation.

14.2.24. Terminations of Cables

The ends of each PVC, SWA, PVC cable shall be terminated in brass compression-type cable-glands of the correct size which shall secure the cable inner sheath and ensure effective electrical continuity between the armour wires and the cubicle metal enclosure in which the cable is terminated.

Where cables are required to be terminated in terminal boxes or other items of Plant which have not been supplied by the Contractor, the Contractor shall be responsible for completing the terminations in accordance with the requirements specified above, including testing and verifying of the correct phase sequence of the cores.

Cables shall be identified inside all manholes at the cubicle terminations by tags made of brass, PVC or other types of insulating materials on which circuit identification marks shall be indelibly inscribed. Power cables shall have phase identification on each core done on tags made of crimped or sweated sockets of the correct size. Control and protection cables shall have each core identified by an insulated numbered ferrule.

All instrumentation cables shall have their armours or screens earthed at only one end preferably at the control cubicle end.

On completion of the installation, the cables shall, in the presence of the Engineer or his representative, be subjected to the following tests as laid down in the IEE Wiring Regulations BS 7671:2001(2004), 16th Edition, and the Electric Power Act (1997).

- (a) Insulation level
- (b) Polarity

14.2.25. Voltage Drop

The Contractor shall inspect, test and ensure that the size of every cable conductor is such that the drop in voltage from the main LV switchboard to any point in the respective installations shall not exceed 4% of the normal declared voltage.

The Contractor shall inspect, test and ensure that the final circuit wiring for small power and lighting circuits shall not be less than 4.0 and 2.5 mm² respectively as stated on the Drawings.

14.2.26. Conduits

Unless otherwise installed on site all concealed conduits used shall be black rigid super high impact heavy gauge Class A PVC in accordance with BS 2782. Where steel conduits are required these shall be deemed to be included in the Contractor's price.

Where surface conduits are to be installed, or conduits other than PVC specified for the various services, these shall be of the heavy gauge Class 'B' welded and screwed steel and shall comply with BS 4568.

In general, the installation shall be concealed throughout and shall be fixed by distance type saddles spaced at not more than 900mm apart.

Conduits installed on surface shall be supported with saddles every 60mm. Conduit runs in chases shall be firmly held in position by means of substantial pipe hooks driven into wooden plugs.

Conduit PVC connections shall either be by a demountable (screwed up) or adhesive fixed and made watertight. The tube and fittings must be clean and free of all grease before applying the adhesive. When connections are made between conduit and switch boxes, care shall be taken that no rough edges or conduit stick out into the boxes.

Conduit accessories and fittings for the heavy duty PVC conduit shall match fully the requirements of the conduit used and shall be agreed. Conduit fittings for the steel conduits shall be malleable cast iron galvanised to BS 4568 with extended spouts, internally treated and cover fixing lugs.

The drawings with these specifications indicate the approximate positions only of points and switches, and it shall be the Contractor's responsibility to mark out and centre on site the accurate positions where necessary in consultation with the Engineer and the Employer. The Contractor shall be responsible for the accuracy of the final positions.

Conduit outlets and junction boxes, where used in conjunction with PVC conduit, are to be PVC manufactured to BS 4607: Part1, 1970.

Outlet boxes for lighting fittings are to be of the loop-in type where conduit installation is concealed and the Contractor shall allow one such box per fitting, except where fluorescent fittings are specified when two such boxes per fittings are used.

Flexible conduit are manufactured to BS 731 (Part 1) galvanised and with PVC outer sheath.

It shall be entirely the Contractor's responsibility to ensure that conduits and other equipment, are installed at the appropriate stage of building progress, and no extra payment shall be made for chasing, boring, cutting or any other work arising from failure to meet this requirement.

Conduits are installed in such a manner that all cables can be drawn-in after erection by means of a draw-in tape.

Where a steel conduit system is required and specified the exposed outlet boxes shall be cast metal type and flush boxes shall be cast or sheet metal. No knockouts shall be removed unless used. Where conduits enter sheet metal boxes, they shall be lock-nutted back and front. Burrs and obstructions shall be removed before installation of boxes and conduits.

No conduit shall be smaller than 20mm nor shall accommodate more than 75% of the conductors permitted under the IEE wiring regulations.

