



Kenya Power

TENDER NO.KP1/9AA-2/OT/83/HR/16-17 FOR PROVISION OF CLEANING SERVICES FOR SUBSTATIONS COMPANYWIDE

MAY, 2017

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

**TENDER DOCUMENT FOR SERVICES
Youth, Women and Persons with Disability**

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SECTION I - INVITATION TO TENDER

DATE: MAY, 2017.

KP1/9AA-2/OT/83/HR/16-17-TENDER FOR CLEANING SERVICES FOR SUBSTATIONS COMPANYWIDE

1.1 The Kenya Power & Lighting Company Limited hereinafter referred to KPLC invites bids from eligible Tenderers for Supply of Provision of cleaning services Companywide. 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** to be received on or before **13th June, 2017 at 10:00 am.**

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 or a freely convertible currency in Kenya and shall remain valid for one hundred & twenty (120) days from the closing date of the tender.

Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT.

1.5 **Opening of submitted Tenders**

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

SECTION II - TENDER SUBMISSION CHECKLIST

Tender Submission Format

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

No.	Item	Tick Where Provided
1.	Tender Securing Declaration Form	
2.	Registration Certificate with the national treasury or the respective County treasury within which they operate	
3.	Company or Firm's Registration Certificate	
4.	Photocopy of the Kenya National Identity Card or Valid Kenyan Passport of all Directors of the company or partners in the firm or enterprise.	
5.	PIN Certificate	
6.	Valid Tax Compliance Certificate	
7.	Declaration Form	
8.	Duly completed Tender Form	
9.	Confidential Business Questionnaire (CBQ)	
10.	Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign tenderers)	
11.	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 (The youth, persons with disabilities and women to provide the four referees from their manufacturer)	
12.	Statement on Deviations	
13.	Price Schedule(s)	
14.	Schedule of requirements duly filled indicating services offered	
15.	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>	
16.	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. All Kenyan registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).
3. Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance and PIN certificates 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 there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the KPLC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *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.*
- h) *“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).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *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.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *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.*

- m) *KPLC's "authorised person" shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*
- n) *Citizen contractors-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 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.

In addition, this Invitation to Tender is open to all Tenderers eligible as described in the **Appendix to Instructions to Tenderers**.

Successful Tenderers shall supply the goods in accordance with this tender and the ensuing contract.

3.2.2 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 3.2.1 above.

3.2.5 Despite the provisions of section 3.2.3 and 3.2.4, 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.

- 3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.3 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.
- 3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.
- 3.2.8 Tenderers shall not be under declarations as prescribed at Section XIII.
- 3.2.9 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.2.10 Those that are under the Declaration as prescribed at Section XIII 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.

3.3 Joint Venture

- 3.3.1 Tenders submitted by a joint venture of two or more firms, 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 as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
 - 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 bidders, 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.
- 3.3.2 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 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

- 3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.4 Cost of Tendering

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

3.5 Contents of the Tender Document

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -

- a) *Invitation to Tender*
- b) *Tender Submission Checklist*
- c) *Instructions to Tenderers*
- d) *Appendix to Instructions to Tenderers*
- e) *Schedule of Requirements*
- f) *Project Implementation Schedule*
- g) *Price Schedule for Services*
- h) *Evaluation Criteria*
- i) *General Conditions of Contract*
- j) *Special Conditions of Contract*
- k) *Tender Form*
- l) *Confidential Business Questionnaire Form*
- m) *Tender Securing Declaration Form*
- n) *Manufacturer's/Principals Authorisation Form*
- o) *Declaration Form*
- p) *Contract Form*
- q) *Performance Security Form*
- r) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*

- 3.5.2 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.

- 3.5.3 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".

3.6 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.

3.7 Amendment of Documents

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.

3.8 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. Any printed literature furnished by the Tenderer written in any other language shall be 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.

3.9 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 a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Securing Declaration Form furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

3.10 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services, quantity (where applicable), and prices amongst other information required.

3.11 Tender Prices

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.11.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.12 Tender Currencies

- 3.12.1 For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Services.
- 3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate prevailing on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

3.13 Tenderer's Eligibility and Qualifications

- 3.13.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –
- a) *that, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document*
 - b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
 - c) *that the Tenderer has the technical and production capability necessary to perform the contract.*
 - d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
 - e) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*
- 3.13.3 The Tenderer will furnish KPLC with a copy of the accreditation or recognition certificate as applicable. KPLC reserves the right to subject the certificate to authentication.

- 3.13.4 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.

3.14 Conformity of Services to Tender Documents

- 3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.

- 3.14.2 The documentary evidence of conformity of the services 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 services 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 services for a minimum period of two (2) years following commencement of the provision of the services to KPLC, and,*
- c) *duly completed Statement of Compliance to KPLC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*

- 3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.14.1, 3.14.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its Details of Service 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 Details of Service.

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

- 3.15.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.
- 3.15.2 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.

- 3.15.3 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.
- 3.15.4 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.

3.16 Warranty

- 3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that services to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.
- 3.16.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services, or any portion thereof as the case may be, have been rendered.

3.17 Tender securing declaration form

Tenderers shall fill and return the tender securing declaration form provided under **SECTION XI**

3.18 Validity of Tenders

- 3.18.1 Tenders shall remain valid for one twenty (120) 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 3.21. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.18.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. A Tenderer shall not be required nor permitted to modify its tender during the extended period

3.19 Alternative Offers

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

3.20 Preparation and Signing of the Tender

- 3.20.1 The Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.20.2 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.
- 3.20.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.20.4 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.
- 3.20.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.20.
- 3.20.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.26.

3.21 Deadline for Submission of Tenders

- 3.21.1 Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF form.
- 3.21.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, 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.

3.22 Modification and Withdrawal of Tenders

- 3.22.1 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.
- 3.22.2 No Tender may be modified after the deadline for submission of Tenders.
- 3.22.3 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.

3.23 Opening of Tenders

- 3.23.1 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.
- 3.23.2 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.
- 3.23.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.23.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.24 Process to be Confidential

- 3.24.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.24.2 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.
- 3.24.3 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.

3.25 Clarification of Tenders and Contacting KPLC

- 3.25.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.25.2 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.

- 3.25.3 Save as is provided in this paragraph and paragraph 3.24 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced..
- 3.25.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

3.26 Preliminary Evaluation and Responsiveness

- 3.26.1 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.
- 3.26.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.26.3 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.

3.27 Minor Deviations, Errors or Oversights

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

3.28 Technical Evaluation and Comparison of Tenders

- 3.28.1 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.
- 3.28.2 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.

3.29 Financial Evaluation

- 3.29.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be
- a) of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services.
 - b) deviations in Payment Schedule from that specified in the Special Conditions of Contract
- 3.29.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

3.30 Preferences

- 3.30.1 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.
- 3.30.2 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.
- 3.30.3 The threshold for the provision under 3.30.2 (b) shall be above fifty-one percent of Kenyan shareholders.
- 3.30.4 In the evaluation of tenders, exclusive preference shall firstly be given to citizen contractors where the amount of the tender as evaluated is below Ksh. 500 Million in respect of works, goods and services.
- 3.30.5 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.
- 3.30.6 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. Kenya Power reserves the right to subject the certificate to authentication.

3.31 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.

3.32 Confirmation of Qualification for Award

- 3.32.1 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.
- 3.32.2 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 3.13 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.
- 3.32.3 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.

3.33 Award of Contract

- 3.33.1 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.
- 3.33.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.34 Termination of Procurement Proceedings

- 3.34.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.34.2 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.

3.35 Notification of Award

- 3.35.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.

- 3.35.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.35.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.

3.36 Signing of Contract

- 3.36.1 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.
- 3.36.2 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.
- 3.36.3 KPLC shall sign and date the Contract in the period between 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 3.34.
- 3.36.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled, in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.36.5 Paragraph 3.34 together with the provisions of this paragraph 3.35 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.37.4.

3.37 Performance Security

- 3.37.1 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 Performance 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 Performance Security (Letters of Credit) provided in the Tender Document.

- 3.37.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.37.3 The Performance Security shall be the sum of one percent (1%) of the contract value. It shall be in the currency of the contract price.
- 3.37.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.37.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.37.6 Paragraph 3.38, 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.39.4.

3.38 Corrupt or Fraudulent Practices

- 3.38.1 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 any thing 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.*
- 3.38.2 KPLC will nullify its notification of award if it determines that the Tenderer recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.38.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement 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 Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	<i>Youth, Women and Persons with Disability</i>
2.	3.9 (e) Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least four (4) names with full contact as well as physical addresses of previous customers of similar services and letters from the previous customers confirming completion of the contracts on schedule.</i>
3.	3.13.2 (b) Documentary evidence of financial capability	<i>The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. (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>
4.	3.13.2 (c) and (d) Documents of evidence of eligibility	<i>Confidential Business questionnaire, copy of VAT Registration Certificate, Copy of PIN Registration certificate, KRA Tax Compliance certificate.</i>
5.	3.17 Tender securing declaration form	<i>Tenderer to ensure that the form is duly filled and signed.</i>
6.	3.35.2 Mode of Award of Contract	<i>The award shall be to the lowest evaluated bidder.</i>

SECTION IV - SCHEDULE OF REQUIREMENTS

Part A - Brief Schedule Of Services Required

FOR PROVISION OF CLEANING SERVICES FOR SUBSTATIONS
COMPANYWIDE TENDER NO.KP1/9AA-2/OT/83/HR/16-17

N/B: BIDDERS SHOULD QUOTE FOR A MAXIMUM OF THREE (3) REGIONS ONLY. SITE VISIT FORM IS AT THE LAST PAGE OF TENDER DOCUMENT.

