



TENDER NO KP1/9AA-2/PT/09-NM/14-15 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 415 V SWITCHGEAR PANEL FOR MANDERA POWER STATION

DATE OF TENDER DOCUMENT: SEPTEMBER 2014

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

(TENDER DOCUMENT FOR SUPPLY, INSTALLATION & COMMISSIONING)
(ONE ENVELOPE TENDER)

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ABBREVIATIONS AND ACRONYMS

BDS	Bid Data Sheet
BQ	Bills of Quantities
CBK	Central Bank of Kenya
CC	Conditions of Contract
DDP	Delivery Duty Paid
ERC	Energy Regulatory Commission
GoK	Government of Kenya
ICPAK	Institute of Certified Public Accountants of Kenya
JV	Joint Venture
KPLC	The Kenya Power & Lighting Company Limited
KSh./ KES	Kenya Shillings
PM	Project Manager
PPDA 2005	Public Procurement and Disposal Act, 2005
PPOA	Public Procurement and Oversight Authority
VAT	Value Added Tax

SECTION I - INVITATION TO TENDER

DATE: SEPTEMBER, 2014

TENDER NO KP1/9AA-2/PT/09/NM/14-15 - FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 415 V SWITCHGEAR PANEL FOR MANDERA POWER STATION

1.1 The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers for Supply, Installation and Commissioning of 415 V Switchgear Panel for Mandera Power Station. 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 **General Manager, Supply Chain on the 3rd Floor, Stima Plaza, Kolobot Road, Nairobi**, on normal working days from Monday to Friday (excluding any public or gazetted holiday) beginning on **Wednesday, 3rd September, 2014** between **9.00 a.m. & 12.30 p.m.** and **2.00 p.m. & 4.30 p.m.** upon payment of a non-refundable fee of **Kenya Shillings One Thousand (KSh. 1,000/=)** only or the equivalent amount in United States of America Dollars (US\$) using the selling exchange rate ruling at the date of the tender document purchase provided by the Central Bank of Kenya (*See Central Bank of Kenya website-www.centralbank.go.ke*). Payment shall be made in cash or by Bankers Cheque at the 1st Floor of Stima Plaza, Kolobot Road, Nairobi, Kenya.

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

*1.3 **Submission of Tender documents**

For non-bulky documents

Completed Tenders are to be enclosed in plain sealed envelopes marked KP1/9AA-2/PT/09/NM/14-15 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 415 V SWITCHGEAR PANEL FOR MANDERA POWER STATION and be deposited in the Tender Box located at KPLC premises, Stima Plaza, Ground Floor, Kolobot Road, Nairobi, Kenya so as to be received on or before **2nd October, 2014 at 10.00 AM**

- 1.4 Prices quoted should be net 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 ninety (90) days from the closing date of the tender.
- 1.5 Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi.
- *1.5 There will be a pre-bid meeting to be held at KPLC's premises, Stima Plaza, Auditorium, Kolobot Road, Nairobi, Kenya on **11th September 2014 at 10.00am** and a **Site visit on 18th September 2014 at 10.00 am.**

SECTION II - TENDER SUBMISSION CHECKLIST

A. Tender Submission Format

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.	
2	Declaration Form	
3	Duly completed Tender Form	
4	Confidential Business Questionnaire (CBQ)	
5	Duly completed Qualification Information Form and the required attachments	
6	Proposed Work Plan (Work method & schedule)	
7	Duly completed Site Visit Form	
8	Copy of Contractor’s Certificate of Incorporation	
9	Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign tenderers)	
10	Copy of Subcontractor’s Certificate of Incorporation (where applicable)	
11	Copy of Contractor’s Certificate of Registration for the relevant category from the National Construction Authority NCA class 5 and above	
13*	Copy of Valid Tax Compliance Certificate	
14	Copy of PIN certificate	
15	Type Test Certificates and their Reports and or Test Certificates and their Reports	
16	Copy of accreditation certificate for the testing laboratory as per ISO/ IEC 17025,	
17	Valid and current ISO 9001 Certificates or for locally manufactured or produced goods, valid Diamond Mark of Quality Certificate or Standardization Mark Certificates from the Kenya Bureau of Standards (KEBS).	
18	Catalogues and or Brochures and or Manufacturer’s drawings	
19	Duly completed Schedule of Guaranteed Technical Particulars	
20	Manufacturer’s Authorisation and warranty	

21	Names with full contact as well as physical addresses of previous customers of similar works and reference letters from at least four (4) of the customers	
22	Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least four (4) of the customers	
23	Statement on Deviations	
24	Valid copy of certificate of confirmation of directorship and shareholding issued and signed by registrar of companies or registrar of business names (for local tenderers).	
25	Price Schedule and/or Bill of Quantities	
26	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. <i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i>	
27	Any other document or item required by the tender document. (The Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERERS**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance Certificate OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the Tenderer's country of origin.

3. Valid Registration Certificate shall be one issued by the relevant body including the National Construction Authority (NCA).

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

expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.

- n) “Works” means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.*
- m) Citizen contractors-a firm shall be qualified as a citizen contractor if its owners and shareholders are Kenyan citizens*
- n) Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

3.2 Eligible Tenderers

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

3.2.8 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. KPLC reserves the right to subject the certificate to authentication.

3.3 Ineligible Tenderers

3.3.1 Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender:-

- a) KPLC's employees, its Board or any of its committee members.
- b) Any Cabinet Secretary of the Government of the Republic of Kenya (GoK)
- c) Any public servant of GoK.
- d) Any member of a Board or Committee or any department of GoK.
- e) Any person appointed to any position by the President of Kenya.
- f) Any person appointed to any position by any Cabinet Secretary of GoK.

3.3.2 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.3.1 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy-President or the Attorney General of GoK.

3.3.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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.

3.2.4 Tenderers shall not be under declarations as prescribed at Section XIII

3.2.5 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.

3.2.6 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.

3.4 Declarations of Eligibility

3.4.1 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.3.1 and 3.3.2 above.

3.4.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.

- 3.4.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.5 Joint Venture

- 3.5.1 Tenders submitted by a joint venture (JV) of two or more firms (consortium), as partners shall comply with the following requirements: -

- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
- b) One of the partners shall be nominated and authorized as being lead contractor. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners/directors.
- c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i.) for local and citizen contractors, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
- d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint

venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

- 3.5.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.5.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

- 3.5.3 The JV must be in either of the following forms –

- a) A registered JV agreement. The registration may either be :-
 - (i.) At the Ministry of Lands/National Land Commission or,
 - (ii.) At the Office of the Attorney General, or
 - (iii.) NCA
- b) A Letter of Intent to enter into a joint venture including a draft JV Agreement indicating at least the part of the Works to be executed by the

respective partners.

- a) The JV agreement should be signed by at least two directors from each company or firm that is a party to the JV
 - b) The JV agreement must be under the company or firm seal
 - c) The Letter of Intent should be signed by at least one director from each company or firm that is a party to the intended joint venture
- 3.5.4 A copy of the agreement entered into, or Letter of Intent by the joint venture partners shall be submitted with the tender.

3.6 Time for Completion of Works

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

3.7 Source of Funding

KPLC has set aside funds during the present financial year. It is intended that part of the proceeds of funds will be applied to cover the eligible payments under the ensuing contract for these Works.

3.8 Conflict of Interest

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

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

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

3.9 One Tender per Tenderer

- 3.9.1 A firm or company shall submit only one Tender in the same tendering process, either individually or as a partner in a joint venture.
- 3.9.2 No firm or company can be a sub-contractor while submitting a Tender individually or as a partner in a joint venture in the same tendering process.
- 3.9.3 A company or firm, if acting in the capacity of sub-contractor in any Tender may participate in more than one Tender but only in that capacity.
- 3.9.4 A Tenderer who submits or participates in more than one tender (*other than as a sub-contractor or in cases of alternatives that have been permitted or requested*) will cause all tenders in which the Tenderer has participated to be disqualified.

3.10 Site Visit and Pre-Bid Meeting

- 3.10.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the site of Works and its surrounding and obtain all information that may be necessary for preparing the tender and entering into a contract for the Works. The cost of visiting the site shall be at the Tenderer's own expense.
- 3.10.2 KPLC may conduct a site visit and pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.10.3 The Tenderer's designated representative is invited to attend a site visit and pre-bid meeting which if convened will take place at the venue and time stipulated in the BDS.
- 3.10.4 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach KPLC before the pre-bid meeting.
- 3.10.5 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting will be transmitted within the time stated in the BDS to all purchasers of the Tender Document.
- 3.10.6 Non-attendance during the site visit or the pre-bid meeting will not be a cause of disqualification of the Tender unless specified to the contrary in the BDS.

3.11 Cost of Tendering

- 3.11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.11.2 The price to be charged for the Tender Document shall be as indicated in the Invitation to Tender but in any case not exceeding KSh 1,000/=.

3.12 Contents of the Tender Document

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

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

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

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

3.13 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager (Procurement) in writing or by post at KPLC's address indicated in the Invitation to Tender. 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 sent to all prospective Tenderers that have duly received the Tender Document.

3.14 Amendment of Documents

- 3.14.1 At any time prior to the deadline for submission of Tenders, KPLC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.
- 3.14.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.
- 3.14.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPLC, at its discretion, may extend the deadline for the submission of Tenders.

3.15 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KPLC, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided that they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.16 Documents Comprising the Tender

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

- a) *Declaration Form, Tender Form and Priced Bill of Quantities (BQ) duly completed*
- b) *Documentary evidence that the Works and any ancillary services thereto to be performed by the Tenderer conform to the tender documents*
- c) *Technical Proposal in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the Works requirements and the completion time. Those details should include the following:-*
 - (i.) *a statement of work methods i.e. Methodology*
 - (ii.) *major items of equipment proposed to carry out the Contract*
 - (iii) *an undertaking that the items in c (ii) will be available for the execution of the Contract.*
- d) *Tender Security furnished in accordance with the Tender requirements*
- e) *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements.*
- f) *A detailed list of previous clients as prescribed in the BDS for similar Works on tender and their contact addresses including e-mail shall be submitted with the Tender for the purpose of reference, or for evaluation*
- g) *Statement of Deviations, if any, from the tender requirements on a separate sheet of paper clearly indicating –*
 - (i.) *the specific tender document requirement*
 - (ii.) *the deviation proposed by the Tenderer*
 - (iii.) *the technical specifications of the deviation*
 - (iv.) *the design, if any, of the deviation*
 - (v.) *justification or reason for the deviation*
 - (vi.) *the Tenderer's cost of that deviation and the Tenderer's estimate of the cost of complying with KPLC's requirement without the deviation.*
- h) *In case of a tender submitted by a joint venture, either of the following –*
 - (i.) *the registered joint venture agreement, or,*
 - (ii.) *a Letter of Intent to enter into a joint venture including a draft JV agreement indicating at least the part of the Works to be executed by the respective partners.*
- j) *Any information or other materials required to be completed and submitted by Tenderers as specified in the Tender Document*

3.17 Tender Forms

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Works to be performed, a brief

description of the Works, quantities, and prices amongst other information required.

3.18 Tender Rates and Prices

- 3.18.1 The Tenderer shall indicate on the Price Schedule and/or Bill of Quantities, the unit rates and prices (where applicable) and total tender price of the Works it proposes to perform under the contract.
- 3.18.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Price Schedule and/or BQs. Items for which no rates or price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed covered by other rates and prices in the Price Schedule and/or BQs.
- 3.18.3 Prices and rates indicated on the Price Schedule and/or BQs shall be inclusive of all costs for the Works including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC (where applicable) or other specified site(s). No other basis shall be accepted for evaluation, award or otherwise.
- 3.18.4 Price Schedule and/or BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.18.5 For the avoidance of doubt, Tenderers shall quote on Delivered Duty Paid (*DDP*) basis. No other basis shall be accepted for evaluation, award or otherwise.
- 3.18.6 A price that is derived by a disclosed incorporation or usage of an internationally accepted standard formula shall be acceptable within the meaning of this paragraph.

3.19 Tender Currencies

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

3.20 Tenderer's Eligibility and Qualifications

- 3.20.1 Pursuant to paragraph 3.16, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to execute, complete and maintain the Works in the contract if its Tender is accepted.

3.20.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –

- a) *that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document.*
- b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide -*
 - (i.) *Audited Financial Statements (Audited Accounts) that are reported within eighteen (18) calendar months of the date of the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.*
 - (ii.) *For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.*
 - (iv.) *A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.*
 - (iv.) *evidence of adequacy of working capital for this Contract eg. access to line(s) of credit and availability of other financial resources*
- c) *that the Tenderer has the technical and/or production capability necessary to perform the contract.*
- d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications.*
- e) *that the Tenderer has the technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes :-*
 - (i.) *documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.*

- (ii.) *employment records including contracts of employment for all key personnel*
- (v.) *The Tenderer's undertaking that the key site management and technical personnel will be available for the contract*
- (vi.) *List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works*

- f) *that the Tenderer is duly classified and currently registered by NCA, ERC, the National Treasury, the County Treasury or any other relevant authorised body as capable of performing the Works under the contract. The Tenderer will furnish KPLC with a copy of the registration certificate and copy of renewal receipt. KPLC reserves the right to subject the certificate and receipt to authentication.*
- g) *information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount; and*
- h) *detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.*

3.20.3 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.21 Eligibility and Conformity of Works to Tender Documents

3.21.1 The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the Tender Document of all the Works that the Tenderer proposes to perform under the contract.

3.21.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

3.21.3 The documentary evidence of conformity of the Works to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) *a detailed description of the essential technical and performance characteristics of the Works whether in brochures, catalogues, drawings or otherwise,*
- b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for*

the proper and continuing performance of the Works for a minimum period of six (6) months following usage of the Works after the official handing over to KPLC, and,

- c) Duly completed Schedule of Guaranteed Technical Particulars (GTP) as per Tender Specifications demonstrating substantial responsiveness of the goods and service to those specifications and, if any, a statement of deviations and exceptions to the provisions of the Technical Specifications.*
- d) duly completed Price Schedule and/or BQs' in compliance with KPLC's schedule of requirements and/or BQs requirements or, a Statement of Deviations and exceptions to the provisions of KPLC's schedule of requirements and/or BQs' requirements.*

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

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

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

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

calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).

- 3.22.4 Demonstration and/or Inspection and/or Test Report(s) shall be completed upon conclusion of the demonstration/ inspection/ tests. This Report will be considered at time of evaluation and or award.