Conduits to be concealed in structures cast-insitu are or shall be secured to the steel reinforcement work with heavy binding wire, spaced not more than 900mm to prevent movement of conduit boxes during the pouring and vibrating of the concrete. Outlet boxes shall be filled with paper to prevent ingress or concrete, and all boxes shall securely fixed to the shuttering with nails or other measures, which must not be visible after removal of the shuttering unless they later can be concealed e.g. by plaster. Conduits shall be installed after the chasing work has been completed. Couplings plugged with a suitable non-metallic stopping plug shall protect all open ends of conduit.

Conduit run in chases in walls or the like shall be fixed by means of mild steel pipe hooks or saddles spaced at not more than 900 mm. Where the conduit is concealed behind the plaster it shall be sunk 20 mm below finished plaster level before application of the plaster.

Surface conduit shall also be fixed 200 mm from boxes, the boxes themselves being securely fixed. Where such an arrangement of boxes and saddles would prove to be both unsightly and unnecessary, short lengths of conduit not exceeding 900mm between boxes need not be secured further than by connection to the adjacent boxes. In such cases the Engineer reserves his right to insist upon having additional fixings provided should he for any reason whatsoever consider additional fixings necessary.

Special care should be taken to prevent dirt and plaster to enter any section of conduit system.

All bends in conduits shall be formed without any decrease or increase of the cross section diameter of the conduits. The radius of the bend shall not be less than indicated by British Standard. For concealed work this radius should be increased. No manufactured tees, elbows, and bends will be permitted. All conduits shall be thoroughly cleaned for sharp edges.

The conduits shall be installed avoiding unnecessary bends or changes in directions. Conduits shall be laid in straight lines. Where straight rows of conduits are installed, inspection boxes shall be placed at not more than 15 metre intervals. There shall not be more than 4 easy bends or 2 right-angle bends between boxes.

Sub-mains conductors shall not be bunched in the same conduit as other circuits.

Lighting sub-circuits shall not be enclosed in the same conduit as general-purpose power sub-circuits.

Single-phase sub-circuits shall not be enclosed in the same conduit as three-phase sub-circuit.

14.2.27. Cable Trunking

The Contractor shall supply new install, test all single, two and three compartments cable trunking installed on the site to ensure that they are electrically and mechanically sound. All trunking are or shall be provided with removable covers of an agreed and appropriate length for handling, removal and servicing. The colour of the trunking shall be agreed to suit the Employer, the Contractor including in his prices for factory painting in a colour agreed with the Architect.

In general all trunking shall be manufactured by a renowned company. The cable trunking shall be made from hot galvanised sheet metal and approved to CEI 23-31 standards. It shall be factory painted externally where normally visible to match the finish of the walls as approved by the Architect and to suit the requirements of the other areas as agreed. A continuous cover of the same material are provided and fitted, for all areas except as for the laboratory trunking and cover screws so arranged that no sharp protrusions occur within the wiring space.

The mounting height of the trunking shall be agreed in general and shall be skirting in all working areas.

The trunking shall be complete with all supports, tee-pieces, angles, fixings, fillets, couplings, bends etc. as required and as necessary to complete the installation.

The trunking shall be sized in compliance with the capacity Table issued by the B.E.S.A.; the Contractor shall therefore inspect and ensure that the size all trunkings comply with this requirement.

Each conduit take-off from the cable trunk shall be lock-nutted on both sides, with no excess conduit protruding into the cable trunk unless it is properly bushed.

The Contractor shall inspect and ensure that the maximum number of cables in the trunkings shall be that in aggregate would occupy 50% of the cross sectional area of the trunking.

UPVC trunking shall, unless otherwise specified be manufactured to BS 5750 part 2. All sections shall be rigidly fixed together and fixed to building structure at intervals of not more than 1200mm.

14.2.28. Cable Tray

The Contractor shall inspect and test to ensure that cable trays are manufactured of perforated enamelled steel plate with returned flanges and with suspensions at intervals of not more than 1000mm. The final sizes shall be determined by the Contractor to suit the requirements of the installations.

14.2.29. Continuity

The Contractor shall inspect, test all conduits, cable trunking and cable tray to ensure that they are mechanically and electrically continuous throughout. Where steel conduits cross expansion joints, flexible steel conduit sections, PVC sheathed are inserted, or other approved means used to provide the necessary continuity and flexibility.

14.2.30. Load Balancing

The Contractor shall test and ensure that the electrical load in respect of the entire installation is balanced to the satisfaction of KPLC and the Engineer. The Contractor shall carry out such alterations to the power off takes at the switchboard and at the distribution/control cubicle connections as may be required to balance the electrical load of the installation.