This tender covers the provision of cleaning services for Substations Companywide.

The contract entails provision of the following:

- Substation cleaning and garbage collection and disposal.
- Provision of sanitary services
- External and internal cleaning of the compound.

The table below gives the minimum specifications for services to be provided. The tenderer is required to provide the clause by clause response to the specifications. The evaluation and award shall be based on a lot by lot basis

1. MINIMUM REQUIREMENTS FOR MATERIALS AND EQUIPMENTS

The materials and equipment provided must be adequate to provide the service required to the required standards and must be available and in use for the duration of the contract. The equipment must be maintained in good working order always. Tools and equipment shall but not limited to the following: -	
1	Materials to be used shall be submitted for approval prior to contract commencement
2	All herbicides, consumables or cleaning chemicals used during the duration of the contract MUST be approved by the Kenya Bureau of Standards
3	All contractors must abide by all Kenya Labour Laws and in Particular comply with all legal regulations relating to payment of wages to their employees (regulation of wages (general) amendment order 2013or subsequent amendments to it.
4	The winning bidders shall be required to provide certificates of good conduct from the relevant agencies for employees engaged to carry out these services
Consumables - Minimum requirements	
no	Item
1	Detergents
2	Stain Removers
3	Lining

4	Degreasers
5	Toilet Papers
6	Hand paper towels
7	Hand cleaners /Sanitizers
8	Disinfectants
9	Litter Bins in The washrooms
10	Automated Air fresheners (Consistent scent approved by the Client)
11	Toilet Balls
12	Herbicides
Minimum Tools and Equipment	
1	Mop Buckets
2	Aluminum Mop Handles
3	Round and Kentucky mops
4	Sewer Opening Rods
5	Window cleaners
6	Slashers
7	Broom/Hand brooms/ Makuti Brooms.
8	Jembe
9	Long handled brush
10	Yellow duster and white cleaning cloths
11	Ordinary dusters
12	Ladders
13	Feather Dusters
14	helmets, gloves and dust masks, ear plugs /muffs, safety
15	caution Signs
16	House keeper Trolleys / Detergent Basket
17	Two (2) sets of well fitted uniforms
18	Wheel Barrow
19	Gumboots
20	helmet

2. BILLS OF QUANTITIES

The bills of quantities for provision of cleaning services general areas should be read in conjunction with the instructions to tenderers, special conditions of the contracts and the schedule of cleaning activities for Manned substations, and Unmanned substations, switchyards and control rooms(no.3&4)

Bidders are only allowed to bid for a **MAXIMUM OF 3 LOTS**. The lots are classified into regions as below: -

LOT	REGION	CONTACT PERSON
Lot 1	Nairobi South	<i>Kahoro Wachira 0727410585</i>
Lot 2	Nairobi North	<i>Jeremiah Kinda 0722872238</i>
Lot 3	Nairobi West	<i>Robert Njoroge 0721286332</i>
Lot 4	Central Rift	<i>Gerald Kwedho 0724495955</i>
Lot 5	North Rift	<i>Henry Owiti-0721262982</i>
Lot 6	West Kenya	<i>Owen Munene 0723 627872</i>
Lot 7	Coast	<i>James Onsare 0721468878</i>
Lot 8	North Eastern	<i>Ali Yallow 0722788658</i>
Lot 9	South Nyanza	<i>Karita Fidelis 0722348486</i>
Lot 10	Mt Kenya	<i>Sosthene Cheruiyot 0722829370</i>

1: SUBSTATIONS COMPANYWIDE

1)The Manned transmission substations and manned distribution substations (control rooms) shall be cleaned **DAILY**

2)The unmanned transmission and unmanned distribution substations(Switchyards) are to be cleaned **TWICE A MONTH**

PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS - SUBSTATIONS				
(LOT 1) NAIROBI SOUTH, MANNED TRANSMISSION				
NO.	PREMISE	LOCATION	DESCRIPTION	SCOPE OF WORK
1.	Athi river substation	Near Portland cement	Manned substation	
LOT 1 NAIROBI SOUTH, UNMANNED TRANSMISSION				
2.	Dandora substation 220/132	Kayole along Kangundo road	unmanned	N/B: This substation requires exhauster services for 10,000 Litres
LOT 1 NAIROBI SOUTH, MANNED DISTRIBUTION				
3	Nairobi south 66/11kv	Donholm ibera africa	manned	
4	Mombasa rd 66/11kv	Near embakasi 220/132 kv	manned	N/B: This substation requires exhauster services for 10,000 Litres
5	Jevanjee 66/11 kv	Bus station	manned	
6	Kimathi 66/11kv	Kimathi estate	manned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

7	Kamorock 66/11kv	Kangundo rd	Manned	
8	Donholm sub-station	At City Stadium Round About	Manned Substation	
9	Nssf sub-station	Embakasi at nyayo estate, Gate B	Manned Substation	
10	Machakos sub-station	Along Machakos Road	Manned Substation	
11	New industrial area substation	Near Tetra pack round about, Industrial	Manned Substation	
12	Kiboko sub-station	KARI- Kiboko	manned Substation	
13	City centre 220/66kv	(under construction)	Manned substation	
14	Syokimau substation	In Athi river	manned Substation	N/B: This substation requires exhaust services for 10,000 Liters
15	Athi River 66/33/11 kV substation	At Athi River	Manned substation	
16	Villa Franca 66/11kV substation	Near Imara Dama off Msa Rd	Manned substation	NB. Has surface water drainage challenges. Main road water drains into ss.
17	New airport 66/11kv	Near JKIA	Unmanned	

LOT 1

NAIROBI SOUTH, UNMANNED DISTRIBUTION

18	Kajiado 33/11kv	Kajiado town	unmanned	
19	Epz athi river	kitengela	unmanned	
20	Portland athi river	EAPCC	unmanned	
21	Steel makers athi river	Athi river	unmanned	
22	Tororo cement athi river	Athi river	unmanned	
23	University way station	Near university of Nairobi library	unmanned	
24	Steel billet	Under renovation	unmanned	
25	Ruai sub-station	Along Kangundo Road	Unmanned Substation	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

26	Dara sub-station	Lusaka/Dunga Road	Unmanned sub-station	
27	Nyaga substation	Along Githuguri Ruiru Road, Ki – Michael area	unmanned Sub station	
28	Capital switching station	City centre near archives	unmanned	
29	City square switching station	Next to Electricity hse	unmanned	
30	Ngong hills 66kv	Near ngong town	unmanned	
31	Lukenya 66/11 2x23MVA	Mombasa Rd after Gulf Energy power producer	unmanned	
32	Tala 66/11 2x23MVA	Tala Town	unmanned	
33	Likoni Rd 66/11 2x45MVA	Likoni Rd.next to railway bridge crossing industrial area	unmanned	NB: Project to be commissioned by May 2017
34	Mtito Andei 132kV Reactor ss	Beyond Mtito Andei town	Unmanned	NB: Awaiting commissioning by April 2017

**LOT 2:
NAIROBI NORTH, MANNED DISTRIBUTION**

35	Westland's substation	Off Lower Kabete Rd-Westland's	manned Substation	
36	Gigiri sub station	UNEP road next to KSTTC	Manned sub station	
37	Ridgeways	Along Ridgeways	Manned sub stations	
38	Huruma substation	Juja Road next to Moi Forces Academy	Manned sub station	
39	Ruaraka substation	Roysambu	Manned	
40	Kitisuru 66/11kv	Gachie area	manned	
41	Cianda 66/11kv	Kiambu	manned	
42	Juja road substation	Juja rd	Manned	
43	Baba dodo 66/11kv	Baba dogo	manned	
44	Ruiru 66/33/11kv	Ruiru township	manned	
45	Thika rd 220/66kv	(under construction)	Manned substation	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

LOT 2

NAIROBI NORTH, UNMANNED DISTRIBUTION

46	Ruaraka Complex	kasarani	unmanned	
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LOT 3

NAIROBI WEST, MANNED DISTRIBUTION

47	Nairobi west, 66kv/11	Near south c shopping centre	manned	
48	kileleshwa 66/11 kv	kileleshwa	manned	
49	karen 66/11 kv	Magadi road	manned	
50	Matasia 66/11 kv	Magadi road	manned	
51	Kikuyu 66/11 kv	At kikuyu township	manned	
52	limuru 66/11 kv	At limiru depot	manned	
53	Magadi 66 kv	Magadi	manned	
54	Cathedral 66/11 kv	Laico regency	Manned	
55	Ngong rd 66/11kv	Near city mortuary	manned	

LOT 4

CENTRAL RIFT, MANNED TRANSMISSION-

56	Lanet	Along Nakuru – Nairobi Road	Manned	
57	Naivasha 132/33kv	Naivasha-Mai Mahuu Road	Manned	
58	Or power	Olkaria Hells gate national park	Manned	
59	Olkaria 1	Hells gate National Park	Manned	
60	Olkaria 2	Hells gate National Park	Manned	
61	Suswa 132/33kv - naivasha mai mahiu rd	Naivasha to Maimahiu Road	Manned	
62	Makutano 132/33kv - ravine	Eldoret nakuru rd	manned	
63	Soilo 132/33 kv - Nakuru	Kpc soilo	unmanFned	
64	Olkaria AU 220/11kv		unmanned	
65	Olkaria IV 220/11 kv		unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