3.23 Warranty

- 3.23.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that any part of the Works that comprises any equipment, the equipment to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- 3.23.2 The Warranty shall also warrant that the equipment in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the equipment under the conditions obtaining in Kenya.
- 3.23.3 The Warranty will remain valid for a minimum of twelve (12) months after the equipment, or any part thereof as the case may be, have been commissioned as indicated in the contract.

3.24 Tender Security

- 3.24.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the BDS.
- 3.24.2 The tender security shall be either one or a combination of the following:-
- a) an original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya (CBK) that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document. The bank must be located in Kenya.
 - b) For local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as

prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

- d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form
- 3.24.3 The Tender Security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.24.10.
- 3.24.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by a commercial bank located in Kenya and licensed by the Central Bank of Kenya or a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund. The bank or institution must be located in Kenya.
- 3.24.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.24.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitise its issuing bank/institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank/institution within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.24.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.35.
- 3.24.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
 - b) *KPLC determines that none of the submitted Tenders is responsive*
 - c) *a contract for the procurement is entered into*
 - d) *the Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.31.*
- 3.24.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.32 and furnishing an authentic Performance Security, pursuant to paragraph 3.37.
- 3.24.10 The Tender Security shall be forfeited –

- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
- b) *if the Tenderer rejects a correction of an arithmetic error*
- c) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.48*
- d) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.49*
- e) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.25.*

3.24.11 In cases of a JV bid, without prejudice to the provisions relating to a JV, the Tender Security may be in the name of any or all parties to the JV and the above provisions on Tender Security shall apply.

3.25 Validity of Tenders

- 3.25.1 Tenders shall remain valid for one hundred and 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 3.30. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.25.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.24 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.26 Alternative Offers

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

3.27 Number of Sets of and Tender Format

- 3.27.1 The Tenderer shall prepare three complete sets of its Tender, identifying and clearly marking the “ORIGINAL TENDER”, “COPY 1 OF TENDER”, and “COPY 2 OF TENDER” as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.
- 3.27.2 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

- 3.27.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.
- 3.27.4 Any Tender not prepared and signed in accordance with this paragraph, in particular sub-paragraphs 3.20.1, 3.20.2 and 3.20.3 shall be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

3.28 Preparation and Signing of the Tender

- 3.28.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.28.2 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.
- 3.28.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.28.4 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.
- 3.28.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.
- 3.28.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

3.29 Sealing and Outer Marking of Tenders

- 3.29.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL", "COPY 1 OF TENDER" and "COPY 2 OF TENDER". The envelopes or packages shall then be sealed in outer envelopes or packages.
- 3.29.2 The inner and outer envelopes or packages shall -
- a) *be addressed to KPLC at the address given in the Invitation to Tender,*
 - b) *bear the tender number and name as per the Invitation to Tender and the words, "DO NOT OPEN BEFORE as specified in the Invitation to Tender.*
- 3.29.3 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the

Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened.

- 3.29.4 If the envelopes or packages are not sealed and marked as required by this paragraph, KPLC will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by KPLC and promptly returned to the Tenderer.

3.30 Deadline for Submission of Tenders

- 3.30.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.
- 3.30.2 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.

3.31 Modification and Withdrawal of Tenders

- 3.31.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.
- 3.31.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.20, 3.21 and 3.22. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 3.31.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.31.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

3.32 Opening of Tenders

- 3.32.1 KPLC shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.32.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security, the number of sets of tender documents duly received and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.

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

3.33 Process to be Confidential

- 3.33.1 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.
- 3.33.2 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.34 Clarification of Tenders and Contacting KPLC

- 3.34.1 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.
- 3.34.2 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.
- 3.34.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the contract is awarded.
- 3.34.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.35 Preliminary Tender Evaluation

- 3.35.1 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.
- 3.35.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.35.3 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.

3.36 Minor Deviations, Errors or Oversights

- 3.36.1 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.
- 3.36.2 Such minor deviation -
- 3.29.2.1 shall be quantified to the extent possible,*
- 3.29.2.2 shall be taken into account in the evaluation process, and,*
- 3.29.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.*
- 3.36.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.37 Technical Evaluation and Comparison of Tenders

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

3.38 Financial Evaluation

- 3.38.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall include:-
- a) the rates and prices [which must be inclusive of insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable (where applicable) and delivery to the premises of KPLC (where applicable) or other specified site(s)]

- b) Confirming if there are any deviations in the Payment Schedule from what is specified in the Special Conditions of Contract
- 3.38.2 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.
- 3.38.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 3.38.4 The Tenderer will be notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will be rejected, and its Tender Security forfeited.

3.39 Preferences

- 3.39.1 Where applicable, in the evaluation of tenders, exclusive preference shall be given to citizens of Kenya where -
- 3.39.1.1 the funding is one hundred percent (100%) from the Government of Kenya or a Kenyan body, and,
- 3.39.1.2 the amount of the tender as evaluated is below;
- 3.39.1.2.1 Ksh. 1 Billion in respect of roads works, construction materials and others used in transmission and conduction of electricity of which the material is made in Kenya.
- 3.39.1.2.2 Ksh. 500 Million in respect of other works
- 3.39.1.2.3 Ksh. 100 Million in respect of goods.
- 3.39.1.2.4 Ksh. 50 Million in respect of services.
- 3.39.2 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.

3.40 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.

3.41 Confirmation of Qualification for Award

- 3.41.1 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.
- 3.41.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.20 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.41.3 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.

3.42 Award of Contract

- 3.42.1 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.

3.43 Termination of Procurement Proceedings

- 3.43.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.43.2 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.

3.44 Notification of Award

- 3.44.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.44.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.44.3 Simultaneously, and without prejudice to the contents of paragraph 3.34, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.

- 3.44.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank/institution and/or the Tenderer and such Bank/institution discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

3.45 Clarifications with the Successful Tenderer (s)

- 3.45.1 Clarifications may be undertaken with the successful Tenderer(s) relating to any or all of the following areas:-
- a) A minor alteration to the technical details of the Schedule of requirements and/or BQ's
 - b) Reduction of quantities for budgetary reasons where the reduction is in excess of any provided for in the Tender Document
 - c) A minor amendment to the SCC.
 - d) Finalising payment arrangements
 - e) Mobilisation arrangements e.g. operational details
 - f) Agreed final delivery or Work Plan to accommodate any changes required by KPLC.
 - g) Methodology and Staffing
 - h) Clarifying details that were not apparent or could not be finalized at the time of tendering
- 3.45.2 Clarifications shall not change the substance of the Tender.

3.46 Signing of Contract

- 3.46.1 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.
- 3.46.2 Within seven (7) 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 seven (7) days.
- 3.46.3 KPLC shall sign and date the Contract in the period between not earlier than seven (7) days from the date of notification of contract award and not later than thirty (30) days after expiry of tender validity. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.47.

- 3.46.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.46.5 Paragraph 3.34 together with the provisions of this paragraph 3.42 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.46.4.

3.47 Performance Security

- 3.47.1 Within fourteen (14) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security. The Performance Security shall be denominated in Kenya Shillings and shall be valid until a date sixty (60) days beyond the date of issue of the Certificate of Completion.
- 3.47.2 The Performance Security shall be either one or a combination of the following:
- a) An original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. The bank issuing the Bank Guarantee must be located in Kenya.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 3.47.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.47.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitise 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.
- 3.47.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.47.6 Paragraph 3.44, 3.45, 3.46 together with the provisions of this paragraph 3.47 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.47.5

3.48 Corrupt or Fraudulent Practices

- 3.48.1 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.*
- 3.48.2 KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.48.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.41 Monopolies and Restrictive Trade Practices

- 3.49.1 Agreements between undertakings, decisions by associations of undertakings, decisions by undertakings or concerted practices by undertakings which have as their object or effect the prevention, distortion or lessening of competition in trade in the goods tendered for are prohibited.
- 3.49.2 An agreement or a concerted practice of the nature prohibited above shall be deemed to exist between two or more undertakings if-
- a. Any one of the undertakings owns a significant interest in the other or has at least one director or one substantial shareholder in common; or

- b. Any combination of the undertakings engages in any of the below practices;
 - i. Directly or indirectly fixing purchase or selling prices or any other trading conditions, and/or
 - ii. Collusive tendering.

SECTION IV - BID DATA SHEET (Appendix to Instructions to Tenderers)

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

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	<i>Local contractors with Class NCA 5 and above</i>
2.	3.6 Time for Completion of works	<i>The estimated completion time is 10 weeks.</i>
3.	3.10.3 Site Visit and Pre-Bid Meeting 3.10.6 Attendance of pre-bid meeting or site visit	<p>a) <i>Pre-bid meeting will be held on 11th September 2014 at 10.00 am the date, time and venue of the pre-bid meeting</i></p> <p>b) <i>Site visits will be held on from 18th September 2014 at Mandera Power Station at 10.00 am</i></p> <p>Note <i>the pre-bid meeting is essential but not mandatory</i> <i>the site visit is mandatory</i></p>
4.	3.16(f) – List of Previous Customers	<i>The Tenderer shall submit at least four (4) names with full contact including telephone, email and physical addresses of previous clients of similar Works and letters from the previous clients confirming satisfactory completion of the contracts and on schedule.</i>
5.	3.20 Documents of evidence of eligibility and qualification	<i>Registration certificates/documents with relevant bodies i.e National treasury NCA</i>
7.	3.21.3 (a) Catalogues, Brochures, Manufacturer’s/ Principal’s Drawings	<i>Catalogues Bronchures and Manufacturers drawings of the switchgear and their components are required.</i>
8	3.22.4 Demonstration and/or Inspection and/or Test Report(s)	<i>Type test reports for the components to be used in the switchgear required.</i>
9.	3.23.3 Warranty/Warranty Period	<i>Warranty period 12 months or 1 year.</i>
10.	3.24.1 Tender Security	<i>Tender security is Kshs 200,000</i>
11	3.25 Validity of Tenders	<i>Tender validity period is 120 days</i>
12	3.42 Award of contract	<i>Shall be for supply, installation and commissioning as one whole contract</i>

SECTION V**SCHEDULE OF REQUIREMENTS**

Item No.	Brief Description	Unit of Measure	Quantity
1	415V Generator Control Panel complete with cables, busbars, relays ACB breakers and		1

	measuring instruments.		
2	Factory Acceptance tests at the manufacturer's factory by 4No. KPLC staff		
3	INSTALLATION		
4	COMMISSIONING		
5	SPARES		
6	Lap-Top with the required Software		
7	TRAINING		
8			

***NOTES:-**

1. All Tenderers must indicate the type, model (where applicable), dimensions and weight of the goods in their bid documents.

SECTION VI (a)

SCHEDULE OF RATES AND PRICES

(TENDERER MUST INDICATE THE CURRENCY OF THE OFFER PRICE)

PRICE SCHEDULE FOR GOODS

FOR GOODS FROM ABROAD/OVERSEAS

No.	Description	Quantity	Country of origin	Unit price DDP VAT Exclusive	Unit price DDP VAT Inclusive	Total price DDP VAT inclusive
-----	-------------	----------	-------------------	---------------------------------	---------------------------------	----------------------------------

1.						
2.						
3.						
4.						
5.						
6.						
7.						

FOR GOODS FROM WITHIN COUNTRY

No.	Description	Quantity	Country of origin	Unit price DDP VAT Exclusive	Unit price DDP VAT Inclusive	Total price DDP VAT inclusive
1.						
2.						
3.						
4.						
5.						
6.						
7.						

PRICE SCHEDULE FOR INSTALLATION & COMMISSIONING

No.	Description	Details	Price Exclusive	VAT	Price Inclusive	VAT
1.						
2.						
3.						
4.						
5.						
6.						
7.						

PRICE SCHEDULE FOR SERVICES – TRAINING

No.	Description	Details	Price Exclusive	VAT	Price Inclusive	VAT
1.						
2.						
3.						
4.						
5.						
6.						
7.						

NOTE:-

1. The offered unit price MUST be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded down-wards to two decimal places and used for the purposes of this tender.

SECTION VII - SUMMARY OF EVALUATION PROCESS

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

7.1 Part I - Preliminary Evaluation Criteria Under Clause 3.35 of the ITT. These are mandatory requirements. This shall include confirmation of the following: -

7.1.1 Submission of Tender Security - Checking its validity, whether it is Original; whether it is issued as required in the tender document; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).

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

7.1.3 Submission and considering Tender Form duly completed and signed.

7.1.4 Submission and considering the following:-

7.1.4.1 *For Local Tenderers and subcontractors*

- a) *Company or Firm's Registration Certificate*
- b) *PIN Certificate.*
- c) *Valid Tax Compliance Certificate.*
- d) *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.*

7.1.4.2 *For Foreign Tenderers and subcontractors*

- a) *Company or Firm's Registration Certificate*
- b) *PIN Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.*
- c) *Valid Tax Compliance Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.*
- d) *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.*
- d) *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.*

7.1.5 *That the Tender is valid for the period required.*

7.1.6 *Site/survey visit signed and stamped form by authorized staff.*

7.1.7 *Valid certificate of registration by the relevant registration body as indicated in the tender.*

7.1.8 *Submission and considering that the required number of sets (original and two (2) copies) of Tender.*

7.1.9 *Submission and considering the Confidential Business Questionnaire:-*

- a) *Is fully filled.*

- b) *That details correspond to the related information in the bid.*
 - c) *That the Tenderer is not ineligible as per paragraph 3.3 of the ITT.*
- 7.1.10 *Submission and considering the Certificate of Confirmation of Directors and Shareholding if any one of the undertakings owns a significant interest in the other or has at least one director or one substantial shareholder in common as per paragraph 3.3 and 3.41 of the ITT.*
- 7.1.11 *Submission and considering the Implementation Plan*
- 7.1.12 *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 or Confirmation of Non-performance of a contract did not occur within the last Three years (3) years prior to the deadline for tender bid submission. Any Tenderer with such a record or unresolved case will not be considered for further evaluation.*
- 7.1.14 *Notwithstanding the above, considering any outstanding works where applicable and the capacity indicated by the tenderer.*

Tenderers will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under clause 7.

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

Part II (a) – These are mandatory requirements

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

- 7.2.1 Evaluation of the following technical information against Tender Requirements and Specifications:-
 - 7.2.1.1 For goods manufactured outside Kenya, applicable relevant valid ISO 9001 certification
 - 7.2.1.2 For goods manufactured in Kenya - valid KEBS Diamond Mark of Quality Certificate or KEBS Standardisation Mark Certificate.
 - 7.2.1.3 Type Test Certificates and their Reports or Test Certificates and their Reports from the designated bodies for full compliance with Tender Specifications

7.2.1.4 The accreditation certificate for the testing laboratory to ISO/ IEC 17025.

7.2.1.5 Manufacturer's Authorization

7.2.1.6 As contained in the following documents –

- a) Manufacturer's Warranty
- b) Catalogues and or Brochures and or Manufacturer's drawings
- c) Schedule of Guaranteed Technical Particulars as per Technical Specifications.