14.2.31. Labels

All items of equipment, apparatus and the like should be clearly labelled, labels being as previously specified. Starters controlling motors shall be labelled identically such that the motor and starting are readily identified.

14.2.32. Earthing

The Contractor shall install, test and commission the entire earthing installation in accordance with the IEE Wiring regulations BS 7671. The entire system of metallic conduits and trunking, metallic sheaths of cables, cases and enclosures of switch-gear and electrical apparatus shall be connected to the earth point, according to the current rules and regulations. The Contractor is reminded that the resistance of the earth conductor from the earth-electrode to any point in the earthing system shall not exceed 0.5 ohms.

The Contractor shall supply and install all additional conductors, cables, tapes, earthing rods, inspection pits and all associated items for the installation of the complete earthing system.

The Contractor shall carry out earth resistivity tests to determine the best location for the main earth electrode. The results of such tests shall be clearly indicated on a site plan and submitted to the Engineer for approval 21 days prior to locating of the main earth electrodes.

The earth tape or cable between the main earth terminal and the earth electrodes shall be of high conductivity copper.

The earthing shall be carried out to an externally positioned inspection/earthing rod pits by means of copper tape (25 x 3.5mm) or the equivalent stranded copper conductor. The pits shall be complete with an inspection lid such that access to the rods shall be readily available. The number

of pits or rods will be dependent upon the values recorded during the testing and it shall be deemed that the Contractor has included in his tender for all necessary materials to meet the requirements.

The earthing requirements, while being in accordance with the power supply authority regulations, shall also be fully in accordance with the requirements of the Institution of Electrical Engineers, Wiring Regulations BS 7671: 1992, requirements for electrical installations, together with the British Standard Code of Practice BS 7430: 1991.

The Contractor shall include for the bonding up complete of all sinks, taps, pipe work, metal branches and other similar items as required by the IEE Wiring Regulations, all details shall be agreed, this being particularly important in kitchen.

SECTION IX - DRAWINGS

The following drawings are herewith attached:

- a) Kisumu LV Board Single Line diagram

SECTION X - BILL OF QUANTITIES

Notes for preparing Bills of Quantities

1.0 The objectives of the Bills of Quantities are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed. In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

2.0 The Bills of Quantities should be divided generally into the following sections:

(a) Preliminaries

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

(b) Work Items

- (i.) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- (ii.) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.

(iii.) The following units of measurement and abbreviations are recommended for use.

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	hr	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	T		

(iv.) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- (i.) a list of the various classes of labour, and materials for which basic Daywork rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis; and
- (ii.) a percentage to be entered by the tenderer against each basic Daywork Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(d) Provisional Quantities and Sums

- (i.) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and not by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

- (ii.) Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

SECTION XI - SUPPLIER EVALUATION FORM

(This form is for information only and not to be filled in by any bidder. It is for official use by KPLC to evaluate performance of Suppliers during the contract period)

Name of Firm.....

Date.....

Category of Product/Service (e.g. Conductors

Period of evaluation.....