**LOT 4:
CENTRAL RIFT, MANNED DISTRIBUTION**

66	Njoro 33/11kv - njoro	Njoro township,rd to egerton	manned	
67	Nakuru depot 33/11 kv - nakuru	Industrial area nakuru	manned	

**LOT 4:
CENTRAL RIFT, UNMANNED DISTRIBUTION**

68	Mwariki 33/11kv - nakuru	Near langa langa	unmanned	
69	Elbergon 33/11kv - elbergon	Elburgon town	unmanned	
70	Londiani 33/11kv - londiani	Londiani town	unmanned	
71	Matundura 33/11kv - naivasha	Kinangop	unmanned	
72	marula 33/11kv - marula	Next to Marula farm	unmanned	
73	Kihoto 33/11 - naivasha	Naivasha town	unmanned	
74	Narok 33/11kv - narok	Mai-mahiu Narok road	unmanned	
75	Subukia 33/11kv - subukia	Subukia	unmanned	
76	Kericho 33/11kv	Kericho depot	unmanned	
77	Kitco	Next to jamaji estate	unmanned	
78	Bomet 33/11kv	Bomet town	unmanned	
79	Kabarnet 33/11kv sub-station	Kabarnet township	unmanned	
80	Marigat 33/11kv sub-station	Marigat township	unmanned	
81	Mogogosiek	Bomet-litein rd	unmanned	
82	Kericho	Kericho kplc depot near kericho- Kisumu junction	unmanned	
83	Ahp(african highland produce)	Tea factory	unmanned	
84	Changoi	Changoi township	Unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

85	Litein	Sotik-chemosit rd litein town	unmanned	
86	Sotik 33/11kv	Chebilat town	unmanned	
87	Rongai 33/11 kv		unmanned	
88	Kabarnet 33/11 kv		unmanned	
89	Bahati 33/11 kv		unmanned	
90	Timboroa 33/11 kv		unmanned	

LOT 5

NORTH RIFT, MANNED TRANSMISION -

91	Eldoret 132kv- Rivatex	Next to rivatex		
92	Lessos 220/132/33kv	Lessos township	manned	

LOT 5:

NORTHRIFT UNMANNED DISTRIBUTION

93	Eldoret industrial 33/11kv sub-station	Kaptagat rd junction on eldoret-nakuru highway	unmanned	.
94	Moi barracks 33/11kv sub-station	Maili tisa junction,on eldoret-turbo rd	unmanned	
95	Kapenguria 33/11kv sub-station	Kapenguria township	unmanned	
96	Kapsabet 33/11kv sub-station	Before kapsabet/eldor et rd from lessos	unmanned	
97	Iten 33/11kv sub- station	Iten township	unmanned	
98	Kapsombeiywa 33/11kv sub-station	Next to Kapsombeiywa tea factory	unmanned	
99	Nandi 33/11kv sub- station	Tea estate Nandi hills lessos rd.	unmanned	
100	Cherangani 33/11kv sub-station	Cherangani township	unmanned	.
101	Kaplamai 33/11kv	Kaplamai	unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

	sub-station			
102	Chepkoleil 33/11kv	Opp university of Eldoret	unmanned	
103	Cheptongei 33/11kv	Marakwet	unmanned	
104	Eldoret depot	Eldoret depot	unmanned	
105	Elgon view 33/11kv	Elgon view estate	unmanned	
106	Kapsabet 33/11kv	Chebarbar	unmanned	
107	Kitale 33/11kv	Kitale town	unmanned	

LOT 6

WEST KENYA, MANNED TRANSMISSION

108	Sondu township,kenya power section	Kengen power station	Manned	
109	Muhoroni sub station	Along Kisumu-Kericho Rd	manned	
110	Musaga 132/33kv	Navakholo Musaga	manned	
111	Kisumu 132/33kv	Mambo Leo	manned	

LOT 6

WEST KENYA, UNMANNED TRANSMISSION

112	Mumias	Near mumias sugar co	unmanned	
113	Webuye 132/33kv	Opposite Panpaper mills	unmanned	

LOT 6

WEST KENYA UNMANNED DISTRIBUTION

114	obote rd substation	Obote rd kisumu	manned	
115	kisumu east	Nyamasaria-along nrb rd	manned	
116	Kisian	Junction bondo/busia rd,	unmanned	
117	Nyamninia	Kisumu-busia rd	unmanned	.
118	Siaya	Siaya township	unmanned	
119	Bumala	Kisumu busia rd,bumala	unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

		township		
120	Rwambwa	Rwambwa township	unmanned	
121	Busia	Kisumu-busia rd before busia township	unmanned	
122	Malakisi	Malakisi township	unmanned	
123	Sibembe 33/11kv	Near mumias sugar co	unmanned	
124	Butere	Butere township	unmanned	
125	Kakamega	Kakamega-kisumu rd	unmanned	
126	Ingotse	Ingotse township	unmanned	
127	Webuye 132/33kv	Near pan paper factory	unmanned	
128	Chavakali	Kapsabet/kak junction	unmanned	
129	Cheptulu	Chavakali-kapsabet rd,near kaimosi ttc	unmanned	
130	Miwani	Miwani sugar factory	unmanned	
131	Chemelil	Chemelil sugar factory		
132	Muhoroni 33/11kv	Kipsitet	unmanned	
133	Mumias 33/11kv	Shihale	unmanned	
134	Luanda33/11kv	Luanda	unmanned	
135	Ahero33/11kv	Opp Nyalenda Primary	unmanned	
136	Majengo33/11kv	Majengo	unmanned	
137	Kibos33/11kv	Kibos sugar	unmanned	.

LOT 7

COAST REGION, MANNED TRANSMISSION

138	Rabai 220/132/33kv	Control centre rabai	manned	.
139	New bamburi 132/33kv	Mwakinga,kie mbeni	unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

140	Kipevu 132/33kv	Kipevu powerstation	unmanned	
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**LOT 7
COAST REGION, UNMANNED TRANSMISSION**

141	Garsen 220/33kv	Near garsen township	manned	
142	Malindi 220/33kv	kakuyuni	manned	
143	Kilifi 132/33/11kv	Kilifi township,	unmanned	
144	Vipingo	Vipingo ridge	unmanned	
145	Samburu	Mombasa road	unmanned	
146	Manyani	Mombasa road	unmanned	
147	Maungu	Mombasa road	unmanned	
148	Mariakani	Next Mabati rolling mills	unmanned	
149	Sultan hamud	Mombasa road	unmanned	
150	Galu 132/33kv	Galu	unmanned	
151	Base titanium	Kilfi	unmanned	
152	Mombasa cement	Mombasa	unmanned	
153	Voi 132/33	Voi	unmanned	
154	Ulu	Ulu	unmanned	
155	Mabati rolling mills 132/33/11	Mariakani township	unmanned	
156	Hindi 220/33kv	Lamu	unmanned	
157	Top Steel Kenya Ltd (TSKL) 132kV	Mariakani SGR	unmanned	

**LOT 7
COAST REGION, MANNED DISTRIBUTION**

158	mbaraki 33/11kv	Mbaraki kplc depot, ganjoni area	manned	
159	Likoni 33/11kv	Near likoni ferry	manned	

**LOT 7
COAST REGION, UNMANNED DISTRIBUTION**

160	makande 33/11kv	Near Gate M kilindini port	unmanned	
161	Tononoka 33/11kv	Near tononoka	unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

		grounds		
162	Nyali 33/11kv	Nyali area near mamba village	Unmanned	
163	Shanzu 33/11kv	Near serena hotel,	unmanned	
164	Bamburi 33/11kv	Bamburi cement factory	unmanned	
165	Utange 33/11kv	Kiembeni-utange road	unmanned	
166	Kanamai 33/11kv	Malindi road	unmanned	
167	Kikambala 33/11kv	Near sun and sand hotel, north coast	unmanned	
168	Ribe 33/11kv	Mazeras-kaloleni rd	unmanned	.
169	Kuruwitu 33/11kv	Mombasa malindi road,kuruwitu area	unmanned	
170	Kpr (refinery) 33/11kv	Near KPRL factory	unmanned	.
171	Miritini 33/11kv	Mombasa-mariakani rd	unmanned	
172	Diani 33/11kv	Likoni-diani road near diani town	unmanned	
173	Mwambungo 33/11kv	Diani-lungalunga rd,mwambungo area	unmanned	.
174	M;sambweni 33/11kv	Diani-lungalunga rd,msambweni area	unmanned	.
175	Gede 33/11kv	Mombasa-malindi rd,gede township	unmanned	
176	Watamu 33/11kv	Watamu township	unmanned	.
177	Mpeketoni	Mpeketoni,lamu	unmanned	
178	Hola 33/11kv	Hola township	unmanned	
179	Lamu 33/11kv		unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

180	Mwatate 33/11kv	Mwatate township,taita taveta	unmanned	
181	Horo horo substation	Lunga lunga,Kenya Tanzania border	unmanned	
182	Maungu	Mombasa rd	unmanned	
183	Mariakani	Mariakani township	unmanned	
184	Lamu 220/33 kv	Lamu island	unmanned	

LOT 8

NORTH EASTERN UNMANNED TRANSMISSION

185	Gatundu west 132/33kv	Next to Kiganjo shopping centre	Unmanned	
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LOT 8