7.2.2 Detailed Technical Evaluation

The Schedule of Mandatory Guaranteed Technical Particulars (GTP) shall be evaluated against Tender Specifications to confirm compliance of the goods and services to the specifications and evaluation of any deviations and exceptions declared by the Tenderer.

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

Part II (b) - Technical Evaluation under clause 3.20 of the ITT. It will include the following stages: The following will be scored.

NO.	EVALUATION CRITERIA	Maximum Marks
7.2.3	<i>Previous experience: Details of similar projects undertaken successfully within the last 3 years and evidenced by letters of reference from clients, completion certificates for the respective projects.10 marks for each</i>	60
7.2.4	<i>Qualified Key personnel as required under clause 3.20.2 in the tender relevant to the works who will actively be involved in the proposed project. Evidence of</i>	12
	<i>1. Team leader At least Bachelors Degree in Mechanical/Electrical/ Mechatronics(Each Certificate 4 Marks)</i>	

	<i>registration with relevant professional bodies. (Provide detailed recently signed CVs accompanied by relevant academic and professional certificates. Telephone contacts must be provided)</i>	2. Technical staff <i>Diploma in Electrical/ Mechatronics (Each certificate 1 Mark)</i>	8
		<i>Certificate/ Craftsman in mechanical/ electrical (Each Certificate 1 Mark)</i>	8
7.2.5	<i>Equipment. Give a list and type of relevant equipment owned by the company evidenced by ownership documents. Where not owned by the company, provide documentary evidence of leased equipment as required under clause 3.20.2</i>		8
7.2.6	<i>Proposed completion period for the project accompanied by a proposed Implementation Plan with completion date</i>		4
	TOTAL		100

Note:

Tenderers will proceed to the next evaluation stage (Guaranteed Technical Particulars GTP) if they score a minimum of 80% in Parts II (b) above.

7.3 Part III – Financial Evaluation under clause 3.38 of the ITT.

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

NO.	EVALUATION CRITERIA
7.3.1	<i>a) Confirmation of the authenticity and sufficiency of the submitted Tender Security</i>
	<i>b) Confirmation of and considering schedule of rates and prices and/or priced Bill of Quantities duly completed and signed.</i>
	<i>c) Checking that the Tenderer has quoted prices based on all costs including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC or designated site(s)</i>
	<i>d) Where applicable, Conducting a financial comparison, including conversion of tender currencies into one common currency</i>

	<i>e) Correction of arithmetical errors</i>
	<i>f) Taking into account the cost of any deviation(s) from the tender requirements</i>
7.3.2	<p><i>Ascertaining the financial capability through Last Financial Year's audited financial statements issued within the last 18 months which Statements should conform to International Accounting Standards One (IAS 1) which includes the following:-</i></p> <p><i>a) Turnover in the Last Financial Year i.e. twelve months of at least 40% of the total tendered value.</i></p> <p><i>b) Checking and considering that the Tenderer's solvency ratios are acceptable to KPLC and meet the threshold of:-</i></p> <p><i>(i) Solvency ratio of Debt to Assets Ratio which should be at least 1:1</i></p> <p><i>Or</i></p> <p><i>(ii) for companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, a spot cash balance of a minimum of 20% of the Tender Price. The same should be as evidenced in the certified copies of bank statements at least in ALL days of the month of the Date of the Tender Document.</i></p>
7.3.4	<i>Provide documentary evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract.)</i>
7.3.5	<p><i>Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-</i></p> <p><i>a) Declared maximum value of business</i></p>
	TOTAL

The Successful Tenderer shall be the one with the lowest evaluated price.

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).

2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the works 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.
4. The spot balance of 20% required will be that which is seen in the certified bank statements at least in any day of the month of the Date of the Tender Document.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

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SECTION VIII – GENERAL CONDITIONS OF CONTRACT

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

8.1 Definitions

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

- a) **“Day”** means calendar day and **“month”** means calendar month.
- b) **“Dayworks”** are work inputs subject to payment on a time basis for labour and the associated materials and plant.
- c) **“Certificate of Acceptance”** means the certificate issued by KPLC to the Contractor confirming that the Works have been completed as per the terms of the Contract.
- d) **“The Contract”** means the agreement entered into between KPLC and the Contractor, as recorded in the Contract Form signed by the parties,

including all attachments and appendices thereto and all documents incorporated by reference therein.

- e) **“The Contract Price”** means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- f) **“A Defect”** is any part of the Works not completed in accordance with the Contract.
- g) **“The Defects Liability Certificate”** is the certificate issued by the Project Manager upon correction of defects by the Contractor.
- h) **“The Defects Liability Period”** is the period specified in the Special Conditions of Contract when the Contractor is to remedy any defects in the Works.
- i) **“The Goods”** includes all of the equipment, machinery, and or other materials, which the Contractor is required to supply to KPLC under the contract and install and commission under the contract as the case may be.
- j) **“Party”** means KPLC or the Contractor or both as the context so requires.
- k) **“Project Manager”** is the employee of KPLC responsible for supervising the execution of the Works and administering the Contract.
- l) **“Site”** is the area where the Works under this Contract are to be carried out as specified in the Contract.
- m) **“The Contractor”** means the individual or firm supplying the goods and undertaking the Works under this Contract as the case may be or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.
- n) **“Works”** means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.
- o) Wherever used in the contract, **“delivery”** shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the

goods have been inspected and tested in accordance with the Contract and where KPLC does not signify its approval to the Contractor, but retains the goods without giving notice of rejection, on the expiration of thirty (30) days from date of documented receipt by the duly authorized representative of KPLC, of the goods, at KPLC stores or other indicated site.

8.2 Application

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

8.3 Country of Origin

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

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

8.4 Standards

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

8.5 Use of Contract Documents and Information

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

8.5.2 The Contractor shall not, without KPLC’s prior written consent, make use of any document or information enumerated in clause 7.5.1 above.

8.5.3 Any document, other than the contract itself, enumerated in clause 7.5.1 shall remain the property of KPLC and shall be returned (including all copies) to KPLC on completion of the Contractor’s performance under the contract if so required by KPLC.

8.6 Patent Rights

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

8.7 Performance Security

- 8.7.1 Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following:-
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 8.7.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 8.7.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 8.7.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 8.7.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.
- 8.7.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 8.7.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.
- 8.7.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

8.8 Approval before Manufacture

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

8.9 Inspection and Tests

- 8.9.1 KPLC or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes.
- 8.9.2 Prior to the manufacture or production of the goods on order, KPLC reserves the right to inspect the manufacturing or production facility and the quality management system. The manufacturer or producer shall meet the cost of routine inspection while KPLC shall meet the cost of air travel to the nearest airport and accommodation of two of its nominated officers inspecting and witnessing tests.
- 8.9.3 It is the responsibility of the Contractor to confirm if this right is to be exercised. Such visit and or inspection shall in no way prejudice KPLC's rights and privileges.
- 8.9.4 Upon completion of manufacturing or production process, KPLC reserves the right to send two of its nominated officers to inspect the goods on order at the place of manufacture where inspection and acceptance tests as per tender specifications shall be carried out in their presence. Tests shall be done in accordance with the test standard(s) given in the Technical Specification of the goods on order.
- 8.9.5 The manufacturer or producer shall meet the cost of tests as per tender specifications while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its two nominated officers inspecting and witnessing the tests.
- 8.9.6 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of production, manufacture, delivery and or at the goods' final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the

- national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).
- 8.9.7 Complete test report(s) for all the goods as per Tender Specifications shall be submitted to KPLC for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from KPLC.
- 8.9.8 Should any inspected or tested goods fail to conform to the specifications, KPLC shall reject the goods, and the Contractor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to KPLC. The period for replacement or alterations together with delivery to KPLC shall be fourteen (14) days or as may otherwise be specified in the notice of rejection.
- 8.9.9 The Contractor shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, the goods will be disposed of by KPLC guided by the Disposal of Uncollected Goods Act, Chapter 38 of the Laws of Kenya.
- 8.9.10 Notwithstanding any previous inspection(s) and test(s) KPLC shall inspect and may test the goods upon arrival at the indicated site. Where KPLC inspects and rejects the goods after the goods arrival, KPLC shall claim from the Contractor the full cost of the goods including delivery charges to KPLC Stores or other indicated site and other incidental costs incurred in relation thereof.
- 8.9.11 KPLC's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by KPLC or its representative(s) prior to the goods delivery.
- 8.9.12 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by KPLC.
- 8.9.13 Nothing in clause 7.9 shall in any way release the Contractor from any warranty or other obligations under this Contract.
- 8.10 Pre-Shipment Verification of Conformity (PVoC)**
- 8.10.1 All Contractors of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.
- 8.10.2 The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed, Global Inspections South Africa (Pty) Ltd, (GSIA), China Certification and Inspection (Group) Company Ltd (CCIC), Agency Societe Generale de Surveillance S.A. (SGS) and INTERTEK, to perform the PVoC programme on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Contractor.

8.11 Consignment

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

8.12 Packaging and Labelling

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

8.13 Delivery and Documents for Foreign Goods

- 8.13.1 Delivery and or shipment of the goods shall be made by the Contractor to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements.
- 8.13.2 For imported goods, upon shipment, the Contractor shall notify KPLC and the insurance company, by papermail or facsimile the full details of the shipment including Order number, description of goods, quantity, the vessel, the airway bill number and the date, port of discharge. The Contractor shall courier, one copy to KPLC and another to the insurance company, a set of the following documents: -

- a) *The Contractor's invoice showing the goods description, quantity, unit price, total amount*
 - b) *Non-negotiable airway bill or bill of lading*
 - c) *Packing list identifying contents of each package*
 - d) *Insurance certificate, where applicable*
 - e) *Manufacturer's and or Contractor's credit number, Type Test and or Test Reports and their respective Certificates and KPLC's Official Order number shall be quoted on the shipping documents*
 - f) *Approved drawings, brochures, catalogues and technical details*
 - g) *Inspection Certificate issued by the nominated inspection agency, as per Clause 7.10 PVoC, and the Contractor's inspection report*
 - h) *Summary of Acceptance Test reports signed and approved by KPLC for the items offered, and,*
 - i) *Certificate of Origin of the goods.*
- 8.13.3 It is the responsibility of the Contractor to ensure shipping documents are received by KPLC at least one (1) week before the vessel docks or lands.
- 8.13.4 Any goods or products supplied without timely delivery or submission of the above mentioned shipping documents will not be released to importers until their quality is determined and will be held at the Contractor's expense.
- 8.13.5 Any late submission of shipping documents shall be treated as part of non-performance on the part of the Contractor and the Procurement Entity shall be entitled to call up the Performance Security. In addition KPLC shall upon demand, be entitled to receive any other amounts in excess including demurrage costs.

8.14 Delivery and Documents for Domestic Goods

- 8.14.1 Delivery of the goods shall be made by the Contractor to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements.
- 8.14.2 The Contractor shall notify KPLC of the full details of the delivered goods by delivering together with the goods a full set of the following documents:-
- a) *Copies of the Contractor's invoice showing the goods description, quantity, unit price and total price*
 - b) *Delivery note*
 - c) *Manufacturer's and or Contractor's warranty certificate*
 - d) *Packing list identifying contents of each package*
- 8.14.3 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.

- 8.14.4 Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Contractor and KPLC shall be entitled to call up the Performance Security.

8.15 Transportation

- 8.15.1 Where the Contractor is required under the contract to deliver the goods FOB, transport of the goods, upto and including the point of putting the goods on board the vessel at the specified port of loading shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the contract price.
- 8.15.2 Where the Contractor is required under the contract to deliver the goods CFR to Kenya, transport of the goods to the port of discharge or such other point in Kenya as shall be specified in the contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the contract price.
- 8.15.3 Where the Contractor is required under the contract to deliver the goods CFR, no further restriction shall be placed on the choice of the shipping line and or airline.
- 8.15.4 Where the Contractor is required to effect the delivery under any other terms, for example by post or to another address in the source country, the Contractor shall be required to meet all transport expenses until delivery.
- 8.15.5 In all the above cases, transportation of the goods after delivery shall be the responsibility of KPLC.

8.16 Liability and Insurance

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

8.17 Payment

- 8.17.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from delivery and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 8.17.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made. The terms shall be strictly on Delivered and Duty Paid (DDP) basis.
- 8.17.3 Contractors who request for a Letter of Credit (*hereinafter abbreviated as LC*) –
- a) *Shall meet all the LC costs. Indicative costs levied by the banks include opening charges (0.25% per quarter), confirmation charges (0.25% flat), settlement (0.25% flat), acceptance charges (0.25% flat) and any amendment charges.*
 - b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
 - c) *The maximum number of extensions and amendments shall be limited to two (2).*
 - d) *Should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*
 - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
 - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
 - g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total DDP basis.*
 - h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*
- 8.17.4 KPLC shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for such decline.

8.18 Interest

7.18.1 Interest payment by KPLC is inapplicable in the contract.

8.19 Prices

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

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

8.20 Variation of Contract

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

- a) *the quantity variation for goods shall not exceed ten percent (10%) of the original contract quantity.*
- b) *the quantity variation for works does not exceed fifteen per cent of the original quantity.*
- b) *the quantity variation must be executed within the period of the contract.*

8.21 Assignment

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

8.22 Subcontracts

8.22.1 The Contractor shall notify KPLC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.

8.22.2 In the event that an award is given and the Contract is sub contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

8.23 Project Manager

8.23.1 KPLC shall appoint a Project Manager who shall be an employee of KPLC and who will be responsible for supervising the execution of the Works. The names and contacts of the person appointed as the Project Manager shall be communicated to the Contractor once such appointment is made.

8.23.2 Except where otherwise specifically stated, the Project Manager will decide contractual matters between KPLC and the Contractor.

8.23.3 The Project Manager may delegate any of his duties and responsibilities to another KPLC employee and thereafter notify the Contractor of the person to whom such duties are delegated.

8.24 Works

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

8.25 Safety at Work Sites

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

8.26 Discoveries

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

8.27 Access to Site (s)

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

8.28 Instructions

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

8.29 Dayworks

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

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

8.29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

8.30 Early Warning

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

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

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

8.31 Defects

8.31.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Works that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor.