1. COST OF SERVICE/PRODUCT	Rating guidelines				Supplier Score	Procurement Score	User Score	Comments	Totals
	Did the vendor assist in or advice on ways of reducing the costs?	YES:4	PARTIAL Y:2	NO: 0					10
	How closely did your final costs correspond to your expectation at the beginning of the project/tender?	YES:2	PARTIAL Y:1	NO: 0					10.00%
	Did the company stick to the agreed transaction/contract rates?	YES:4	PARTIAL Y:2	NO: 0					
									Totals
2.ON TIME DELIVERY OF PRODUCT OR SERVICE	Did the vendor perform work in compliance with contract terms and agreements?	YES:6	PARTIAL Y:3	NO: 0					10
	Was the vendor prompt and effective in correction of situations and conditions?	YES:2	PARTIAL Y:1	NO: 0					10.00%
	Are you able to track service level agreements and determine duration of incidents from the vendor?	YES:2	PARTIAL Y:1	NO: 0					
3. FLEXIBILITY TO RESPOND TO UNEXPECTED DEMAND OF SERVICE	Rating guidelines								Totals
	Was the vendor willing to change their product/service on special needs?	YES:6	PARTIAL Y:3	NO: 0					6
									6.00%
4. QUALITY	Rating guidelines								Totals
	When performing their duties, was there - rework or returns caused by non-conformance to quality?	NO:6	PARTIAL Y:3	YES: 0					14
	Was the quality of service delivered equal to KPLC minimum requirements?	YES:8	PARTIAL Y:4	NO:0					14.00%
5.RESPONSIVENESS	Rating guidelines								Totals
	Was the vendor well responsive to information requests, issues, or problems that arose in the course of service?	YES:2	PARTIAL Y:1	NO: 0					14
	Was the vendor open to feedback on low quality of service levels and willing to act on this?	YES:6	PARTIAL Y:3	NO: 0					14.00%
	Is it easy to reach staff members of suppliers in case of a request or query? (are communication channels clear?)	YES:6	PARTIAL Y:3	NO: 0					
6. CUSTOMER SUPPORT	Rating guidelines								Totals
	Did the vendor offer effective customer support?	YES:10	PARTIAL Y:4	NO: 0					18
	In case of reported problems/issues, were there follow ups by the vendor to ensure the problem is fully resolved during support?	YES:8	PARTIAL Y:4	NO: 0					18.00%
7. COMMUNICATION SKILLS	Rating guidelines								Totals
	Are you satisfied with the attitude, courtesy, and professionalism of this vendor's staff? Written or spoken?	YES:2	PARTIAL Y:1	NO: 0					6
	Are the vendor's staff well equipped and skilled in handling requests / issues? Are you rotated too much among staff on an issue?	YES:4	PARTIAL Y:2	NO: 0					6.00%

8. DOCUMENTATION AND ACCOUNTING	Rating guidelines								Totals
	Are you satisfied with how the Vendor presents documentation (invoices & licenses etc) when required to do so, to necessitate finalization of contract renewals and payments?	YES:6	PARTIALLY:3	NO: 0					10
	Was problem documentation (incident reports) presented promptly by the vendor and was it complete?	YES:4	PARTIALLY:2	NO: 0					10.00%
9. VALUE ADD	Rating guidelines								Totals
	Did the vendor go over and above in optimizing service delivery process for effective services delivery?	YES:6	PARTIALLY:3	NO: 0					12
	Did the vendor go over and above and offer training or knowledge to assist with better systems support?	YES:6	PARTIALLY:3	NO: 0					12.00%
									Totals Score:
									100.0
Totals									100.00%
Maximum Score							100.0		
VENDOR'S TOTAL SCORE									
VENDOR'S PERCENTAGE SCORE									
ISSUES FOR FOLLOW UP -									
Evaluation Done by: _____ Name _____ Department _____ Date _____									
Checked/Validated by _____									

Score in Percentage %

PERFORMANCE LEVEL DEFINITION:

≥75% - KP1 GREEN

50% - KP2 AMBER

25% - KP3 YELLOW

≥25% - KP4 RED

RATING: 75% - V Good, 50% - Good, 25% - Fair, Below 25% - Poor

RECOMMENDATION

		Status	Tick as appropriate
1	Grant supplier preferred status	KP1	
2	Work with supplier or develop and improve supplier	KP2 & KP3	
3	Abandon / switch suppliers	KP4	

Name:.....Sign:.....Date:.....

Name:.....Sign:.....Date:.....

Name:.....Sign:.....Date:.....

SECTION XII - STANDARD FORMS

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(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 **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. Youth, Persons with disabilities and Women shall in addition complete part 2(d). Tenderers are advised that it is a serious offence to give false information on this form.

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Facsimile.....

Mobile and CDMA No.....

E-mail:.....

Nature of your business

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your BankersBranch... ..

*Names of Tenderer's contact person(s)

Designation of the Tenderer's contact person(s)

Address, Tel, Fax and E-mail of the Tenderer's contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	Shares (%)
-------	-------------	------------

1.....

2.....

3.....

4.....

5.....

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

*Nominal in KSh.

*Total Issued KSh.

Give details of all directors as follows

Name	Nationality	Shares (%)
------	-------------	------------

1.....

2.....

3.....

4.....

Part 2 (d) Registered Youth, Women and Persons with Disabilities

Give details of members as follows: -

Names	Nationality	Age	Gender	Shares (%)
-------	-------------	-----	--------	------------

1.....

2.....

3.....

4.....

5.....

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. *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.***
3. *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) **BANK SEAL**
 of20....)