NORTH EASTERN, MANNED DISTRIBUTION

186	Maai Mahiu66/11kv	Mai Mahiu	Manned	
187	Thika depot 66/33/11kv	Along General Kango Road,	Manned	
188	Thika east 66/11 kv	Along Garissa Road, Within Makongeni Area	Manned	

LOT 8

NORTH EASTERN, UNMANNED DISTRIBUTION

189	Ndarugu	Ndarugu dam	unmanned	
190	Ndula33/11kv	Ndula shopping centre	unmanned	
191	Matuu 33/11kv	Matuu shopping centre	unmanned	
192	Gethu 33/11kv	Gethu	unmanned	
193	Kithyoko switching station	Garissa rd next to kithyoko shopping centre	unmanned	
194	Mukaa mukuu	Next to ndonyo	unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

	33/11kv	sabuk shopping centre		
195	Mang'u 132/66/11kv		unmanned	
196	Ngethu 33/11kv	Ngethu	Unmanned	
197	Kitui 33/11kv	Kitui town	Unmanned	
198	New lower Kabete 66/11kv	Lower Kabete	Unmanned	
199	Rironi 66/11kv	Rironi	Unmanned	
200	JKUAT 66/11KV	JKUAT, juja	Unmanned	
201	Mwingi 132/33KV	Mwingi town	Unmanned	
202	Githunguri 33/11kv	Githunguri	unmanned	
203	Uplands 33/11kv	uplands	unmanned	

LOT 9
SOUTH NYANZA, UNMANNED DISTRIBUTION

NO	PREMISE	LOCATION	DESCRIPTION	SCOPE OF WORK
204	Kisii	kisii	Unmanned	
205	Matutu	Matutu township, kisii-sotik rd	unmanned	
206	Keroka	Keroka town, kisii-sotik rd	unmanned	
207	Ikonge	Ikonge township chemosit-nyamira rd	unmanned	.
208	Kiamokama	Kiamokama tea factory	unmanned	
209	Homabay	Awendo town, kisii-migori rd	unmanned	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

210	Awendo	Awendo town,kisii migori town	unmanned	.
211	Gogo	Gogo PowerStation	unmanned	
212	Migori	Rongo-isebania rd,migori town	unmanned	
213	Oyugis	Kisii-kisumu rd	unmanned	.

LOT 10

MT KENYA REGION, UNMANNED DISTRIBUTION

NO.	PREMISE	LOCATION	DESCRIPTION	SCOPE OF WORK
214	Sagana town 33/11kv substation	Sagana town	Switch yard	
215	Kutus 33/11kv substation	kutus town	Switchyard	
216	Kerugoya 33/11kv substation	kerugoya town along kerugoya kutus road	Switch yard and relay room	
217	Githambo 33/11Kv	Next to githambo tea factory	Switch yard, control/relay room,	
218	Kangema 33/11KV substation	Kangema town	Switch yard, control/relay room, office space and 11kv indoor CB room	
219	Tana 11/66 substation	tana river brige	Switchyard, relay room	
220	Tana 11/33kv substation	tana river bridge	Switchyard, relay room	
221	Mwea 33/11kv substation	Embu – Nairobi road	Switch yard, control/relay room, office space and 11kv indoor CB room	
222	Murang`a 33/11KV substation	Murang`a town along muranga maragwa road	Switch yard and relay room	
223	Equatorial nut	maragwa	11kv metering breaker	
224	Makuyu 33/11 s/s	Makuyu along nyeri Nairobi road	Switchyard and relay room	
225	Karatina 33/11kv	Karatina town	Switchyard,	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

	substation		relay/control room	
226	Othaya 33/11 substation	Othaya town	Switchyard, relay/control room	
227	Ruring`u 33/11 s/s	nyeri along nyeri-karurumo road	Switchyard, relay/control room	
228	Mweiga 33/11 s/s	Mweiga along nyeri nyahururu road	Switchyard, relay/control room	
229	Kiganjo 132/33 s/s	Kiganjo along Kiganjo karatina	Switchyard, relay/control room	
230	Naromoru 33/11 s/s	Naromoru town	switchyard	
231	Isiolo 33/11 s/s	Isiolo town	switchyard	
232	Marsabit power station	marsabit town	Switchyard and control/relay room	
233	Laisamis power station	Laisamis along isiolo marsabit road	Switchyard and relay room	
234	Moyale 33/11s/s and power station	Moyale town	Switchyard and relay room	
235	Kamburu 11/132kv substation	At Kamburu power station	Switch yard	
236	Kamburu 132/33kv substation	At Kamburu power station		
237	masinga 11/132kv substation	At Masinga power station	Switch yard	
238	kindaruma 11/132kv substation	At Kindaruma power station	Switch yard	
239	kiambere 11/220kv substation	At Kiambere power station	Switch yard	
240	Embu east 33/11kv substation	Kivaa – Embu road	Switch yard, control/relay room, office space and 11kv indoor CB room	
241	Kyeni 33/11kv substation	Near Kyeni mission hospital	Switch yard	
242	Marima 33/11kv	Chuka – Meru	Switchyard,	

**PREMISES DESCRIPTION AND SUMMARY OF CLEANING SPECIFICATIONS
- SUBSTATIONS**

	substation	road	relay/control room	
243	Nyahururu 33/11kv	Nyahururu township	unmanned	
244	Rumuruti 33/11kv - rumuruti	Rumuruti	unmanned	
245	Maralal 33/11kv - maralal	Maralal town	unmanned	
246	Baragoi 33/11kv – baragoi	Baragoi	unmanned	
247	Githambo substation	Githambo	unmanned	
248	Murang’a 33/11kv	Muranga	unmanned	

**3. SCHEDULE OF CLEANING ACTIVITIES – MANNED TRANSMISSION
AND DISTRIBUTION SUBSTATIONS CONTROL ROOMS.**

SCHEDULE OF CLEANING ACTIVITIES - MANNED SUBSTATIONS			INDICATE YES OR NO
NO.	CLEANING ACTIVITIES	MINIMUM FREQUENCY	
	DAILY ACTIVITIES		
1	Cleaning, mopping, wiping and sweeping of the switch rooms of concrete screed and paved areas. To be included are the panels, fence pillars, low-level walls, embankments, lower ground floor, external gate house, pavement parking, covered parking, etc.	once everyday	
2	Dusting and wiping of all office furniture including desks, telephone headset, computer monitor, keyboards, CPUs, printers, fax machines, dustbins etc. and all window sills and low level partitions	once every day	
3	Mopping of all PVC/screed/terrazzo / ceramic floors	Twice everyday	
4	Cleaning and washing of fire exit	once everyday	
5	Chairs – Dust every morning	once every day	
6	Doors and Door Handles: To be cleaned daily ensuring they are dry and dusts free.	once every day	

SCHEDULE OF CLEANING ACTIVITIES - MANNED SUBSTATIONS			INDICATE YES OR NO
7	Standard Ceramic fixtures: Basins Sinks and Urinals-Clean and disinfect twice daily including flush handles and taps.	once every day	
8	provision of 2 ply premium quality toilet paper rolls in each closet	replenish as and when required	
9	Emptying of dustbins	Empty dustbins daily	
10	Washing of toilets areas, ie toilet floors and sanitary ware, mirrors and wall tiles	Twice a day	
11	Collection and disposal of all wet and dry garbage from offices to designated collection area	Twice a day	
12	Provision of hand cleaner water based - dispenser friendly Gel type.	replenish as and when required	
13	Restricted areas - to be cleaned in the presence of KPLC staff	once everyday	
THREE TIMES A WEEK			
14	Cleaning and washing of garbage disposal room/ area	three times a week	
15	Dusting and disinfecting of all office furniture including desks, telephone headset, computer monitor, keyboards, CPUs, printers, fax machines, dustbins etc. and all window sills and low level partitions	once every two (2) days	
WEEKLY			
16	Cleaning and disinfecting all dustbins	Once every week	
17	Cleaning of roof and storm drains, down pipe, manholes including those outside the perimeter wall, sweeping externally	once every week	
18	Roofs: Remove all dust/mud and any debris from the drainage surfaces (gutters and down pipes) ensuring that all the gratings are opened to allow free flow of water.		
19	Tending to plants, grass & flowers including cutting, pruning, weeding (inside and within the substation)	once every week	
20	Soak toilets and sinks with approved detergent	Once a week	
21	Applying urinal moth balls to all urinals	Four balls per urinal per week	
22	Door Mats -To be cleaned weekly in dry weather and daily in wet season ensuring they are dry and dust free.	once per week	
23	Ensure oil and grease stains are removed using special detergents ie in the workshops	once weekly	
24	Remove and clean cobwebs everywhere in the compound including street lights interior walls and exterior walls using appropriate equipment.	once weekly	
25	Walls: Clean weekly removing all stains and dust, scrub all ceramic fitting with stain removers.	once weekly	
26	Clean all direction signs, signage, notice boards	once weekly	