8.31.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period which begins after issuance of the Certificate of Acceptance by KPLC to the Contractor. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

8.31.3 When notice of a defect is given; the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project

Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

8.31.4 The Project Manager shall issue the Contractor with a Defects Liability Certificate after the defects are corrected.

8.32 Completion and taking over

8.32.1 Upon assessment by the Project Manager that the Works are complete, KPLC shall issue the Contractor with a Certificate of Acceptance.

8.33 Retention/Defects Liability

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

8.34 Early Completion

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

8.35 Corrupt gifts

8.35.1 The Contractor shall not offer or give or agree to give to any person in the service of the KPLC any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for KPLC for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with KPLC.

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

8.36 Termination

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

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

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

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

8.36.4 In the event that KPLC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered or not rendered, and the Contractor shall be liable to KPLC for any excess costs for such similar goods and or any other loss

PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPLC.

- 8.36.5 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.
- 8.36.6 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.
- 8.36.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

8.37 Force Majeure

- 8.37.1 *Force majeure* means any circumstances beyond the control of the parties, including but not limited to: -
- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
 - b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
 - c) *rebellion, revolution, insurrection, military or usurped power and civil war;*
 - d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
 - e) *un-navigable storm or tempest at sea.*
- 8.37.2 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.
- 8.37.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 8.37.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavour to continue to perform its obligations under the contract so far as is

- reasonably practicable. The Contractor shall notify KPLC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by KPLC.
- 8.37.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 8.37.4, then notwithstanding the provisions of the Contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 8.37.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the Contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

8.38 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the Contract, if the Contractor fails to deliver any or all of the goods or complete the Works within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the delivered or shipment price (whichever is applicable) per day of delay of the delayed items up to a maximum of ten percent (10%) of the delivered price of the delayed goods.

8.39 Warranty

- 8.39.1 The Contractor warrants that the Goods supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that the goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied goods under the conditions obtaining in Kenya.
- 8.39.2 This warranty will remain valid for one (1) year after the Goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier.
- 8.39.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this warranty.

- 8.39.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, replace the defective goods without cost to KPLC.
- 8.39.5 If the Contractor having been notified fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

8.40 Resolution of Disputes

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

8.41 Language and Law

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

8.42 Waiver

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

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
	8.17 Terms of Payment	<p><i>60% of the contract sum, after delivery of all equipment to site, 30% after Successful Installation and Commissioning, 10% after defects liability period.</i></p> <p><i>The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.</i></p>
	8.20 Variation of	<i>The contract is for a fixed sum. Variation is not allowed.</i>

	Contract	
	8.23 Project Manager	<i>The Project Manager appointed by KPLC:</i> Name: Eng. Henry Gichungi Address:30177-00100 Nairobi Telephone: 0203211665
	8.33 Defects Liability Period	12 months after issuance of Letter of Acceptance.
	8.39 Warranty Period	12 months after issuance of Letter of Acceptance.
	8.40 Resolution of Disputes	The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.

SECTION X - TECHNICAL SPECIFICATIONS

PART I

General Specifications

A: General Requirements

1.1 Scope

Supply a complete and operable electrical control panel complete with generator Breaker system, cables, relays and busbars that are extendable to be interconnected with the existing control panel at Mandera, including all devices and equipment specified herein, or required for the service. Equipment shall be new, factory tested, and delivered ready for installation. The equipment shall be integrated with the existing switchgear at Mandera Power station.

Requirements:

- (a) One 415 V generator control cabinet/distribution board with generator breaker, busbars and instruments.
- (b) Set of cables from generator to the 415 V distribution board.

1.2 Submittals

Within 28 days after award of contract, provide two sets of the following information for review:

- (a) Manufacturer's product literature and performance data, sufficient to verify compliance to

- specification requirements.
- (b) A paragraph by paragraph specification compliance statement, describing the differences between the specified and the proposed equipment.
 - (c) Manufacturer's certification of prototype testing.
 - (d) Shop drawings showing plan and elevation views with certified overall dimensions, as well as wiring interconnection details.
 - (e) Interconnection wiring diagrams showing all external connections required; with field wiring terminals marked in a consistent point-to-point manner.
 - (f) Manufacturer's installation instructions.

1.3 Warranty – Basic Two Years Cover

The complete electrical power system (feeder cabinet, cables and step-up transformer) is warranted against defects in materials and workmanship for a period of two years from the date of system start-up. Coverage includes parts, labour, travel expenses, and labour to remove/re-install said equipment, per the manufacturer's standard published limited warrant.

1.4 Single Tenderer

The Tenderer shall be the manufacturer or authorized distributor, who shall provide initial start-up services, conduct field acceptance testing, and warranty service. The Tenderer shall have 24-hour service availability and factory-trained service technicians authorized to perform warranty service on all products provided.

1.5 Manuals

Operators manuals shall be provided for all system equipment. The manuals shall include outline, interconnection, wiring, and control drawings accurately describing the equipment provided. Provide 3-sets of:

- (a) Operations and maintenance manuals
- (b) Engine shop manuals
- (c) Specification Catalogues

1.6 Two Year Maintenance

The Tenderer will be required to provide spares for the required maintenance for the first two years. The Tenderer will carry out all required preventative maintenance as per the recommendations of the manufacturer. This will include parts, labor, travel expenses at no extra cost. During this time, the Tenderer will train KPLC staff so as to ensure smooth handover of the equipment.

B: Minimum Spare Parts to be provided

ITEM	DESCRIPTION	QTY
1	Spring charging handle	1 Sets

2	Circuit breaker draw out handle	1Sets
3	MCB of each type	1 Sets
4	Bulbs of each type of bulb	5 Sets
5	Circuit Breaker Control Switch	2 Sets
6	Ammeters with MDI for Feeder, with face plates for both C.T. ratios	2 Sets

Bidder to advice on additional critical spares as an option

ITEM	DESCRIPTION	QTY
1		
2		
3		
4		

PART II

Specifications For 415 V Ac generator control Panel

1.0 General Specifications

1.1 Scope

This Specification covers the Design and Engineering, Manufacture, Testing at The Manufacturer's Factory, painting, packing for transport, insuring, shipping, delivering to the port of Kenya, landing, customs clearing, Local Transportation and Delivery to Site, Unpacking, Erection, Test and Commissioning of 415 V AC Indoor Metal Clad generator Switchgear Panel.

Subsequent paragraphs will give detailed descriptions and requirements for the Switchgear Panel, including Air Circuit Breaker, Current Transformers, Protection Relays, Metering, Measuring, Indicating and Control devices and other equipments/Devices, specified herein.

All these shall be housed in an existing powerhouse at Mandera Power station and shall be interconnected with the existing 415 V switchgear panel. The Tenderer shall provide cables from the generator to the control panel.

1.2 Standards

Ratings, characteristics, tests and test procedures, etc. for the 415V AC Metal-Clad Switchgear Board and all the Protection Relays, Measuring and Indicating Instruments and the control and monitoring devices and Accessories, including Current transformers shall comply with the provisions and requirements of the standards of the International Electro-technical Commission (IEC), and also relevant ANSI Standards where Specified.

The latest revision or edition in effect at the time of Bid Invitation shall apply. Where references are given to numbers in the old numbering scheme from IEC it shall be taken to be the equivalent number in the new five-digit number scheme. The Bidder shall specifically state the Precise Standard, complete with identification number, to which the various equipment and materials are manufactured and Tested. The Bid Document may not contain a full list of standards to be used, as they only are referred to where useful for clarification of the text.

1.3 Service Conditions

From the geographical condition, the area where the switchgear panels shall be installed is categorized into the tropical climate zone. In choosing materials and their finishes, due regard shall be given to the humid tropical conditions under which the switchgear panels shall be called upon to work. The Manufacturer of the Switchgear panels shall submit details of his usual practice of tropicalization which have proven satisfactory for application to the Switchgear panels and associated equipments to prevent Rusting and Ageing in the Tropical Climate Zone. The Applicable standards for tropicalization shall be listed.

1.3.1 Climatic Conditions & Geo-Reference

Unless otherwise specifically stated in Particular Technical Specifications, any equipment or component or assembly shall be designed for the following service conditions:

Parameter	Max	Min
Ambient air temperature		
Outdoor	+40°C	-1°C
Indoor	+40°C	-1°C
24 hour average maximum	+30°C	-1°C
Relative humidity		
Height above sea level	1000 m	
EMC Class (IEC 61000)	Industrial environments	
Seismic coefficient	1.5	

Rainfall conditions

Average	800-1700 mm/year
Maximum	160mm in 24 hrs
Annual mean isokeraunic level	Max 180 thunderstorm days
Pollution (IEC 60815)	Heavy :class II

Switchgear room Temperature

The Switchgear shall be installed in a room without Air conditioning but with ventilation to allow natural cooling. Therefore All the Protection and control devices employed shall be capable of operating in this environment without failure for their designed life time. Particularly the power supply modules of the Protection and Control devices shall be designed for minimum heat generation and effective heat dissipation to ensure that the temperature of these devices enclosed in the relay panels at the above listed Ambient temperatures shall not exceed the Maximum operating temperature of the device.

1.3.2 Tropicalization

- (a) All equipment must be designed for operations in the severe tropic climate conditions and fully comply with climatic aging tests as per IEC 60932-class 2

Metals:

Iron and Steel are generally to be painted or galvanized as appropriate. Indoor parts may alternatively have chromium or copper-nickel plates or other approved protective finish. Small iron and steel parts (other than rustless steel) of all instruments and electrical equipment, the cores of electromagnets and the metal parts of relays and mechanisms shall be treated in an appropriate manner to prevent rusting.

Screws, Nuts, Springs, Etc

The use of Iron and steels shall be avoided in instruments and electrical relays wherever possible. Steel screws shall be zinc, cadmium or chromium plated or where plating is not possible owing to tolerance limitations, shall be of corrosion resisting steel. Instrument screws (except those forming part of a magnetic circuit) shall be of brass or bronze. Springs shall be of non-rusting material, e.g., phosphor-bronze or nickel silver, as far as possible.

1.4 Working Stress And Equipment/Apparatus Design

1.4.1 General

The design, dimensions and materials of all parts shall be such that they will not suffer damage under the most adverse conditions nor result in deflections and vibrations, which might adversely affect the operation of the equipment. Mechanisms shall be constructed to avoid sticking due to rust or corrosion.

The equipment and apparatus shall be designed and manufactured in the best and most substantial and workmanlike manner with materials best suited to their respective purpose and generally in accordance with up-to-date recognized

standards of good practice.

The equipment shall be designed to cope with 0.10G acceleration of seismology on the centers of gravity.

All equipment shall be designed to minimize the risk of fire and consequential damage, to prevent ingress of vermin and dust and accidental contact with electrically energized or moving parts. The switchgear panels shall be capable of continuous operation with minimum attention and maintenance in the exceptionally severe conditions likely to be obtained in a tropical climate and where the switchgear is called upon to frequently interrupt fault currents on the system and also where the duty of operation is high.

1.4.2 Strength and quality

Liberal factors of safety shall be used throughout, especially in the design of all parts subject to alternating stresses or shocks.

1.4.3 Design data low voltage equipment

Low voltage equipment and installation shall be designed in accordance with EMC directives. The rating and design criteria for low voltage equipment shall be as follows:

(i) AC Supply Rating system

Rated voltage between phase	415 V
Connection type	3ph 4wire
Rated voltage between phase to earth	240 V
Grounding system	Solid Earthing
Frequency	50 HZ
Voltage variation	+/-10%
Frequency variation	+/-2%
Power frequency 1 min, Test Voltage	3 kV

The three-phase supply shall be used for power circuit and the single-phase supply for lighting, indication, motor controls and similar small power circuits.

Unless otherwise specified, the equipment provided under this Tender is to be capable of reliable operation at voltages as low as 85% of the rated voltage, and to withstand continuously up to 110% supply voltage above the rated value of 240V single phase or 415V AC three phase.

(ii) DC Auxiliary Supply Rating

Equipment/Device Rated voltage	24V DC
Connection type	2 wire
Voltage variation	18-36 V DC

The Auxiliary DC Supply shall be used for controls, indication, alarm, protection relays, and Circuit breaker tripping and closing circuit, e.t.c.

All equipment and apparatus including the Circuit Breakers, Protective relays, Control Devices and Accessories, Measuring and Indicating Instruments and electronic equipment shall be capable of satisfactory operation at 80% to 125% of the rated supply voltage.

1.5 Basic Requirements For Electrical Equipment

All materials supplied under this Contract shall be new and of the best quality and of the class most suitable for working under the conditions specified. They shall withstand the variations of temperature and atmospheric conditions arising under working conditions without distortion, deterioration or undue stresses in any parts and also without affecting the suitability of the various parts of the Works for which they were designed.

(a) Electrical controls, auxiliaries and power supplies

(i) Responsibility for electrical control and auxiliaries

The Manufacturer shall provide all control, indication, alarm and protection devices and all auxiliary equipment with wiring and interconnecting cable which are integral parts of or are directly associated with or mounted on the Switchgear panels to be supplied under this Tender. The design of Protection and Control schemes for the switchgear panels shall be subject to approval by the Employer.

(ii) Operation and control

Interlocking devices shall be incorporated in the control circuit to ensure Safety, and Proper sequence and correct operation of the equipment.

(b) Measuring instruments

(i) All measuring instruments, including energy meters, shall be of flush-mounted, back-connected, dust-proof and heavy-duty switchboard type. Each measuring instrument shall have a removable cover, either transparent or with a transparent window. Each instrument shall be suitable for operation with the instrument transformers detailed in this specification, under both normal and short-circuit conditions.

(ii) For analog type instruments, scale plates shall be of a permanent white circular or rectangular finish with black pointer and markings. The scale range shall be determined from the current transformer and voltage transformer ratios and is given in the detailed specifications for each instrument.

All measuring instruments of analog type shall be approximately 110mm² enclosures and shall be provided with clearly readable long scale, approximately 240 degrees. The maximum error shall be not more than one and a half (1.5) percent of full-scale range.

(c) Indicating lamps

Indicating lamp assemblies shall be of the switchboard type, insulated for 24 V D.C. service, with appropriately colored lens and integrally mounted resistors for 110-volt service. The lens shall be made of a material, which will not be softened by the heat from the lamps.