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 twenty (120) 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) - TENDER SECURITY – (LETTERS OF CREDIT)

The Mandatory Conditions to be included in the Letters are in two parts, A and B.

Part A

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... (*Insert LC No.*) as.....(*Name of applicant*) (hereinafter called the “Tenderer”) indicating that the “Tenderer” has defaulted in the obligations of the Tenderer as stated by the Beneficiary.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the applicant.
2. There should be no conditions requiring compliance with the specific regulations or a particular country’s Law and regulations.

Charges - All bank charges are for the account of the applicant.

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to KPLC -

- 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 rejects a correction of an arithmetic error
- c) if the Tenderer fails to enter into a written contract in accordance with the Tender Document
- d) if the successful Tenderer fails to furnish the performance security in accordance with the Tender Document.
- e) if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with the Tender Document.

NOTES TO TENDERERS AND BANKS

1. *Please note that should the Tender Security (LC) omit any of the above conditions the LC 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 LC where such LC 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 any 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.*
5. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

**(v) - TENDER SECURITY FORM (SACCO SOCIETY, DEPOSIT TAKING MICRO
FINANCE INSTITUTIONS, WOMEN ENTERPRISE FUND & YOUTH ENTERPRISE
FUND)**

(To Be Submitted On Institutions 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 Tenderer”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Tenderer’s date of Tender taken from the Tender Form*) to supply(*description of the Goods*) (hereinafter called “the Contract);

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

AND WHEREAS we have agreed to give the Tenderer a Guarantee;

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

(*amount of guarantee*) as aforesaid, without 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 **INSTITUTION**)

)

thisday)
)
of20....)

INSTITUTION SEAL

in the presence of :-)

)

_____)

)

and in the presence of:-)

)

_____)

OR

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

Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the **Institution**.

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

NOTES TO SUPPLIERS AND INSTITUTIONS

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 institution 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 institution within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The issuing institution should address its response or communication regarding the Tender Security to KPLC at the following e-mail address – ["guarantees@kplc.co.ke"](mailto: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.*

(vi) - DECLARATION FORM

Date _____

To:

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

(vii) – DRAFT LETTER OF NOTIFICATION OF AWARD

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

Date:.....

Dear Sirs/ Madams,

**RE: NOTIFICATION OF AWARD OF TENDER NO.KP1/9A.2/OT/061/20-21 FOR
REPLACEMENT OF LOW VOLTAGE (LV) BOARD AND ASSOCIATED CIVIL WORKS
FOR ELECTRICITY HOUSE, KISUMU**

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 & LOGISTICS

Enclosures

(viii) – DRAFT 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.KP1/9A.2/OT/061/20-21 FOR REPLACEMENT OF LOW VOLTAGE (LV) BOARD
AND ASSOCIATED CIVIL WORKS FOR ELECTRICITY HOUSE, KISUMU**

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 12.30 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 & LOGISTICS**

(ix) - 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 the “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/Physical Address.....(*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 **Replacement of Low Voltage (LV) Board and Associated Civil Works for Electricity House, Kisumu** under Tender Number **KP1/9A.2/OT/062/20-21**

AND WHEREAS KPLC has accepted the Tender by the Contractor for the services in the sum of (***KPLC Supply Chain – Procurement Department_ specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax***) (*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.
1. 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
 - a) Conditions of Contract
 - b) Special Conditions of Contract
 - c) Official Purchase Order where applicable.
 - d) Specifications
 - e) Drawings
 - h) Priced Bill of Quantities and agreed upon with KPLC.
 - i) Work program (work methods and schedule)
 - j) KPLC’s Notification of Award dated.....
 - k) Tender Form signed by the Contractor
 - l) Declaration Form signed by the Contractor/ successful Tenderer
 - m) 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 fulfillment 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 and facsimile 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, Facsimile + 254-20-3750240/ 3514485. 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 **KPLC**

MANAGING DIRECTOR & CEO

and in the presence of:-

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: -

Awuor Owiti,

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

(x) 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....)
 in the presence of :-)

 BANK SEAL

_____)
 _____))
 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 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.*
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”*

(xi) - PERFORMANCE SECURITY (LC)

Mandatory Conditions that should appear on the Performance Security (LC).

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... (*Insert LC No.*) as.....(*Name of Applicant*) (hereinafter called the “Contractor”) indicating that the “Contractor” has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Contractor.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the Applicant.
2. (Include) that there should be no conditions requiring compliance with the specific regulations or a particular country’s laws and regulations.