SCHEDULE OF CLEANING ACTIVITIES - MANNED SUBSTATIONS			INDICATE YES OR NO
27	Cleaning of windows	once weekly	
	MONTHLY		
28			
29	Install automated air fresheners in all washrooms and replenish (sample to be approved by Client).	twice a month	
30	Hand pulling of weeds before weeds spray.	Once a month	
31	Remove weeds from inside the yard and fence	Once a month	
32	Cleaning and washing of roof and storm drains and manholes. And application of drain cleaner to eliminate foul smell.	Once monthly	
33	Remove all dust/mud and any debris from the drainage surfaces (gutters and down pipes) ensuring that all the gratings are opened to allow free flow of water.	Once a month	
34	Clearing the vegetation creeping onto the boundary wall (electric fence)	Once a month	
	ONCE EVERY THREE MONTHS		
35	shampoo Chairs with appropriate detergent the fabric covered seats once every three months	once every three months	
36	Cleaning and washing of external walls	once every three months	
37	Emptying of septic tanks - where applicable	minimum 3 times a year	
MANDATORY CONDITION			
38	Liaising with County Government to have all accumulated garbage/refuse collected and carted away from building		
39	Contractor MUST provide protective clothing to the workers such as: - gloves, overalls, helmets and gumboots.		
40	The staff shall at all times while within the premises of KPLC, be clean and in well maintained uniforms in order to preserve the values and good image of KPLC.		
41	The contractor shall ensure that the staff is properly identifiable by badges at all times		
42	The contractor shall provide warning signs, approved by KPLC alerting KPLC employees and customers of impending danger where appropriate slippery, wet floor and cleaning in progress		
43	All washrooms should be manned continuously through the day		
44	Premises that have operations of 24/7 should be manned 24/7 and provision of detergents and materials availed 24/7		
45	All washrooms should be manned continuously through the day		

SCHEDULE OF CLEANING ACTIVITIES - MANNED SUBSTATIONS			INDICATE YES OR NO
46	<i>* Before taking over the work, all working tools mentioned will be checked.</i>		
TIME SCHEDULED TO BE ADHERED TO			
47	All offices and control rooms should be ready by 7;30am		
48	2 nd mopping of offices should be done between 12.30pm and 1.45pm		

4. SCHEDULE OF CLEANING ACTIVITIES – UNMANNED TRANSMISSION AND DISTRIBUTION SUBSTATIONS -SWITCHYARDS

SCHEDULE OF CLEANING ACTIVITIES - UNMANNED SUBSTATIONS AND SWITCHYARDS.			INDICATE YES OR NO
NO	CLEANING ACTIVITIES	MINIMUM FREQUENCY	
1.	Dusting and wiping of the walls, removal of the cobwebs inside the control rooms, clean and wipe window sills and low level partitions	Once in two month	
2.	Restricted areas - to be cleaned in the presence of KPLC staff	Once in two month	
3.	Hand pulling of weeds before weeds spray with chemicals. The chemicals used should prevent land fertility in the yards and wont degrade the existing copper ear thing conductors	Once in two month	
4.	Remove weeds from inside the yard and fence	Once in two month	
5.	Cleaning and washing of roof and storm drains and manholes. And application of drain cleaner to eliminate foul smell.	Once in two month	
6.	Remove all dust/mud and any debris from the drainage surfaces (gutters and down pipes) ensuring that all the gratings are opened to allow free flow of water.	Once in two month	

7.	Clearing the vegetation creeping onto the boundary wall (electric fence)	Once in two month	
8.	Liaising with County Government to have all accumulated garbage/refuse collected and carted away from building	Once in two month	
MANDATORY CONDITION			
9	Liaising with County Government to have all accumulated garbage/refuse collected and carted away from building		
10	Contractor MUST provide protective clothing to the workers such as: - gloves, overalls, helmets and gumboots.		
11	The staff shall at all times while within the premises of KPLC, be clean and in well maintained uniforms in order to preserve the values and good image of KPLC.		
12	The contractor shall ensure that the staff is properly identifiable by badges at all times		
13	The contractor shall provide warning signs, approved by KPLC alerting KPLC employees and customers of impending danger where appropriate slippery, wet floor and cleaning in progress		

SECTION VI - SUMMARY OF RATES AND PRICES

The specific assignments for worker's deployment are as tabulated below: -

NO	ASSIGNMENT		NO. OF WORKERS	RATE (KSH) PER MONTH VAT INCLUSIVE
LOT 1 NAIROBI SOUTH				
1.	Athi river substation	Daily	5	
2	Dandora substation	Twice a month	2	
3	Nairobi south	Daily	5	
4	Mombasa rd 66/11kv	Daily	5	
5	Jevanjee 66/11kv	Daily	4	
6	Kimathi 66/11kv	Daily	2	
7	KOmarock 66/11kv	Daily	3	
8	Donholm substation	Daily	5	
9	NSSF Substation	Daily	2	

NO	ASSIGNMENT		NO. OF WORKERS	RATE (KSH) PER MONTH VAT INCLUSIVE
10	Machakos substtaion	Daily	2	
11	New industrial area	Daily	3	
12	Kibokosubstation	Daily	3	
13	City centre 220/66jv	Daily	2	
14	Syokimau substation	Daily	2	
15	Athi river 66/33/11kv	Daily	2	
16	Villa franca	Daily	2	
17	New airport 66/11kv	Twice a month	3	
18	Kajiado 33/11kv	Twice a month	3	
19	Epz athi river	Twice a month	3	
20	Portland athi river	Twice a month	3	
21	Steel makers athi river	Twice a month	3	
22	Tororo cemnt athi river	Twice a month	3	
23	University way station	Twice a month	3	
24	Steel billet	Twice a month	3	
25	Ruai substation	Twice a month	3	
26	Dara substation	Twice a month	3	
27	Nyaga substaion	Twice a month	3	
28	Capital switching station	Twice a month	3	
29	City square switching station	Twice a month	3	
30	Ngong hills 66kv	Twice a month	3	
31	Lukenya 66/11kv	Twice a month	3	
32	Tala 66/11kv 2x23mva	Twice a month	3	
33	Likoni rd 66/11 2x45 MVA	Twice a month	3	
34	Mtito Andei 132kv	Twice a month	3	
LOT 2 NAIROBI NORTH				
35	Westlands substation	Daily	2	
36	Gigiri substation	Daily	2	
37	Ridgeways substation	Daily	2	
38	Huruma substation	Daily	2	
39	Ruaraka substation	Daily	2	
40	Kitisuru substation	Daily	2	
41	Cianda 66/11kv	Daily	2	
42	Juja rd subsattion	Daily	2	
43	Baba dogo 66/11kv	Daily	2	
44	Ruiru 66/33kv	Daily	2	
45	Thika rd 220/66kv	Daily	2	
46	Ruaraka complex	Twice a month	1	
LOT 3 NAIROBI WEST REGION				
47	Nairobi west 66/11kv	Daily	2	
48	Kileleshwa 66/11kv	Daily	2	

NO	ASSIGNMENT		NO. OF WORKERS	RATE (KSH) PER MONTH VAT INCLUSIVE
49	Karen 66/11kv	Daily	2	
50	Matasia 66/11kv	Daily	2	
51	Kikuyu 66/11kv	Daily	2	
52	Limuru 66/11kv	Daily	2	
53	Magadi 66kv	Daily	2	
54	Cathedral 66/11kv	Daily	2	
55	Ngong rd 66/11kv	Daily	2	
LOT 4 CENTRAL RIFT REGION				
56	Lanet	Daily	3	
57	Naivasha 132/33kv	Daily	3	
58	Or power	Daily	3	
59	Olkaria 1	Daily	3	
60	Olkaria 2	Daily	3	
61	Suswa 132/kv	Daily	3	
62	Makutano 132/33kv	Daily	3	
63	Soilo 132/33kv	Twice a month	2	
64	Olkaria AU 220/11KV	Twice a month	2	
65	Olkaria IV 220/11KV	Twice a month	2	
66	Njoro 33/11kv	Daily	2	
67	Nakuru depot 33/11kv	Daily	2	
68	Mwariki 33/11kv	Twice a month	2	
69	Elburgon 33/11kv	Twice a month	2	
70	Londiani 33/11kv	Twice a month	2	
71	Matundura 33/11kv	Twice a month	2	
72	Marula 33/11kv	Twice a month	2	
73	Kihoto 33/11kv	Twice a month	2	
74	Narok 33/11kv	Twice a month	2	
75	Subukia 33/11kv	Twice a month	2	
76	Kericho 33/11kv	Twice a month	2	
77	Kitco	Twice a month	2	
78	Bomet 33/11kv	Twice a month	2	
79	Kabarnet 33/11kv	Twice a month	2	
80	Marigat 33/11kv	Twice a month	2	
81	Mogogosiek	Twice a month	2	
82	Kericho	Twice a month	2	
83	Ahp(African highland produce)	Twice a month	2	
84	Changoi	Twice a month	2	
85	Litein	Twice a month	2	
86	Sotik 33/11kv	Twice a month	2	
87	Rongai 33/11kv	Twice a month	2	
88	Kabarnet 33/11kv	Twice a month	2	