For the Circuit Breakers, Red indicating lamps shall be used for “ON” position, green lamps for “OFF” position Indication and Amber for Transition

(d) Nameplate and Escutcheon Plates

(i) Each cubicle, panel, meter, switch and device shall be provided with a nameplate or escutcheon plate for identification with English description and also where appropriate the IEC Number on the front of the panel directly below each device as appropriate. On the inside of the control compartment of the switchgear panel, a yellow label, engraved in Black Letters and Numbers shall be fixed below each device. The Device Name/Number fixed on the inside of the control compartment shall correspond to the Name/Number used in the drawings. Each equipment shall be provided with a rating plate containing the necessary information specified in the relevant IEC standards.

(ii) The plates shall be made of weatherproof and corrosion-proof materials and shall not be deformed under the service conditions at the site. The entries on the plates shall be indelibly marked by engraving with black letter on a white background.

(e) Wiring

(i) General

(1) All wiring inside the switchgear panel shall be done with PVC insulated wire not less than 2.5 sq.mm, flexible cable. A suitable wiring duct system firmly fixed on the panel and having covers shall be installed for all inter-panel and front-to-rear panel wiring as well as for wiring within the panels, which will provide easy access for inspection and replacement of the wires.

(2) Wiring between terminals of the various devices shall be point to point. Splices or tee connection will not be acceptable. Wire runs from the duct to the device shall be neatly trucked or clamped.

(3) Exposed wiring shall be kept to a minimum, but where used, shall be formed into compact groups suitably bound together and properly supported.

- (4) Instrument transformer secondary circuits shall be grounded only on the Terminal Block in the Control Compartment. Cable supports and clamp type terminal lugs shall be provided for all incoming and outgoing power wiring terminated at each panel. All wiring conductors (wires) shall be marked at each point of termination onto the terminal block or device. These wire markers shall be of an approved type and permanently attached to the conductor insulation. The method of ferruling shall be subject to approval by the Employer; It is however preferred that the Wire marker (ferrule) correspond to the device terminal Number of the device or the Terminal Block Number where it is terminated.

(ii) Phase arrangement

The standard phase arrangement when facing the front of the panel shall be R-S-T-N, and P-N from the left to right, from top to bottom, and front to back for A.C three-phase and single-phase circuits. For DC circuit it shall be N-P from left to right, P-N from top to bottom and front to back. All relays, instruments, other devices, buses and equipment involving three-phase circuit shall be arranged and connected in accordance with the standard phase arrangement wherever possible.

(f) Terminal blocks

- (i) Terminal blocks for control wiring shall be rated not less than 600V AC.
- (ii) Each Individual Terminal Block shall be marked with a distinctive Number, which shall be the same Number used in the drawings, for identification purposes. The TB number shall be engraved in black numbers in white background.
- (iii) Each set of terminal Block shall be identified by a label to distinguish it from another set of terminal block with similar Numbers for the individual terminal blocks. The labels used will match those used in the drawings.

2.0 **Equipment And Switchgear Earthing**

2.1 General

All the Compartments including the hinged doors of the Switchgear Panels and all the earthing points of the equipment installed/mounted in the Switchgear panels shall be connected to the grounding conductor at the bottom of the panel for external connection to the substation earthing System.

Earthing conductors shall be of annealed high conductivity copper. The earthing conductor on the primary equipment such as the Earth Switch and also for inter-panel earth-bonding as well as for external connection to the substation Earthing – grid shall be adequate to carry the rated switchgear short-circuit current of 65kA for 1 seconds.

3.0 Materials And Workmanship

3.1 General

Materials shall be new; the best quality of their respective kinds and such as are usual and suitable for work of like character. All materials shall comply with the latest issues of the specified standard unless otherwise specified or permitted by the Employer.

Workmanship shall be of the highest class throughout to ensure reliable and vibrations free Operations. The design, dimensions and materials of all parts shall be such that the stresses to which they may be subjected shall not cause distortion, undue wear, or damage under the most severe conditions encountered in service.

All parts shall conform to the dimensions shown and shall be built in accordance with approved drawings. All joints, datum surfaces and meeting components shall be machined and all castings shall be spot faced for nuts. All machined finished shall be shown on the drawings. All screw, bolts, studs and nuts and threads for pipe shall conform to the latest standards of the International Organization for Standardization covering these components and shall all conform to the standards for metric sizes

All materials and works that have cracks, flaws or other defects or inferior workmanship will be rejected by the Employer.

3.2 Assembly

Necessary items of equipment shall be assembled in the factory prior to shipment and Routine tests shall be performed by the Manufacturer as per the requirements of the latest issue of IEC as specified under each equipment in these specifications to demonstrate to the satisfaction of the Employer that the Switchgear panels comply with the requirements of the relevant IEC standards.

3.3 Casting

Casting shall be true to pattern, of workmanlike finish and of uniform quality and condition, free from blowholes, porosity, hard spots, shrinkage defects, cracks or other injurious defects, shall be satisfactorily cleaned for their intended purpose.

3.4 Operational Details

Instructions shall be engraved on the switchgear panel, on the circuit breaker compartment describing in simple steps how to carry out correct and safe Isolation, racking-in and switching operations on the circuit breaker. Similar details should be provided for the operation of the earth switch.

4.0 Protection, Cleaning And Painting

All outside panel surfaces shall be primed, filed where necessary, and given not less than two coats of synthetic undercoat. The finishing coat for the indoor installations shall be gloss paint.

Primer shall be applied to surfaces prepared in accordance with the plant manufacturer's instructions. The surface shall be wiped clean immediately prior to applying the paint. The primer and finish coats of paint shall be applied using the methods and equipment recommended by the manufacturer.

No painting or protection is required for finished or unfinished stainless steel parts.

The humid and tropical conditions shall be taken into account on selection of the paints and painting procedure.

5.0 Drawings

- 5.1 Before starting manufacture of the Switchgear panels, dimensioned drawings and data showing all significant details of the equipment and materials to be used shall be submitted to the Employer for approval. Four 4 weeks shall be allowed for discussions between the manufacturer and the employer leading to final Approval of the drawings by the Employer. Manufacturing of the switchgear panels shall not commence under any circumstances without receipt of Approved drawings by the Manufacturer from the employer.
- 5.2 The drawings shall be modified as necessary if requested by the Employer, and resubmitted for final approval.
- 5.3 The manufacture of the switchgear shall then proceed strictly in accordance with the Approved drawings and also in accordance with the Detailed specifications as contained herein. Where conflict may arise between the specifications and the approved drawings, the Specifications will take precedence, unless it's specifically indicated in writing on the Approved drawings that the conflicting clause in the specifications is superseded, or where following discussions between the Manufacturer and the employer, the employer gives approval in writing to supersede the conflicting clause in the specifications.
- 5.4 It is to be understood, however, that approval of the drawings will not relieve the manufacturer of any responsibility in connection with the works that the switchgear will fully comply with the relevant IEC/ANSI standards and with these specifications.
- 5.5 **All drawings submitted for approval or sent to the Employer for any other reason shall be in hard copy form and shall be sent by courier. Drawings for Approval shall not by any means be forwarded via e-mail or any other media except in hard copy form.**

Following completion of the manufacture of the switchgear Panels, the manufacturer shall carry out the following Checks and Tests before Inviting the Employer for Factory Acceptance Tests. Dimensional checks for the switchgear Board and the Busbars. Primary Injection Tests to check correct connection of the current transformers to the relays and instruments and Measuring devices.

Electrical Functional Tests

Mechanical/Interlock checks.

Any problems noted will be rectified and the switchgear panels shall only be shipped once the above tests and Checks are confirmed to be satisfactory.

Upon testing of the panels as in e) above the drawings will be edited to capture any minor wiring errors detected in order to produce the final construction drawings. A copy of the final construction drawings signed by the Manufacturer shall be send by courier to the employer before the panels are shipped.

All Protection and Control drawings shall be done on A4 - size paper. The function of each drawing shall be clearly indicated. Related drawings shall be arranged sequentially, and have the same drawing number but different sheet numbers. The drawings shall include the following; All Protection and Control drawings shall be done on A4 - size paper. The function of each drawing shall be clearly indicated. Related drawings shall be arranged sequentially, and have the same drawing number but different sheet numbers. The drawings shall include the following;

- (a) Ac single line drawing
- (b) AC Schematics
- (c) DC Schematics
- (d) Functional Drawings
- (e) Panel wiring and cable terminations and schedules
- (f) Panel device layout drawing
- (g) General layout drawings for the switchgear panels
- (h) Relays and accessories list.

Five (5) Copies of Final As built drawings shall be supplied after commissioning of the Switchgear.

6.0 Operating And Maintenance Instructions

The Contractor shall supply detailed instructions manuals concerning the correct manner of assembling/Installing/Erection, configuring, setting, Testing and Commissioning, operating and maintaining the equipment and devices constituting the Switchgear Board, including the board itself. The maintenance details of each component shall also be described, including the frequency of inspections and lubrication.

The instruction manual shall include a separate and complete section describing the normal and emergency operating procedures for the Switchgear, and shall include explanatory diagrammatic drawings to facilitate understanding the instructions.

The Manufacturer shall, in preparing the instruction manuals, take into account the lack of experience and familiarity of the Operators with this type of equipment.

The manual shall give specific information as to oil, grease, or any other materials needed for maintenance operations. This information shall include brand names and manufacturer's numbers or designations for at least two brands available in Kenya, preferably manufactured in Kenya.

A complete set of the Operating and Maintenance manuals for All the Plant, Equipment and Accessories to be installed/mounted in the switchgear panels shall be sent to the Employer together with the Drawings for Approval. The operating and maintenance manuals shall be original copies printed by the manufacturer. Any illegible copies of the operating and maintenance manuals submitted shall be rejected by the employer.

Before Approval of Shipment of the switchgear Panels, Five (5) Copies of the Operating and Maintenance Instructions/Manuals shall be sent to the Employer by Courier. The operating and maintenance manuals shall be original copies printed by the manufacturer. Any illegible copies of the operating and maintenance manuals submitted shall be rejected. In addition, three (3) Soft copies of the manuals shall be sent to the employer by Courier.

7.0 Testing

7.1 Testing At Place Of Manufacture

The manufacturer shall be responsible for performing or for having performed all the required tests specified under the specification for the switchgear and all the Current Transformers, Protection Relays, Energy Meter, Measuring and Indicating instruments.

Tenderer shall confirm the manufacturer's capabilities in this regard when submitting tenders. Any limitations shall be clearly specified.

Tender documents shall be accompanied by copies of Type test and Routine test reports & certificates for similar rated equipment for the purpose of tender evaluation. Type test reports & certificates shall be certified by the National Standards and Testing Authority (NSTA) of the country of origin or by a third party Reputable Testing Authority. Where a body other than NSTA is used to certify the type-test reports, a copy of the certificate of accreditation shall be attached. Current contact information of the testing and certification authority shall be provided. Tenderers should note that this requirement is Mandatory.

Upon completion of the manufacturing process, routine tests shall be carried out as per the respective IEC standards of each equipment as follows:

- (i) Circuit Breaker IEC 60298, IEC 60947
- (ii) Switchgear panels, IEC 60294
- (iii) Current Transformers, IEC 60044-1
- (iv) Voltage Transformer, IEC 60044-2
- (v) Protection Relays and Measuring and Indicating Instruments, IEC 60255 & 51

Only Upon receipt of Authentic certified copies of the Routine Test Reports/certificates and Tests shall the Employer give clearance for shipment of the Switchgear Board once all the listed requirements on Drawings, Instruction and maintenance manuals and software are met.

7.2 Commissioning Tests at Site

The following minimum tests will be carried out during commissioning:

- (a) Primary injection to confirm the CT secondary circuits are correctly connected to the relays, energy meters, instruments etc.
- (b) Relays testing and programming/setting
- (c) Breaker functions/
 - U/V coil defeating
- (d) Charging-manual/electrical
 - i. -Racking
 - ii. -Prot trip
- (e) -Open/close(manual/auto)
- (f) Energy Meter configuring and programming
- (g) Annunciator/Indications/alarms
- (h) All indications to be tested and confirmed through initiation from the process.
- (i) Panel interlocking confirmation
- (j) Voltages Confirmation
 - i. -110v DC
 - ii. -24v DC
 - iii. -240v AC

8.0 Software

One copy of each different type of Software in a CD Rom, for Protection Relays and other measuring and Control Devices whose Configuration and Settings is Software based and the connection Cable (Two for each type of device) shall be sent to the employer by courier before Approval for Shipment of the Switchgear Board is granted by the Employer. All the software indicated in the Technical Schedules shall be supplied. The software shall also be capable of downloading and analyzing data form the Relay/measuring device.

It shall be possible to load the software into at Least 2No. Different Laptop Computers without requirement for additional licenses, in order to facilitate Operations. Where additional licenses are required, the cost shall be considered to have been included in the bid.

One b (1) set of hard cover manuals for each type of software Supplied providing detailed instructions for programming settings and configuration of the relays and other devices and downloading of data, shall be supplied with the switchgear.

9.0 Spare Parts

The manufacturer shall furnish spare parts as listed in the specifications.

The spare parts supplied shall be packed or treated in such a manner as to be suitable for storage under the climate conditions at the Site for a period of not less than two years, and each part shall be clearly marked with the description and purpose on the outside of the package. The manner of storage shall be recommended by the manufacturer.

Spare parts so provided shall be delivered with the switchgear to the employer's stores. Delivery of spare parts will not be deemed to be complete until the packages have been opened and their contents checked by a representative of the Employer.

10.0 Detailed Specifications For 415 V Ac Metal-Clad Indoor Switchgear Panels

Construction For Each Panel

- 10.1 The whole switchgear equipment and components shall be designed and constructed in accordance with IEC 60298 and IEC 60947. The Board shall be complete with all the relevant components including, Busbars, Circuit Breaker, Cable Compartment, Instrument Transformers, Protection Relays, instruments and controls.
- 10.1.1 The Switchgear Board shall be constructed to IP42 degree of Protection in accordance with IEC 60529. A type test Report for the Degree of Protection of the Switchgear panels from a third party Reputable Testing Laboratory or Certified by the National Standards and Testing Authority (NSTA) or a laboratory Accredited to the NSTA shall be submitted with the Tender for Evaluation Purposes.
- 10.1.2 The switchgear panel or cubicle shall be built up of separate metal clad-compartmented cubicles with earthed metal partitions. The compartments shall be for busbar, cable connection and current transformer, Air circuit breaker, and Protection and Control compartments.
- 10.1.3 The Air circuit breakers shall be mounted on an inbuilt carriage to facilitate Isolation and withdrawal of the Air Circuit Breaker. Where the carriage is fixed in the compartment and does not allow complete withdraw of the Air circuit breaker outside it's compartment, then a purposely built Trolley shall be provided equipped with a lowering/raising gear to lower the Air circuit breaker to the floor, and to raise the circuit breaker to it's compartment by one switching operator.
- 10.1.4 The complete switchgear shall be such that the complete switchboard is of flush-front design.
- 10.1.5 All the Protection Relays, Auxiliary Relays, Energy Meters Indication Lamps, Instruments, Control and selection switches and any other associated accessories will be mounted in the Protection and Control compartment. All the Protection Relays, Auxiliary Relays, Energy Meters Indication Lamps, Instruments, Control and selection switches and any other associated accessories will be mounted in the Protection and Control compartment.
- 10.1.6 The cable compartment should have an anti vermin guard plate giving protection against rats, rodents etc.