Charges - All bank charges are for the account of the Applicant.

Confirmation instructions – (See notes below)

NOTES TO CONTRACTORS AND BANKS

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC 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 LC where such LC is required in the tender and Contract.*
2. *KPLC may seek authentication of the Performance Security (LC) 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 (LC) 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”*
4. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

(xii) - 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 Kshs. _____ *[amount in figures]* [Kenya
 Shillings _____ *(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

(xiii) QUALIFICATION INFORMATION**1. Individual Tenderers or Individual Members of Joint Ventures****1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate)**

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last three years

Year	Volume	
	Currency	Value
Year 1		
Year 2		
Year 3		

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last three years. Also list details of work under way or committed, including expected completion date.

Project Name	Name of Client and contact person (Address & Telephone No.)	Type of Work performed and year of completion	Value of contract

1.4 Major items of Contractor's Tools & Equipment proposed for carrying out the Works. List all information requested below. (Attach evidence of ownership or lease)

Item of Tools & Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract as required by Subsection 3.20 of the Instructions to Tenderer, Attach biographical data.

Bidders should provide the names of suitably qualified personnel.

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

Resume for **each** Proposed Personnel

The data on their experience should be supplied using the Form below for each candidate.

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
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 in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

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

1.6 Proposed Subcontractors for works

As per the requirements of Clause 3.20 of Conditions of Contract, following is a list of subcontractors and the portions of the Work to be subcontracted:

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

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

- 1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies of audited financial statements.

- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

- 1.9 Name, address and telephone, telex and facsimile numbers of banks and/or institution that may provide reference if contacted by the Employer.

- 1.10 Statement of compliance with the requirements of Clause 3.2.6 of the Instructions to Tenderers.

- 1.11 Proposed program (work method and schedule) in compliance with requirement of clause 3.6 of the Instructions to Tenderers. Descriptions, drawings and charts, as necessary, to comply with the requirements of the tendering documents.

2 Joint Ventures

- 2.1 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
- 2.2 The information required in 1.11 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.4 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

(xiv) - 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 Kenya Power Authorised Officer's

Name

Designation

Signature.....

SECTION XIII - THE TECHNICAL SPECIFICATIONS

PART A - GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific items on offer shall be marked clearly for the goods they intend to supply.
2. The Tenderer shall submit the Schedule of Guaranteed Technical Particulars (GTP) completed by the Manufacturer. In submitting the GTP, cross-references should be made to the documents submitted.
3. Deviations from the tender specifications, if any, shall be explained in detail in writing, with supporting data including calculation sheets, detailed drawings and certified test reports and submitted together with the Tender. In submitting the deviations, cross-references should be made to the documents submitted. KPLC reserves the right to reject the goods if such deviations shall be found critical to the use and operation of the goods.
4. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the testing and standards body used shall be provided.
5. Where Type Test Certificates and their Reports and or Test Certificates and their Reports are translated into English, all pages of the translations must be signed and stamped by the testing authority.
6. A Copy of the manufacturer's valid quality management system certification i.e. ISO 9001 shall be submitted for evaluation. For locally manufactured goods this requirement is not mandatory but all Test Reports and Certificates shall be certified by the Kenya Bureau of Standard (KEBS) or its appointed agent(s), in which case a letter of Accreditation must be submitted.
7. In all cases where the level of galvanizing and painting is not specifically stated in the detailed Technical Specifications, the general requirement shall be for a uniform coating of thickness not less than 80 microns.
8. Suppliers are required to provide information on proper representative(s) and or workshop for back-up service and or repair and maintenance including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers.
9. The Contractor shall bear full responsibility that he has understood the operation of the system. No deviations shall be made from this specification and standards unless waived or modified in writing by the Employer. The Contractor shall obtain from its sub-contractor a statement as to compliance with this specification without exception and/or if there are any exceptions, these shall be described in detail and included in the Contractor's Tender. The Contractor shall add a statement that no other exceptions are taken to this specification.

10. *Works to be provided by the Contractor*

The Contractor shall provide the Services as described in the scope of the contract

11. *Works to be provided by the Employer*

The Employer shall provide access to all the sites and equipment covered by the contract.

PART B – DETAILED TECHNICAL SPECIFICATIONS (DTS)

The Detailed technical specifications are as attached in the portal.