NO	ASSIGNMENT		NO. OF WORKERS	RATE (KSH) PER MONTH VAT INCLUSIVE
89	Bahati 33/11kv	Twice a month	2	
90	Timboroa 33/11 kv	Twice a month	2	
LOT 5 NORTH RIFT REGION				
91	Eldoret 132kv-rivatex	Twice a month	3	
92	Lessos 220/132/33kv	Twice a month	3	
93	Eldoret industrial 33/11kv sub-station	Twice a month	2	
94	Moi barracks 33/11kv sub-station	Twice a month	2	
95	Kapenguria 33/11kv sub-station	Twice a month	2	
96	Kapsabet 33/11kv sub-station	Twice a month	2	
97	Iten 33/11kv sub-station	Twice a month	2	
98	Kapsombeiywa 33/11kv sub-station	Twice a month	2	
99	Nandi 33/11kv sub-station	Twice a month	2	
100	Cherangani 33/11kv sub-station	Twice a month	2	
101	Kaplamai 33/11kv sub-station	Twice a month	2	
102	Chepkoiel 33/11kv	Twice a month	2	
103	Cheptongei 33/11kv	Twice a month	2	
104	Eldoret depot	Twice a month	2	
105	Elgon view 33/11kv	Twice a month	2	
106	Kapsabet 33/11kv	Twice a month	2	
107	Kitale 33/11kv	Twice a month	2	
LOT 6 WEST KENYA REGION				
108	Sondu township, Kenya power station	Daily	5	
109	Muhoroni substation	Daily	4	
110	Musaga 132/33kv	Daily	3	
111	Kisumu 132/33kv	Daily	3	
112	Mumias	Twice a month	2	
113	Webuye	Twice a month	2	
114	Obote rd substation	Daily	3	
115	Kisumu east	Daily	3	
116	Kisian	Twice a month	2	
117	Nyamninia	Twice a month	2	
118	Siaya	Twice a month	2	
119	Bumala	Twice a month	2	
120	Rwambwa	Twice a month	2	
121	Busia	Twice a month	2	

NO	ASSIGNMENT		NO. OF WORKERS	RATE (KSH) PER MONTH VAT INCLUSIVE
122	Malakisi	Twice a month	2	
123	Sibembe 33/11kv	Twice a month	2	
124	Butere	Twice a month	2	
125	Kakamega	Twice a month	2	
126	Ingotse	Twice a month	2	
127	Webuye 132/33kv	Twice a month	2	
128	Chavakali	Twice a month	2	
129	cheptulu	Twice a month	2	
130	Miwani	Twice a month	2	
131	Chemelil	Twice a month	2	
132	Muhoroni 33/11kv	Twice a month	2	
133	Mumias 33/11kv	Twice a month	2	
134	Luanda 33/11kv	Twice a month	2	
135	Ahero 33/11kv	Twice a month	2	
136	Majengo 33/11kv	Twice a month	2	
137	Kibos 33/11kv	Twice a month	2	
LOT 7 COAST REGION				
138	Rabai 220/132/33kv	Daily	4	
139	New bamburi 132/33kv	Twice a month	2	
140	Kipevu 132/33kv	Twice a month	2	
141	Garsen 220/33kv	Twice a month	2	
142	Malindi 220/33kv	Twice a month	2	
143	Kilifi 132/11kv	Twice a month	2	
144	Vipingo	Twice a month	2	
145	Samburu	Twice a month	2	
146	Manyani	Twice a month	2	
147	Maungu	Twice a month	2	
148	Mariakani	Twice a month	2	
149	Sultan Hamud	Twice a month	2	
150	Galu 132/33kv	Twice a month	2	
151	Base titanium	Twice a month	2	
152	Mombasa cement	Twice a month	2	
153	Voi 132/33	Twice a month	2	
154	Ulu	Twice a month	2	
155	Mabati rolling mills	Twice a month	2	
156	Hindi 220/33kv	Twice a month	2	
157	Top steel Kenya Ltd	Twice a month	2	
158	Mbaraki 33/11kv	Daily	4	
159	Likoni 33/11kv	Daily	3	
160	Makande 33/11kv	Twice a month	2	
161	Tononoka 33/11kv	Twice a month	2	
162	Nyali 33/11kv	Twice a month	2	
163	Shanzu 33/11kv	Twice a month	2	

NO	ASSIGNMENT		NO. OF WORKERS	RATE (KSH) PER MONTH VAT INCLUSIVE
164	Bamburi 33/11kv	Twice a month	2	
165	Utange 33/11kv	Twice a month	2	
166	Kanamai 33/11kv	Twice a month	2	
167	Kikambala 33/11kv	Twice a month	2	
168	Ribe 33/11kv	Twice a month	2	
169	Kuriwitu	Twice a month	2	
170	KPR(Refinery 33/11kv	Twice a month	2	
171	Miritini 33/11kv	Twice a month	2	
172	Diani 33/11kv	Twice a month	2	
173	Mwambungo	Twice a month	2	
174	Msambweni 33/11kv	Twice a month	2	
175	Gede 33/11kv	Twice a month	2	
176	Watamu 33/11kv	Twice a month	2	
177	Mpeketoni	Twice a month	2	
178	Hola 33/11kv	Twice a month	2	
179	Lamu 33/11kv	Twice a month	2	
180	Mwatate 33/11kv	Twice a month	2	
181	Horohoro substation	Twice a month	2	
182	Maungu	Twice a month	2	
183	Mariakani	Twice a month	2	
184	Lamu 220/33kv	Twice a month	2	
LOT 8 NORTH EASTERN REGION				
185	Gatundu west	Twice a month	2	
186	Maai Mahiu 66/11kv	Daily	3	
187	Thika depot 66/11kv	Daily	3	
188	Thika east 66/11kv	Daily	3	
189	Ndarugu	Twice a month	2	
190	Ndula33/11kv	Twice a month	2	
191	Matuu 33/11kv	Twice a month	2	
192	Gethu 33/11kv	Twice a month	2	
193	Kithyoko switching station	Twice a month	2	
194	Mukaa mukuu 33/11kv	Twice a month	2	
195	Mangu 132/66/11kv	Twice a month	2	
196	Ngethu 33/11kv	Twice a month	2	
197	Kitui 33/11kv	Twice a month	2	
198	New lower Kabete66/11kv	Twice a month	2	
199	Rironi 66/11kv	Twice a month	2	
200	JKUAT 66/11KV	Twice a month	2	
201	Mwingi 132/33KV	Twice a month	2	
202	Githunguri 33/111kv	Twice a month	2	
203	Uplands 33/11kv	Twice a month	2	
LOT 9 SOUTH NYANZA REGION				
204	Kisii	Twice a month	2	

NO	ASSIGNMENT		NO. OF WORKERS	RATE (KSH) PER MONTH VAT INCLUSIVE
205	Matutu	Twice a month	2	
206	Keroka	Twice a month	2	
207	Ikonge	Twice a month	2	
208	Kiamokama	Twice a month	2	
209	Homabay	Twice a month	2	
210	Awendo	Twice a month	2	
211	Gogo	Twice a month	2	
212	Migori	Twice a month	2	
213	Oyugis	Twice a month	2	
LOT 10 MOUNT KENYA REGION				
214	Sagana town 33/11kv substation	Twice a month	2	
215	Kutus 33/11kv substation	Twice a month	2	
216	Kerugoya 33/11kv substation	Twice a month	2	
217	Githambo 33/11KV substation	Twice a month	2	
218	Kangema 33/11KV substation	Twice a month	2	
219	Tana 11/66 substation	Twice a month	2	
220	Tana 11/33kv substation	Twice a month	2	
221	Mwea 33/11kv substation	Twice a month	2	
222	Murang`a 33/11KV substation	Twice a month	2	
223	Equatorial nut	Twice a month	2	
224	Makuyu 33/11 s/s	Twice a month	2	
225	Karatina 33/11kv substation	Twice a month	2	
226	Othaya 33/11 substation	Twice a month	2	
227	Ruring`u 33/11 s/s	Twice a month	2	
228	Mweiga 33/11 s/s	Twice a month	2	
229	Kiganjo 132/33 s/s	Twice a month	2	
230	Naromoru 33/11 s/s	Twice a month	2	
231	Isiolo 33/11 s/s	Twice a month	2	
232	Marsabit power station	Twice a month	2	
233	Laisamis power station	Twice a month	2	
234	Moyale 33/11s/s and power station	Twice a month	2	
235	Kamburu 11/132kv substation	Daily	3	
236	Kamburu 132/33kv substation	Daily	3	
237	masinga 11/132kv substation	Daily	3	
238	kindaruma 11/132kv substation	Daily	3	
239	kiambere 11/220kv substation	Daily	3	
240	Embu east 33/11kv substation	Twice a month	2	
241	Kyeni 33/11kv substation	Twice a month	1	
242	Marima 33/11kv substation	Twice a month	1	

NO	ASSIGNMENT		NO. OF WORKERS	RATE (KSH) PER MONTH VAT INCLUSIVE
243	Nyahururu 33/11kv	Twice a month	1	
244	Rumuruti 33/11kv	Twice a month	1	
245	Maralal 33/11kv	Twice a month	1	
246	Baragoi 33/11kv	Twice a month	1	
247	Githambo	Twice a month	1	
248	Muranga 33/11kv	Twice a month	1	

Date:

Tender Number and Name:

To:

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

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide(*insert services description*) for the sum of.....(*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer

Name and Designation of authorised person signing the Tender

Signature of authorised person signing the Tender

Stamp of Tenderer

SECTION VI - EVALUATION CRITERIA

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

6.1 Part 1 - Preliminary Evaluation Under Paragraph 3.26 of the ITT. These are mandatory requirements. This shall include confirming submission of the following: -

- 6.1.1 *Tender Securing Declaration Form in the prescribed format.*
- 6.1.2 *Registration with the national treasury or the respective County treasury with in which they operate*
- 6.1.3 *Company or Firm's Registration Certificate*
- 6.1.4 *PIN Certificate.*
- 6.1.5 *Valid Tax Compliance Certificate*
- 6.1.6 *The youth, persons with disabilities and women to provide the four referees from their manufacturer.*
- 6.1.7 *Declaration Form(s) duly completed and signed.*
- 6.1.8 *Tender Form duly completed and signed.*
- 6.1.9 *That the Tender is valid for the period required.*
- 6.1.10 *The Confidential Business Questionnaire and considering whether: -*
 - a) *is fully filled.*
 - b) *details correspond to the related information in the bid.*
 - c) *the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*
- 6.1.11 *the Certificate of Confirmation of Directors (CR12)*
- 6.1.16 *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.*

Tenders will proceed to the Technical Evaluation Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.26

6.2 Part II – Technical Evaluation and Comparison of Tenders Under Paragraph 3.28 of the ITT. These are mandatory requirements.