- 10.1.7 The Circuit breaker compartment door shall be provided with provisions for padlocking.
- 10.1.9 The doors shall be capable of withstanding the effects of maximum internal arcing fault without being blown off and causing danger to other equipment/personnel.
- 10.1.10 The busbar shall be single, three phase, air insulated. The primary busbars and connections shall be of high conductivity and electrolytic material, high grade copper, and shall be in unit lengths.
- 10.1.11 Busbars, connections and their support shall be rated 1600Amps continuously under ambient conditions and capable of carrying the short-time current associated with the short circuit ratings of the circuit breakers, of 65kA for 1 Seconds.
- 10.1.12 Busbars shall be extensible at both ends, such extension shall entail the minimum possible disturbance to the existing busbar.
- 10.1.13 Provision shall be made for locking busbar and circuit shutters separately in the Circuit Breaker compartment.
- 10.1.14 Provision shall be made for integral circuit earthing and for busbar earthing. Means of earthing shall be by circuit breaker or purposely built earth switch. Mechanical interlocks to ensure correct switching operation shall then be provided.
- 10.1.15 The earth switch shall be easy to operate by one operator and be spring loaded to ensure Effective Make Operation independent of the Operator Action. The earth switch shall be rated to make and carry for 3 seconds, the rated short-circuit current of the Air Circuit Breaker.
- 10.1.16 The Status of the earth Switch shall be visible from the front of the Panel.
- 10.1.17 The operation of the Earth Switch shall be set in such a way that during both the Close and Open Operations, a clearance of at least 9 inches shall be maintained between the operating handle and the bottom of the switchgear panel.
- 10.1.18 It shall not be possible to insert the Earth switch Operating handle into Position except when the Circuit breaker is in the Test or Isolated Position.
- 10.1.19 All earthing facilities shall be rated for fault making at the rated switchgear short-circuit current.
- 10.1.20 The Panel wiring for protection, instruments, indication and metering circuits and other control accessories shall be completely done. All circuits for connection to external cables such DC & AC auxiliary supplies, external tripping, and Indications shall be wired up to the terminal Block at the Back of the panel where external cables shall be connected. At least 12 spare terminals shall be provided on the terminal board for any future requirements.

- 10.1.21 It is emphasized that Each Switchgear panel will have a terminal block at the back of the panel where all external cables such as Auxiliary DC supply, shall be made.
- 10.1.22 Auxiliary 24 V DC supplies for Circuit Breaker control, Alarm circuits and Protection relays, shall be controlled by suitably rated Miniature Circuit Breakers.
- 10.1.23 The cubicle shall be tropical vermin proof. The plates shall be of mild steel thoroughly cleaned by shot blasting or other approved methods. They shall then be given a primary coat and two coats of contrasting colour of durable and weather resisting paint. The final coat shall be gloss and of Admiralty Grey (Shade 632) as specified in BS 381C. The final thickness of the paint shall not be less than 80 Microns at any point within the switchgear panel
- 10.1.24 Anti-condensation heaters shall be provided inside each cubicle. They shall be located so as not to cause injury to personnel or damage to equipment. The heaters shall be controlled by a hygostat with a variable humidity and temperature setting. The Heaters shall be dimensioned to ensure that condensation cannot occur within the switchgear panel.
- 10.1.25 The 240V AC supply, for the heaters shall be controlled by a suitably rated single pole miniature circuit Breaker.

All the switchgear panels shall be rodent and vermin proof.

10.2 Circuit Breakers

- 10.2.1 The circuit breaker shall be three pole operated, indoor type, Air Circuit Breakers.
- 10.2.2 The moving portion of each circuit breaker shall consist of a three-pole circuit breaker, operating mechanism, primary and secondary disconnecting devices, auxiliary switches, position indicators and necessary control wiring. The Auxiliary switches shall be of the plug-in type, with the male contacts mounted on the Breaker carriage and the female contacts on the plug-in cable connected to the Panel wiring. Other options may be considered where there is adequate proof that the auxiliary contacts will always be making firmly without mis-alignment. Finger contacts will however not be acceptable.
- 10.2.3 The circuit breakers of the same current and voltage ratings shall be fully interchangeable, both electrically and mechanically.
- 10.2.4 Name plate for the circuit breaker shall be provided with all the required details as per IEC Standards.
- 10.2.5 The circuit breaker operating mechanism shall be motor wound spring operated, power closing with electrical release and with provision for hand charge.
- 10.2.6 Mechanical indication shall be provided to indicate the state of the spring.

- 10.2.7 The operating mechanism shall be completely trip free both mechanically and electrically.
- 10.2.8 The circuit breaker shall have a mechanical operations counter
- 10.2.9 One mechanical ON/OFF indicator, with inscription “ON” white letters on red background and inscription “OFF” white letters on green background shall be provided for the circuit breaker.
- 10.2.10 One mechanical indication of the state of the spring inscription – SPRINGS CHARGED (white letters on red background); SPRINGS FREE, (white letters on green background) shall be provided for the circuit breaker.
- 10.2.11 The breaker controls shall have anti-pumping facilities.
- 10.2.12 Where the Circuit Breaker is used for Circuit or Busbar Integral earthing, the control wiring of the breaker housing should be such that when the breaker is in circuit earth or busbar earth positions it shall only be Operated mechanically and not electrically.
- 10.2.13 The Circuit Breaker Maintenance and Operations Manual shall contain clear instructions on the Maintenance requirements of the Circuit Breaker (if any), to prevent Switchgear failure in service, due to excessive Fault Current Clearance or any other cause.

10.3 Current Transformers

- 10.3.1 Current transformers shall be Cast Resin Type and shall be accommodated inside the cubicle, in a separate compartment.
- 10.3.2 The current transformers shall be in accordance with the requirement of IEC 60044-1 and shall have the specified accuracy under load conditions and shall be able to withstand the effect of short-circuit fault current rating of the switchgear, of 65kA for 1 seconds.
- 10.3.3 Current transformers shall have a rated burden as specified, sufficient for the connected Numerical Protection relays and Energy meters and instruments.
- 10.3.4 Copies of Type Test certificates and routine Test Reports/Certificates as per IEC 60044-1, of CTs of similar Rating and Class as the specified CTs shall be submitted with the Tender for tender Evaluation Purposes. The Specified CTs must be within the Product Range of the manufacturer.

10.4 Protection Relays

- 10.4.1 The Measurement relays shall be Flush mounted and of Numeric Design, with event recording, Fault recording, power measurement, and shall be in accordance to IEC

60255.*

- 10.4.2 Besides the communication port, the relays shall have a human – machine interface facility (MMI) with and LCD Screen where one can easily access relay information.
- 10.4.3 Relay contacts shall be suitable for making and breaking the maximum currents, which they are required to control in normal service. Where contacts of the protective relays are not sufficient for Circuit Breaker Tripping, auxiliary Trip relays shall be provided, in order to prevent Damage to output contacts of the Measuring relay.
- 10.4.4 Relay contacts shall make firmly without bounce and the relay mechanism shall not be affected by Panel vibration or external magnetic fields.
- 10.4.5 Relays shall be provided with clearly inscribed labels describing their functions and IEC Device Function numbers.
- 10.4.6 Relays shall be suitable for operation on the station D.C. supply without use of dropping resistors or diodes.
- 10.4.7 To reduce the effect of electrolysis, relay coils operating on DC shall be so connected such that they are not continuously connected from the positive pole of the station battery.
- 10.4.8 The relay Thermal rating shall be such that the fault clearance times on any combination of current and time multiplier settings shall not exceed the thermal withstand capability of the relay. (Max. fault current = 25kA).
- 10.4.9 The relays shall be EMC 89/336/EEC compliant.

10.5 Indications And Instruments

- 10.5.1 All instruments shall be flush mounted and shall be in accordance with the requirement of IEC 51.
- 10.5.2 Each cubicle shall have the following indications:-
 - (i) One indicator lamp to show the breaker in closed position - RED colour
 - (ii) One indicator lamp to show the breaker in open position - GREEN colour
- 10.5.3 The instruments shall be supplied as described under each panel in the subsequent sections.
- 10.5.4 Power Cable Termination

Cable compartment design shall be suitable for heat shrinkable (or equivalent) jointing application termination. The compartment shall be adequate for connection of cables to evacuate the total load of 1600 Amps.
- 10.5.5 Accessories:

The following accessories shall be supplied with the switchboard at no extra cost:

Spring charging handle	ONE SET
Circuit breaker draw out handle	ONE SET
Recommended set of circuit breaker maintenance tools	ONE SET

10.6 Consumable Spares

The following consumable spares shall be supplied with the switchgear board at no additional cost:

Four (2) Trip Coils
Four (2) Closing Coils
Five (5) Fuses of each type of fuse
Two (2) MCB of each type
Five (5) Bulbs of each type of bulb
Two (2) Circuit Breaker Control Switch
Two (2) Ammeters with MDI for Feeder, with face plates for both C.T. ratios

10.7 Ratings Of Switchgear and Equipments

Feeder Air Circuit Breaker

Interrupting Medium	Air
Number of poles	3
Highest equipment Voltage	600 V AC
Nominal System Voltage	415 V AC
One minute power frequency withstand voltage	3 kV
Impulse withstand voltage (BIL)	8 kVp
Frequency	50 Hz
Rated short time current	65 kA
Rated Short circuit current withstand	65 kA, 1 seconds
Auxiliary D.C. voltage for closing and tripping coils	24 V DC
Auxiliary a.c. voltage	240V AC, 50Hz
Tripping/closing coil auxiliary voltage	24 V DC
Spring charging motor supply	240 V AC
Rated normal Current	1600 A

10.7.2 Current Transformers for Generator and Feeder Panels

Ratings:

(i) Rated Short time current (STC) withstand	:25 kA for 3 seconds
(ii) Rated Voltage of the CT	:600 V
(iii) One minute power frequency withstand voltage	:3kV
(iv) Impulse withstand voltage	:8 kVp
(v) Rated maximum continuous current	:1600 Amps

Ratio and class:

Feeder Panels:

Core 1:	C.T Ratio	: 1600-800/1 A
	Class	:5P10
	VA	:15VA
Core 2:	C.T Ratio	:1600-800/1 A
	Class	:0.5
	VA	:15VA

10.7.3 Tests

All switchgear shall be tested in accordance with the requirement of IEC 60298. Tests shall be carried out on the circuit breakers as per the requirement of IEC 60947. Current transformers shall be tested in accordance with the requirement of IEC 60044-1.

10.7.3.1 Schedule of Tests to be carried out at the Manufacturer's plant

(a) Test on Complete 415 V AC Feeder Switchgear Panel

- (i) Power frequency Withstand Test
- (ii) Megger Test
- (iii) Contact resistance test of Primary joints
- (iv) Power frequency Withstand Test on secondary Wiring
- (v) Dimensional Checks
- (vi) Operational/Functional Tests
- (vii) Primary Injection Tests
- (viii) Calibration Tests on Relays and Instruments.

(b) 600 V AC Air Circuit Breaker

- (i) Routine tests.
 1. Operation test.
 2. High Voltage test, dry. 3kV Power frequency Voltage test on controls and auxiliary circuits.
 3. Measurement of resistance of the main circuit.
- (ii) Type Tests: Submit copies of Type test Reports and Certificate
 1. Mechanical endurance test
 2. Temperature rise test.
 3. Impulse voltage test
 4. Interrupting Capacity test.

NB: Copies of Type Test Certificates for similar rated Circuit Breakers and Certified by National Standards and Testing Authority body or Reputable Third Party Test Laboratory shall be submitted with the Tender for Evaluation Purposes.

(c) Current Transformer

Type and routine tests shall be carried out at the manufacturer's plant as per the requirement of IEC 60044-1, as listed below.

- (i) Polarity Test and Verification of terminal markings
- (ii) Ratio and phase angle error test (accuracy class composite error test)
- (iii) Power frequency Tests on Primary and secondary windings

10.8 Protection Relays, Controls And Measuring Devices

Requirements For 415 V Ac Feeder Switchgear Panel:

10.8.1 General Requirements

Protection against electrical faults and abnormal conditions on 415 V AC Switchboard and the outgoing 11 kV feeders shall be conducted by the protective relays and associated switchgear. The Protection schemes shall be designed to ensure detection of all faults, fast discriminative fault clearance in order to ensure safety of personnel, equipment and continuity of Electric Power Supply.

10.8.2 Bill Of Materials:

(a) Feeder Panel Requirements

Each Feeder Panel shall be equipped with the following Protection Relays, Measuring and indicating devices, Controls and other Accessories.

- (i) Three phase overcurrent and earth fault.
- (ii) Combined Earth Fault and sensitive Earth Fault Relay.
- (iii) Three Ammeters with MDI with face plates available for both CT ratios. The Ammeter shall indicate both the instantaneous Load current and also the Maximum Demand Load current since the last reset.
- (iv) Energy Meter
- (v) Voltmeter and Voltage Selector Switch, Circuit breaker control switch (Close, Open & Neutral), with a mechanical Lock, to prevent unintended tripping of the Circuit Breaker.
- (vi) Sensitive Earth Fault (SEF) mechanical isolation link or switch.
- (vii) Circuit Breaker ON(red) and OFF(green) Indication lamps.
- (viii) Anti-condensation Heater.
- (ix) Hygrostat with separate Humidity and Temperature control Setting.
- (x) Door switch Operated Lighting point and Bulb.
- (xi) 3 Pin - Square Power Socket Outlet with red neon indicator.
- (xii) Suitably rated MCBs for Auxiliary 24V DC and for 240 V AC supplies.