- a) *Submitted with the Tender –*
 - (i) *Commentary of Compliance to the Details of Service.*
 - (ii.) *Any other details required of the Tender.*

6.2.1 Detailed Evaluation

6.2.2.1 Tenderers shall be expected to indicate full compliance to Details of Service.

6.2.2.2 Evaluation of Demonstration of ability of the offered service, to comply with the Details of Service (where required).

7.2 Part II - Technical Evaluation under clause 3.41 of the ITT. It will include the following stages: -

(i) Detailed Evaluation – Technical (A)

Tenderers shall be expected to indicate full compliance to Details of Service.

The following criteria will be used in the evaluation of all potential suppliers. The documents and information submitted will be evaluated for suitability and awarded marks which will contribute to a maximum **100% of the total tender evaluation**.

- **Bidders who score less than 70 marks shall not be considered for further financial evaluation and shall be considered to have failed to meet the cut off (70) Marks for**

Description of Criteria(A)	Maximum Score
Company Profile Suitability of Service Provider	25
Staff Competency Profiles Qualification of Key Staff and Capacity to deliver goods/service	10
Tools and equipments	25
Experience	20
Reputation	20
Total Score	100

7.2.1 (A) TECHNICAL EVALUATION

	<i>Item</i>	<i>Score (s)</i>	<i>Score Rating</i>	
1	<i>Company profile</i>			
<i>a</i>	<i>Provide Evidence of registration with the relevant government body i.e., Registrars of companies, Kenya revenue authority, state law and NEMA certificate.</i>	<i>10</i>	<i>yes</i>	<i>No</i>
<i>b</i>	<i>Provide evidence of relevant, current and valid insurance covers e.g. workman's compensation, fidelity, public liability and all risks</i>	<i>15</i>	<i>yes</i>	<i>No</i>
	<i>Total</i>	<i>25</i>		
2	<i>Staff Competency profiles.</i>			
<i>a</i>	<i>Provide number of experience of key personnel to be involved in the project. Bidder to submit list.</i>	<i>10</i>	<i>yes</i>	<i>No</i>
	<i>Total</i>	<i>10</i>		
3	<i>Tools and equipment's</i>			
	<i>Provide the list of herbicides and detergents to be used.</i>	<i>25</i>		
	<i>Total</i>	<i>25</i>		
4	<i>Experience</i>			
<i>a.</i>	<i>State number of years of experience in provision of cleaning services in high voltage switchyards.</i>	<i>20</i>	<i>yes</i>	<i>No</i>
	<i>Total</i>	<i>20</i>		
5	<i>Reputation</i>			
<i>b</i>	<i>Submit letters of reference from three Organizations /corporate clients except KPLC. Indicate type of services rendered, value of contracts, contact persons - address and telephone numbers. (3 Marks)</i>	<i>20</i>	<i>yes</i>	<i>No</i>
	<i>Total</i>	<i>20</i>		
	Grand total	100		

6.3 Part III – Financial Evaluation Criteria Under Paragraph 3.31 of the ITT. These are mandatory requirements.

6.3.1 This will include the following: -

- a) *Confirmation of and considering Price Schedule duly completed and signed.*
- b) *Checking that the Tenderer has quoted prices based on all costs including duties and taxes*
- c)* *Checking submission of audited financial statements required which must be those that are reported within eighteen (18) calendar months of the date of the tender document.*
- d) *Conducting a financial comparison, including conversion of tender currencies into one common currency,*
- e) *Taking into account the cost of any deviation(s) from the tender requirements,*
- f) *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-*
 - a) *Declared maximum value of business*
 - b) *Shareholding and citizenship for preferences where applicable.*
- g) *Apply Exclusive margin of preference, where applicable as per Clause 3.30 of the tender document*

6.3.2 Confirming the following: -

6.3.2.1 that the Supplier's offered Delivery Schedule meets KPLC's requirements.

6.3.2.2 that the Supplier's offered Terms of Payment meets KPLC's requirements.

6.4 The Successful Tenderers shall be the lowest evaluated bid price.

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate prevailing 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 services it offers to provide.
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.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

Clause No.	Headings	Page No.
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SECTION VII – GENERAL CONDITIONS OF CONTRACT

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

7.1 Definitions

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

- a) *“Day” means calendar day and “month” means calendar month.*
- b) *“The Contract” means the agreements entered into between KPLC and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- c) *“The Contract Price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.*
- d) *“The Services” means services or art thereof to be provided by the Contractor and includes all of the materials and incidentals, which the Contractor is required to perform and provide to KPLC under the contract.*
- e) *“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).*
- f) *“The Contractor” means the individual or firm providing the services under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.*
- g) *Wherever used in the contract, “performance” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services have been performed in accordance with the Contract and where KPLC does not signify its approval to the Contractor, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of documented completion of performance of the service.*
- h) *Supplier Rating Performance Scheme (SPRS) means the continuous evaluation of the Supplier's performance of the contract based on the*

parameters of timely delivery, quality of service, frequency of communication, timely response, innovation, dispute resolution.

7.2 Application

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

7.3 Standards

The Services supplied under this contract shall conform to the standards mentioned in the Details of Service.

7.4 Supplier Performance Rating Scheme

- 7.4.1 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.
- 7.4.2 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.
- 7.4.3 KPLC shall consider the Supplier's overall performance at the end of the performance period.
- 7.4.4 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.
- 7.4.5 The SPRS measures shall be according to Supplier Performance Rating Form in Section XXVI
- 7.4.6 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.

7.5 Use of Contract Documents and Information

- 7.5.1 The Contractor shall not, without KPLC's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.
- 7.5.2 The Contractor shall not, without KPLC's prior written consent, make use of any document or information enumerated in clause 7.4.1 above.
- 7.5.3 Any document, other than the contract itself, enumerated in clause 7.4.1 shall remain the property of KPLC and shall be returned (including all copies) to KPLC

on completion of the Contractor's performance under the contract if so required by KPLC.

7.6 Patent Rights

The Contractor shall indemnify KPLC against all third party claims of infringement of patent, trademark, or industrial design rights arising from provision of the services or any part thereof.

7.7 Performance Security

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

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

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

7.7.3 The Performance Security shall be the sum of one percent (1%) of the contract price. It shall be in the currency of the contract price.

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

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

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

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

information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.

- 7.7.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

7.8 Inspection and Tests

- 7.8.1 KPLC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.
- 7.8.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.8.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 7.8.4 Should any inspected or tested services fail to conform to the specifications, KPLC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.
- 7.8.5 KPLC's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KPLC or its representative(s) prior to the services performance / delivery.
- 7.8.6 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPLC.
- 7.8.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

7.9 Packaging and Labelling

- 7.9.1 Where applicable, the Contractor shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

- 7.9.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.
- 7.9.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.9.4 The materials and equipment shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 7.9.5 The Contractor shall enclose a packing list in each package and all documents relating to the Order shall show the Tender reference number and name against the items or package indicating the supplier or supplier's agent as the consignee.

7.10 Delivery and Documents for Materials/ Equipment

- 7.10.1 Where applicable, delivery of the materials/ equipment shall be made by the Contractor to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements or as may be otherwise indicated.
- 7.10.2 The Contractor shall notify KPLC of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -
 - a) *Contractor's invoice showing the materials/ equipment description, quantity, unit price and total price*
 - b) *Delivery note*
 - c) *Packing list identifying contents of each package*
- 7.10.3 It is the responsibility of the Contractor to ensure that the delivery documents are received by KPLC at the designated delivery point at the time of delivery.

7.11 Insurance

- 7.11.1 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.
- 7.11.2 The Contractor shall (*except in respect to losses, injuries or damage resulting from any act or neglect of KPLC*) indemnify and keep indemnified KPLC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.12 Payment

- 7.12.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 7.12.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.
- 7.12.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–
- a) *Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.*
 - b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
 - c) *The maximum number of extensions and amendments shall be limited to two (2).*
 - d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*
 - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
 - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
 - g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.*
 - h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*
- 7.12.4 KPLC shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for any decline.

7.13 Interest

Interest payment by KPLC is inapplicable in the contract.

7.14 Prices

- 7.14.1 Subject to clause 7.15 herein below, prices charged by the Contractor for services performed under the contract shall be fixed for the period of the contract with no variations.
- 7.14.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

7.15 Variation of Contract

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

- a) *the quantity variation of services shall not exceed twenty percent (20%) of the original contract quantity.*
- b) *The cumulative value variation shall not exceed twenty five percent (25%) of the original contract value.*
- c) *the quantity variation must be executed within the period of the contract.*

7.16 Assignment

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

7.17 Subcontracts

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

7.18 Termination of Contract

- 7.18.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -
- a) *if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KPLC.*
 - b) *if the Contractor fails to perform any other obligation(s) under the contract.*

- c) *if the Contractor, in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- d) *by an act of force majeure.*
- e) *if the Contractor becomes insolvent or bankrupt*
- f) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- g) *if the Contractor abandons or repudiates the Contract.*

7.18.2 In the event that KPLC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Contractor shall be liable to KPLC for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPLC.

7.18.3 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

7.18.4 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

7.19 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

7.20 Warranty

7.20.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.

- 7.20.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.
- 7.20.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.20.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.
- 7.20.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

7.21 Resolution of Disputes

- 7.21.1 KPLC and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 7.21.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before a recognized local forum for the resolution of disputes.

7.22 Language and Law

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

7.23 Waiver

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

7.24 Force Majeure

- 7.24.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:
- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
 - b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,*

radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

- c) *rebellion, revolution, insurrection, military or usurped power & civil war;*
 - d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
 - e) *un-navigable storm or tempest at sea.*
- 7.24.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.
- 7.24.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 7.24.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify KPLC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by KPLC.
- 7.24.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 7.24.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
1.	7.11.1 Terms of Payment	<i>Shall be 30 days after submission of invoices and cleaning inspection report.</i>
2.	7.19.2 Warranty – Period Of	<i>Not Applicable in this tender.</i>

SECTION IX - 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 perform, deliver, install and commission *(the latter two where applicable)* *(insert services description)* in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to one percent (1%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
4. We agree to abide by this Tender for a period of.....days (**Tenderer please indicate validity of your Tender**) 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 twenty (120) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Facsimile.....

Mobile and/ or 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

*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
-------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

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

SECTION XI - TENDER SECURING DECLARATION FORM

(The Bidder shall complete in this form in accordance with the instructions indicated)

Date:.....
(insert date (as day, month, year) of Bid Submission)

Tender No.....
(Insert number of bidding process)

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

We, the undersigned declare that.

1. We understand that, according to your conditions, bids must be supported by a bid-securing declaration.
2. We accept that we will be automatically be suspended from being eligible for bidding in any contract with the purchaser for the period of the time of (insert the number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we-
 - a. Have withdrawn our bid during the period of bid validity specified by us in the bidding data sheet: or
 - b. Having been notified of the acceptance of our bid by the purchaser during the period of bid validity,
 - i. Fail or refuse the contract, if required, or
 - ii. Fail or refuse to finish the performance security, in accordance with the ITT
3. We understand that this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of
 - i. Our receipt of a copy of your notification of the name of the successful bidder; or
 - ii. Twenty-eight days after the expiration of our tender.
4. We understand that if we are a joint venture, the bid securing declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally

constituted at the time of bidding, the bid securing declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

(insert signature of person whose name and capacity are shown)

in the capacity of.....

(insert legal capacity of person signing the bid securing declaration)

Name:.....

(insert complete name of person signing the bid securing declaration)

Duly authorized to sign the bid for and on behalf of:

.....

(insert complete name of bidder)

Date on..... Day of.....

(insert date signing)

SECTION XII - MANUFACTURER'S/ PRINCIPAL'S AUTHORIZATION FORM

(To Be Submitted On Manufacturer's/ Principal's/ Producer's Letterhead)

To:

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

WHEREAS WE*(name of the manufacturer/ principal)* who are established and reputable manufacturers/ principal of
(name and description of the services) having offices or factories at*(full address and physical location of offices or factory(ies))* do hereby confirm that
(name and address of Contractor) is authorized by us to transact in the services required against your Tender *(insert reference number and name of the Tender)* in respect of the above services.

WE HEREBY extend our full guarantee and warranty as per the Conditions of Contract for the services offered for provision by the above firm against the Invitation to Tender.

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

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

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

NOTES TO TENDERERS & MANUFACTURERS/ PRINCIPALS/ PRODUCERS

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

SECTION XIII - 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.

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

SECTION XIV – DRAFT LETTER OF NOTIFICATION OF AWARD

To:

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

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

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

.....

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

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

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

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

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

Enclosures

SECTION XV – 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.

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 _____.

In this regard, we request you to relook at the provisions regarding the Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

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

SECTION XVI - 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 services, that is to say for (*KPLC Supply Chain – Procurement Department insert description of services*) under Tender Number..... (*KPLC Supply Chain – Procurement Department insert tender number*)

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) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - d) 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.
 - e) 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 provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
 4. KPLC hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 5. The following documents shall constitute the Contract between KPLC and the Contractor and each shall be read and construed as an integral part of the Contract: -
 - a) this Contract Agreement
 - b) the Special Conditions of Contract as per the Tender Document
 - c) the General Conditions of Contract as per the Tender Document
 - d) the Price Schedules submitted by the Contractor and agreed upon with KPLC.
 - e) the Details of Service as per KPLC’s Tender Document
 - f) the Schedule of Requirements
 - g) KPLC’s Notification of Award dated.....
 - h) the Tender Form signed by the Contractor
 - i) the Declaration Form signed by the Contractor/ successful Tenderer
 - j) the Warranty
 - h) project implementation schedule

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 on either -
 - a) sixty (60) days after the last date of the agreed performance schedule, or,
 - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.

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 Suppliers and five (5) days for Foreign Suppliers.
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

SECTION XVII A - 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 Supplier”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Supplier'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 Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier's performance obligations in accordance with the Contract;

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

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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) _____
) 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 SUPPLIERS 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 Supplier 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 Supplier'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”*

SECTION XVII B - 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 “Supplier”) indicating that the “Supplier” has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Supplier.
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 SUPPLIERS 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 Supplier 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 Supplier'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.*

SECTION XVIII – SUBCONTRACTORS

(INFORMATION TO BE PROVIDED BY THE TENDERER)

As per the requirements of Clause 7.23 of General Conditions of Contract, following is a list of subcontractors and the portions of the Work to be subcontracted:

No.	Subcontractor	Address	Brief Description of the Works to be Subcontracted	% works subcontracted

SECTION XIX - PREVIOUS EXPERIENCE WITH SIMILAR WORK

(INFORMATION TO BE PROVIDED BY THE TENDERER)

As required by Section 3.13.3(d) of the Instructions To Tenderers, following is a list of work that the Tenderer has previously performed which is similar to that described in the Request for Proposal:

No.	Description	Customer Name & Contacts	Date of Supply

SECTION XVIII - 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. Marine Spares)

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	PARTIALLY:2	NO: 0					10
	How closely did your final costs correspond to your expectation at the beginning of the project/tender?	YES:2	PARTIALLY:1	NO: 0					10.00%
	Did the company stick to the agreed transation/contract rates?	YES:4	PARTIALLY:2	NO: 0					
2.ON TIME DELIVERY OF PRODUCT OR SERVICE									Totals
	Did the vendor perform work in compliance with contract terms and agreements?	YES:6	PARTIALLY:3	NO: 0					10
	Was the vendor prompt and effective in correction of situations and conditions?	YES:2	PARTIALLY:1	NO: 0					10.00%

	Are you able to track service level agreements and determine duration of incidents from the vendor?	YES:2	PARTIALLY: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	PARTIALLY: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	PARTIALLY:3	YES: 0					14
	Was the quality of service delivered equal to KPLC minimum requirements?	YES:8	PARTIALLY: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	PARTIALLY:1	NO: 0					14
	Was the vendor open to feedback on low quality of service levels and willing to act on this?	YES:6	PARTIALLY: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	PARTIALLY:3	NO: 0					
6. CUSTOMER SUPPORT	Rating guidelines								Totals
	Did the vendor offer effective customer support?	YES:10	PARTIALLY: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	PARTIALLY: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	PARTIALLY: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	PARTIALLY: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:
Totals									100.0
Maximum Score							100.0		100.00%

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 DEFINATION;

≥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 XIX - THE DETAILS OF SERVICES

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following -

PART A - GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.
2. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data including calculation sheets, detailed drawings and certified test reports. KPLC reserves the right to reject the services if such deviations shall be found critical to the use and operation of the services.
3. The Contractor shall submit a Commentary on the Details of Service as well as Commentary of Compliance to the Details of Service. In submitting the Commentaries the Contractors and or Manufacturers/ Principals should provide cross-references to the documents submitted.
4. The Commentaries shall be in table form, and shall cover in detail, all clauses of the Detail(s).
5. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.
6. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
7. The Manufacturer's/ Principal's Declaration of Conformity to reference standards and copies of quality management certifications including valid and current ISO certifications shall be submitted for evaluation.
8. In all cases where the level of galvanizing and painting is not specifically stated in the Details, the general requirement shall be for a uniform coating of thickness not less than 80 microns.

9. Contractors 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.

PART B – SPECIFIC DETAILS OF SERVICE (SDS)

The Specific Details of Service are as attached on the next page.

SECTION XIV- SITE VISIT FORM

Ensure the site visit is Dully signed and stamped at every depot

NAME OF FIRM.....

NOTE: BIDDERS SHOULD ARRANGE FOR SITE VISITING IMMEDIATELY.

NO	NAME OF DEPOT	NAME OF THE ADMIN IN-CHARGE	SIGN	STAMP	DATE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

We confirm that we have viewed **ALL** the premises in the tender of provision of cleaning services for substations Companywide on Tender No.KP1/9AA-2/OT/83/HR/16-17at the locations indicated above:

NAME OF THE FIRM

SIGN & STAMP

DATE