10.9 Protection Relays And Control Devices

Reference Standards IEC 60255: Electrical Relays

10.9.1 General Requirements

- (a) The electrical Measuring protective relays shall be of Numeric Design. The Protective Relays and Auxiliary Relays shall operate successfully for any value of the DC supply voltage between 85% and 125% of the rated voltage of 24 V DC without exceeding the temperature rise limits for the operating coils.
- (b) Each Measuring protection relay shall be of the Panel flush mounted, back connected, type with rectangular case. Each relay shall have a removable transparent cover or cover with a transparent window making the front of the relay visible. It is preferred that each measuring relay shall be of a withdrawable type from the front of the panel with sliding contacts, without opening the current transformer secondary circuits, disturbing external circuits or requiring disconnection of leads on the rear of the panels.
- (c) Each protection relay shall be equipped with adequate electrically independent contacts, of adequate rating for Trip and alarm functions.
- (d) Relays contacts shall be suitable for making and breaking the maximum currents, which they may be required to control in normal service. Where contacts of the protective relays are unable to deal directly with the tripping currents, Auxiliary Trip relays shall be provided. This will ensure safety for the protection relays output contacts.
- (e) Relays contacts shall make firmly without bounce and the whole of the relay mechanism shall be as far as possible unaffected by vibration or external magnetic fields.
- (f) Relays shall be provided with clearly inscribed labels on the surface of the panel describing their application in words e.g., “Three Overcurrent & Earth Fault Relay” in addition to the IEC numbering and outside.
- (g) The Numerical Relays will be equipped with an RS232 Communication Port to facilitate connection to a Laptop. Also a communication port shall be provided on each Numerical Relay for Remote Interrogation and Programming of the Numerical Relays.
- (h) The Relays will also have an MMI with LCD screen and Keypad to facilitate manual Relay programming and Data access.
- (i) Relay Operation due to system fault, shall be indicated by a Red L.E.D. and the fault details (flags) shall be displayed on the MMI. Both the Relay Fault flags and Red L.E.D shall be reset via Reset push buttons without opening the Relay Cover.

10.9.2 Detailed Specifications For Relays, Measuring And Indicating Instruments, Control Switches And Other Accessories

These specifications indicate the required performance characteristics for each of the Protection Relays and are in accordance with IEC 60255.

(a) Three phase overcurrent and earth fault relay

Should incorporate the following Features:

- (i) Relay must be of Numerical Design.
- (ii) Shall be suitable for mounting on the panel front.
- (iii) Current setting range for overcurrent relay 0.2In-2.4In.
- (iv) Current setting range for earth fault relay 0.05In-0.8In.
- (v) I.D.M.T characteristics according to BS142 or IEC255 i.e. SI, VI, EI, LTI, including definite time for the high-set Elements.
- (vi) Time setting multiplier 0.05 - 1.0.
- (vii) Broken conductor protection feature
- (viii) Highest Element for both overcurrent and earth fault with.
- (ix) Protection, with a setting range of 1-30In and a definite time delay setting of 0 - 60 Seconds.
- (x) Drop off /pickup ratio >90%.
- (xi) Low transient overreach < 10%.
- (xii) LCD screen where the Settings and Measurands can be read.
- (xiii) Keypad for manual programming of settings and data access Serial RS232 Port for Programming of the Relay and Access of Data using a Laptop Computer on the front surface of the Relay.

(b) Earth Fault Relay

Should incorporate the following Features:

- (i) Relay must be of Numerical Type.
- (ii) Current setting range 0.05In-0.8In.
- (iii) I.D.M.T characteristics according to BS142 or IEC255 i.e. SI VI, EI, LTI, including definite time for the high-set Elements.
- (iv) Time setting multiplier 0.05 - 1.0.
- (v) Highest Element with a setting range of 1-30In.
- (vi) Circuit Breaker Maintenance.
- (vii) Drop off /pickup ratio >90%.
- (viii) Low transient overreach < 10%.
- (ix) LCD screen where the Settings and Measurands can be read.
- (x) Keypad for manual programming of settings and data access Serial RS232 Port for Programming of the Relay and Access of Data using Laptop Computer on the front surface of the Relay.

(c) Sensitive Earth Fault Relay

Should incorporate the following Features:

- (i) Relay must be of Numerical Type.
- (ii) Current setting range for earth fault relay 0.010In- 0.8In.
- (iii) Definite time delay characteristic; setting range, 0- 30 Seconds.
- (iv) Drop off /pickup ratio >90%.
- (v) Low transient overreach < 10%.
- (vi) LCD screen where the Settings and Measurands can be read.
- (vii) Keypad for manual programming of settings and data access.
- (viii) Serial RS232 Port for Programming of the Relay and Access of Data using a Laptop Computer on the front surface of the Relay.

(d) Circuit breaker Close/Open control Switch

The switch shall have a mechanical interlock to prevent accidental operation of the switch. It shall have a close, Neutral and Open positions engraved on the switch. After an operation, the switch shall return to the neutral Position by spring Action.

(e) Indicating Instruments, Directly connected

ALL the instruments shall be of Moving Iron type

- (i) The IP Protection Class shall be IP54.
- (ii) Accuracy class shall be 1.5, with maximum tolerated error of $\pm 1.5\%$ of final scale value.
- (iii) Overload withstand shall be at least 20% continuous.
- (iv) All instruments shall be suitable for continuous operation under Tropical Climatic conditions.

(v) Ammeter Instrument with MDI- 1600A

Indicating Range, 0 – 1600 A for current input of 0 – 1A

Full Scale Deflection, 1600 A

Black Scale on white background

Dimensions, 96X96 mm.

Shall have a resettable maximum demand indicator having a different color from the normal pointer as well as the normal instantaneous demand pointer.

Shall be Suitable for Flush Mounting on the panel.

(vi) Voltmeter Instrument - 415 V AC

Indicating Range, 0 – 500 V AC
 Black Scale on white background
 Dimensions, 96X96 mm.
 Suitable for Flush Mounting on the panel

(viii) Anti-condensation Heater

The heater should be suitable for mounting inside a Protection or Control panels with Protection Relays and other measuring and control devices. The Heater shall be rated at 200W or other suitable rating and 240V AC and should be suitable for preventing condensation within the panels. The heater shall have terminals suitable for connection of 2.5 mm² conductor. The heater shall be suitable for mounting on a DIN rail inside the panel.

(ix) Indicating Lamps

Shall be suitable for mounting on the front of the panel.
 The bulb shall be supplied together with the mounting base.
 The Lamp Indicators should be rated for 30V DC and equal or less than 2.5W rating.
 The bulb should be designed for continuous operation and give a long life of at least 10 Years.
 The bulb shall be easily replaceable without using a special tool.
 NB: LED Indicators are preferred

10.10 Detailed Specifications For The Energy Meters

NB: These energy meters are for tariff metering similar to those used by Utilities

These specifications are for energy meters to be installed on the switchgear panels for purposes of Recording delivered Electrical Energy, and are in accordance with IEC 61334-4-4-1(DLMS Standard protocol).

The Energy Meter Supplied shall meet all the requirements detailed below:

The meters shall conform fully to IEC 687 for class 0.5S Energy Meters and any other relevant specifications.

The meters shall be programmable and relevant software and connection cable to laptop shall be provided. Meters complying with IEC 61334-4-4-1(DLMS Standard protocol) shall be preferred. The meters shall have memory and be capable of storage of at least 12 months load profile and other data.

The meters shall be capable of bi-directional metering so as to record faithfully, both export and import quantities. The accuracy shall be as per IEC 687 in both directions. The quantities to be displayed shall be determined by the user through use of Software that shall be provided. The meters shall be configurable for use in three phase 3/4-wire networks systems as follows:

3x240/415 V, 10 (100) A

3x240/415 V, /5 (1) A

3x /110V, /5 (1) A

The meters shall be usable on phase voltages of magnitudes ranging from 100V to 500V, 50 Hz. Meters with voltage-surge protection that meets IEC 687 specifications. The meters shall be for flush panel mounting. The meters shall have a non-volatile memory so as to ensure no loss of data during power failures. Security passwords and switches shall be provided to prevent unauthorized programming of the meter. The meters shall be fully year 2000 compliant and a certificate of confirmation shall accompany the tender.

The meters shall be suitable for operation in any part of the Republic of Kenya where the climate varies largely from temperatures between -5 and 40 Degrees Celsius and relative humidity reaching 95% in some parts. Operating altitudes ranging from sea level to 2200 meters above sea level. The meters shall support multi-tariff metering.

The Meters shall incorporate instrumentation for the following measurands:-

MW, MVAR, MVA, p.f., Phase Currents, Phase voltages and the angle between individual Phase Voltage and corresponding phase current. This measurands shall be visible on the Meter display.

The meters MUST have a capability of freezing billing readings on any selected date of the month.

The meters will measure maximum demand for MW, MVAR and MVA and these will be accessible on the Meter display. The Demand integration period will be programmable.

The CT and VT ratios shall be programmable. The meters shall have an accurate internal quartz controlled clock. It should be possible to reset the clock without loss of billing data. The supplier shall show proof of ISO 9000 and ISO 14000 standards compliance by attaching copies. The meters shall be provided with adequate sealing facilities to prevent tampering. The nameplate and meter details shall be clearly marked using materials and colors that are durable and indelible.

In addition to requirements of IEC 687 the name-plate shall carry the following particulars:

The inscription “ The property of REA”

Owner’s serial numbers as directed with a minimum 5mm figure height.

Year of manufacture.

The meter base cover shall be of non-metallic, non-hygroscopic, flame retardant, polished material having high impact-resilience and low dirt absorption properties. The front cover may be of translucent material with a clear transparent front. The meter shall have a minimum of three sealing - provisions for the meter body, terminal cover and front cover (where applicable).

The meter terminal cover shall be the normal short length with provisions of easy bottom breakage for cable entry. The terminals shall be of bottom entry, and the arrangement shall be:

**L1 L 1: L2 L2: L3 L3: N or
I1 V1 I1: I2 V2 I2: I3 V3 I3: N**

The accuracy shall be Class 0.5. The meter errors shall comply with the requirement IEC 687 and shall be adjusted at the manufacturer’s works to be within $\pm 0.5\%$ between low and high load and shall exhibit good stability. The meter shall have a warranty against any defects, which may develop due to faulty material, calibration, transportation or workmanship for a period of not less than eighteen months from the date of delivery. All defective meters shall be replaced at the supplier’s cost.

The following drawings and information shall be required with the tender:

Meter drawing giving all the relevant dimensions.

Wiring diagrams.

Description leaflet including details of programming of the meters

User’s and service manuals.

10.11 Schedule

The Tenderer shall after reading through the Technical Specifications and the Tender Documents in general complete the technical schedules below. The completed schedules shall accompany the bid.

GUARANTEED TECHNICAL PARTICULARS (GTP) FOR SWITCHGEAR

I. SWITCHGEAR PANEL

	DESCRIPTION	KPLC’S REQUIREMENT	MARKS	TENDERER’S DETAILS/ RESPONSE [Enter value or Yes or No as appropriate]	EVIDENCE FROM SUPPORT DOCUMENT: Name of document and page No.

1	Manufacturers name	State	1		
2	Manufacturers letter of authorization	Provide copy	5		
3	Copy of ISO 9001/2 certificate.	Provide copy	5		
4	Type or designation number of Switchgear offered.	To provide	1		
5	enclosure [IP] class of protection	IP42	1		
6	Rated voltage	600 V	1		
7	Rated power frequency withstand	2Kv	1		
8	Rated lighting impulse withstand	8 kVp	1		
9	Metal clad compartments [CB, Busbar, LV, CT& Cable] attach layout drawing	4	1		
10	Busbar material	Tinned copper	1		
11	Dimensions [WxHxD [attach layout drawing]	Provide	1		
12	Short circuit withstand	25kV, 3 sec	1		
13	Lockable door with viewing glass in CB compartments.	Yes	1		
14	Shutters for Busbars [red] and circuit [yellow] provided.	Provide	1		
15	Anti condensation heater	Provide	1		
16	Hygrostat with variable and temperature control setting	Provide	1		
17	Busbar rating	1600A	1		
18	Circuit rating – Feeder	1600A	5		
19	Site visit	Attach signed site visit form	4		

II. 12KV VACCUUM CIRCUIT BREAKER

	DESCRIPTION	KPLC'S REQUIREMENT	MAR KS	TENDERER'S DETAILS/ RESPONSE [Enter value or Yes or No as appropriate]	EVIDENC E FROM SUPPORT DOCUME NT: Name of document and page No.
1	Manufacturers' name	State	1		
2	Type or designation number of circuit breaker offered	Indicate	1		
3	Rated circuit breaker voltage	600 V	2		
4	1 minute power frequency withstand	2Kv	2		
5	Impulse withstand voltage	8Kv	2		
6	Rated short circuit current and withstand	65kA, 1 sec	2		

7	Auxiliary DC voltage for closing and tripping coils	24 VDC	1		
8	Auxiliary AC supply	240 VAC	1		
9	CB mechanism	Motor wound spring	1		
10	Visible spring charged mechanical indication on CB as per specifications.	Provide	1		
11	Visible CB ON/OFF indications as per specifications	Provide	1		
12	Connection of CB to auxiliary panel circuits via a plug-in cable	Yes	1		
13	Operations counter	Provide	1		
14	Circuit breaker is equipped with anti pumping device	Provide	1		
15	ACB Continuous Current Rating	1600 A	2		

III. CURRENT TRANSFORMERS

	DESCRIPTION	KPLC'S REQUIREMENT	MAR KS	TENDERER'S DETAILS/ RESPONSE [Enter value or Yes or No as appropriate]	EVIDENCE FROM SUPPORT DOCUMENT: Name of document and page No.
1	Manufacturers name	Indicate	1		
2	Type or designation number of CT	Indicate	1		
3	Rated voltage of offered CT	600 V	1		
4	1 minute power frequency withstand voltage	2 kV	1		
5	Impulse voltage withstand	8 kVp	1		
6	Short-circuit withstand current and duration	65kA, 1 sec	1		
7	Feeder Panel CT details				
	Ratio - 1600-800/1A	Yes	2		
	Core 1 - Cl.X, Uk>250 V	Yes	2		
	Core 2 - 15VA, 5P10	Yes	2		
	Core3 - 15VA, cl 0.5	Yes	2		

IV. PROTECTION RELAYS, AUXILIARY RELAYS AND CONTROL DEVICES

(a) THREE PHASE OVERCURRENT AND EARTH FAULT RELAY

	DESCRIPTION	KPLC'S REQUIREMENT	MAR KS	TENDERER'S DETAILS/ RESPONSE [Enter value or Yes or No as appropriate]	EVIDENC E FROM SUPPORT DOCUME NT: Name of Document and Page No.
1	Manufacturers	State	1		
2	Type of designation name	State	1		
3	Design	Numeric	1		
4	Flush mounting on panel	State	1		
5	One time delayed element and two high set elements	Provide	1		
6	MMI with keypad and screen	Provide	1		
7	Software to be provided –	Provide	1		
8	2 No. connection cable from relay to laptop computer to be provided	Provide	1		
9	Serial RS232 port	Provide	1		

(b) EARTH FAULT RELAY

	DESCRIPTION	KPLC'S REQUIREMENT	MAR KS	TENDERER'S DETAILS/ RESPONSE [Enter value or Yes or No as appropriate]	EVIDENC E FROM SUPPORT DOCUME NT: Name of Document and Page No.
1	Manufacturers name	Sate	1		
2	Type or designation name	State	1		
3	Design	Numeric	1		
4	Flush mounting on panel	State	1		
5	One time delayed element and two high set elements	Provide	1		
6	Software to be provided – name	Provide	1		
7	MMI with keypad and LCD screen	Provide	1		
8	Serial RS 232 port	Provide	1		

(c) SENSITIVE EARTH FAULT RELAY

	DESCRIPTION	KPLC'S REQUIREMENT	MAR KS	TENDERER'S DETAILS/ RESPONSE [Enter value or Yes or No as appropriate]	EVIDENCE FROM SUPPORT DOCUMENT: Name of Document and Page No.
1	Manufacturers name	Sate	1		
2	Type or designation name	State	1		
3	Design	Numeric	1		
4	Flush mounting on panel	State	1		
5	Software to be provided – name	Provide	1		
6	MMI with keypad and LCD screen	Provide	1		
7	Serial RS 232 port	Provide	1		

(d) CIRCUIT BREAKER CLOSE/OPEN SWITCH

	DESCRIPTION	KPLC'S REQUIREMENT	MAR KS	TENDERER'S DETAILS/ RESPONSE [Enter value or Yes or No as appropriate]	EVIDENCE FROM SUPPORT DOCUMENT: Name of Document and Page No.
1	Manufacturers name	State	1		
2	Type or designation name	State	1		
3	Close and open position marked on the escutcheon plate	State	1		

(e) DIRECTLY CONNECTED INSTRUMENTS

	DESCRIPTION	KPLC'S REQUIREMENT	MAR KS	TENDERER'S DETAILS/ RESPONSE [Enter value or Yes or No as appropriate]	EVIDENCE FROM SUPPORT DOCUMENT: Name of Document and Page No.
	1 AMMETER WITH MDI- 1600A		1		
1	Manufacturers name	State	1		
2	Type or designation name	State	1		
3	96 mm x 96 mm	State	1		
4	Flush panel mounting	State	1		

Total marks for generator switchgear is 100

Tenderers have to attain a pass mark of 70% to proceed to financial evaluation stage.

PART III

Lv Single Core Aluminium Cables (Pvc)

0. Fore Word

- 0.1 This standard lays down specification for LV single core PVC insulated cables.
- 0.2 This specification is intended for procurement of materials and does not include provision of contract.
- 0.3 This specification is based on IEC 502 and BS 6346. It is subject to revision as and when required.
- 0.4 This specification supersedes all specifications for LV single core PVC insulated cables issued before the revision date.

1. Scope

- 1.1 This specification is for single core, stranded aluminium conductors, polyvinyl chloride (PVC) insulated, armoured, PVC outer sheathed power cables for operation up to and including 600 volts to sheath and 1000 volts between conductors.
- 1.2 This specification is for following cable sizes:
630 sq. mm Aluminium conductor PVC insulated single core cable.
300 sq. mm copper conductor PVC insulated single core cable.

2.0 Materials And Construction

- 2.1 The cable shall be made from circular stranded compact plain aluminium conductor as per IEC 228.
- 2.2 The insulation shall be polyvinyl chloride (PVC) complying with the requirement of IEC 502 for type PVC/A.
- 2.3 The insulation shall be applied by extrusion process and shall form a compact homogeneous body. The insulation shall concentrically cover the conductor.
- 2.4 Extruded over-sheath shall be of black polyvinyl chloride (PVC).
- 2.5 The cable shall be clearly and permanently embossed with the following information throughout the length of the over-sheath. Letters and figures raised and consist of upright block characters. Minimum size of characters not less than 15% of average overall cable diameter.
600/1000 VOLTS PVC CABLE
Year of manufacture
(Example: '600/1000 VOLTS PVC CABLE 1996')

3.0 Standard Sizes And Characteristics

- 3.1 The characteristics of the cables shall comply with the following table

Item	Characteristics
Conductor resistance	Not more than the value indicated

A.C. withstand voltage		To withstand the indicated value for 5 min.
Insulation resistance		Not less than the value indicated.
Tensile strength	PVC	Tensile strength, minimum 12.5N/mm (1.27 Kg/mm)
Ageing requirement*	PVC	Elongation, Minimum percentage of unaged value 150% 75 - 125%

* Treatment:

PVC	temperature	100 - 20°C
	duration	168 hrs

3.2 The cable shall conform with the following requirements

Cable size	630 sq. mm	300 sq. mm
Nominal sectional area	630 sq. mm	300 sq. mm
Thickness of insulation	2.8 mm	2.4 mm
Thickness of outer sheath	2.2 mm	2.2 mm
Nominal overall diameter	38.8mm	28.0 mm
Approximate net weight	6200 kg/km	3100 kg/km
Test voltage	3kV/5min	3kV/5min
Maximum conductive resistance	0.007 ohms/km	0.0120 ohms/km

4.0 Tests

4.1 The cable core, sheath and completed cable shall be tested in accordance with the requirements of BS 6346.

5.0 Packing

5.1 The cable shall be wound on wooden drums such as to prevent damage during transportation. The wooden drums shall be made from treated timber resistant to termite attack.

5.2 The following description shall be marked on one flange of the reel

- (a) Direction of rotation of the reel
- (b) Type of cable
- (c) Number of conductors and size
- (d) Length
- (e) Net weight and gross weight
- (f) Manufacturer's name
- (g) Year of manufacture

6.0 References

6.1 The following documents were referred to during the preparation of this specification. In cases of conflict, the provisions of this specification shall take precedence. Unless otherwise specified, the latest revision, edition and amendments shall apply.
IEC 502:(1983): Extruded solid dielectric insulated power cables for rated voltages from 1 kV up to 30 kV.

IEC 228(1978): Conductors of insulated cables.
BS 6346 PVC insulated cables for electricity supply

SECTION XI - DRAWINGS

Tenderers shall prepare their own design drawings which have to be approved by the KPLC before manufacture of the switchgear panel.

SECTION XII - STANDARD FORMS

- (i) Tender Form
- (ii) Confidential Business Questionnaire
- (iii) Tender Security Form (Bank Guarantee)
- (iv) Tender Security Form (Institutions)
- (v) Tender Security Form (Letter of Credit)
- (vi) Manufacturers Authorisation Form
- (vii) Manufacturer's Warranty Form
- (viii) Declaration Form
- (ix) Letter of notification of award
- (x) Letter of notification of regret
- (xi) Contract Agreement Form
- (xii) Performance Security Form (Bank Guarantee)
- (xiii) Performance Security Form (LC)
- (xiv) Letter of Acceptance
- (xv) Qualification Information Forms
- (xvi) Details of Proposed Sub-Contractors
- (xvii) Site Visit Form
- (xviii) Manufacturers Authorisation Form
- (xix) Supplier Evaluation Form

(i) - TENDER FORM

Date:.....

Tender No.....

To:

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission (*the latter two where applicable*) (*insert goods description*) in accordance and conformity with the said tender document for the sum of(*total tender amount inclusive of all taxes in words and figures*) or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the performance security of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
- 4.* We agree to abide by this Tender for a **period of.....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 Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPLC requires a validity period of at least ninety (90) days.
2. This form must be duly completed, signed, stamped and/or sealed.

(ii) - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 2 (a) Sole Proprietor

Your name in full
 NationalityCountry of origin
 *Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

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

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

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

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

.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

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

Give details as follows: -

Name of Company	Country of Registration	Directors	Shares (%)
1.....			
2.....			
3.....			
4.....			
5.....			

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

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

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

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

(iii) - TENDER SECURITY FORM – (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

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

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

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

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

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

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

EITHER

SEALED with the)
COMMON SEAL)

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

BANK SEAL

in the presence of :-)

_____)

and in the presence of:-)

_____)

OR

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

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

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

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as*

- non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
 3. ***The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@ kplc.co.ke”***
 4. *The Tender validity period is ninety (90) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

(iv)

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

(To Be Submitted On Institutions Letterhead)

Date:

To:

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

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

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

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

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

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

EITHER

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

)

thisday)

)

INSTITUTION SEAL

of20....)

in the presence of :-)

)

_____)

)

and in the presence of:-)

)

_____)

OR

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

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

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

NOTES TO SUPPLIERS AND INSTITUTIONS

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

2. *It is the responsibility of the Tenderer to sensitize its issuing institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the institution within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*

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

4. *The Tender validity period is ninety (90) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

(v)
TENDER SECURITY – (LETTERS OF CREDIT)

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

Part A

Form of Documentary credit - “Irrevocable Standby”

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

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

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

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

Additional Conditions -

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

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

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to KPLC -

- a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid.
- b) if the Tenderer rejects a correction of an arithmetic error

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

NOTES TO TENDERERS AND BANKS

1. *Please note that should the Tender Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the Tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to any queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. ***The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”***
4. *The Tender validity period is ninety (90) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*
5. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

(vi) - MANUFACTURER’S AUTHORIZATION FORM

(To Be Submitted On Manufacturer’s Letterhead)

To:

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

WHEREAS WE(*name of the manufacturer*) who are established and reputable manufacturers of
(*name and description of the goods*) having factories at(*full address and physical location of factory(ies) where goods to be supplied are manufactured*) do hereby confirm that
(*name and address of Supplier*) is authorized by us to transact in the goods required against your Tender (*insert reference number and name of the Tender*) in respect of the above goods manufactured by us.

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

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

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

NOTES TO TENDERERS AND MANUFACTURERS

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

(vii) - MANUFACTURER’S WARRANTY FORM

To Be Submitted On Manufacturer’s Letterhead)

To:

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

**RE: MANUFACTURER’S WARRANTY FOR GOODS REQUIRED UNDER
TENDER NO TO BE SUPPLIED BY
.....(indicate your name or the supplier you have authorized)**

WE HEREBY WARRANT THAT:

- a) The goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- b) The goods 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 of the goods under the conditions obtaining in Kenya.

The Warranty will remain valid for one (1) year after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

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

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

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

NOTES TO TENDERERS AND MANUFACTURERS

- 1. *Only a competent person in the service of the Manufacturer should sign this letter of authority.*

- 2. *Provide full contact details including physical address, e-mail, telephone numbers and the website on the Warranty.*

(viii) - DECLARATION FORM

Date _____

To:

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

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) _____
 _____ declare the following: -

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

Stamp or Seal of Tenderer

(ix) - 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 Seven (7) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 *(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 seven (7) days of the date hereof for our further action.

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

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

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

Enclosures

(x) - LETTER OF NOTIFICATION OF REGRET**To:** *(Name and full address of the Unsuccessful Tenderer)*.....**Date:**

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

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

1.
2.
3. etc...

The successful bidder was _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Legal Department (Guarantees Section)*, on the 2nd Floor, *Stima Plaza, Kolobot Road, Parklands, Nairobi* only after expiry of eighteen (18) days from the date hereof on Mondays and Wednesdays ONLY between 9.00 a.m to 12.30 pm and 2.00p.m to 4.00p.m.

It is expected that by that time KPLC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal Act, 2005 (*or as may be amended from time to time or replaced*). When collecting the Security, you will be required to produce the original or certified copy of this letter.

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

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**GENERAL MANAGER, SUPPLY CHAIN**

(xi) - CONTRACT AGREEMENT FORM

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

AND

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

WHEREAS KPLC invited tenders for certain works, that is to say for (*KPLC insert description of Works*) under Tender Number..... (*KPLC insert tender number*)

AND WHEREAS KPLC has accepted the Tender by the Contractor for the services in the sum of(*KPLC specify the total amount in words which should include* insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable *where applicable* (*hereinafter called “the Contract Price”*)).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.

- c) the Official Purchase Order shall also mean the Official Order or Local Purchase Order.
 - d) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - e) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “*Contractor*” the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
 - f) where there are two or more persons included in the expression the “*Contractor*” any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KPLC to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with KPLC to perform and Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. KPLC hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The following documents shall constitute the Contract between KPLC and the Contractor and each shall be read and construed as an integral part of the Contract: -
- a) this Contract Agreement
 - b) Letter of Acceptance dated
 - c) General Conditions of Contract
 - d) Special Conditions of Contract
 - e) Official Purchase Order where applicable
 - f) Technical Specifications
 - g) Drawings
 - h) Bill of Quantities/Schedule of Requirements
 - i) Implementation Plan (work methods and schedule)

- j) KPLC's Notification of Award dated.....
 - k) Tender Form signed by the Contractor
 - l) Declaration Form signed by the Contractor/ successful Tenderer
 - m) Warranty
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
 7. The Commencement date shall be the working day immediately following the fulfillment of all the following: -
 - a) Execution of this Contract Agreement by KPLC and the Contractor.
 - b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPLC.
 - c) Issuance of the Official Order by KPLC to the Contractor.
 - d) Where applicable, Opening of the Letter of Credit by KPLC.
 8. The period of contract validity shall begin from the Commencement date and end at the expiry of the Defects Liability Period.
Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
 9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
 10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
 11. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
 12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local contractors and five (5) days for Foreign contractors.
14. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099–00100, Nairobi, Kenya, Facsimile + 254-20-3750240/ 3514485. The address for the Contractor shall be the Contractor’s address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

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

GENERAL MANAGER, CORPORATE AFFAIRS AND 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: -

Beatrice Meso

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

(xii)

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

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

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

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

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

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

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

EITHER

SEALED with the)

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

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

BANK SEAL

OR

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

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

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

NOTES TO CONTRACTORS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
2. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for*

response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified.

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

(xiii) - PERFORMANCE SECURITY (LC)

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

Form of Documentary credit - “Irrevocable Standby”

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

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

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

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

Additional Conditions -

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

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

Confirmation instructions – (See notes below)

NOTES TO CONTRACTORS AND BANKS

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.*

2. *KPLC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed 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 (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.*

(xiv) - LETTER OF ACCEPTANCE

[letter-head paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for
the Contract Price of (Indicate Currency) _____ [amount in
figures] (Indicate Currency) _____ (amount in words)] in
accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

(xv) - QUALIFICATION INFORMATION**1. Individual Tenderers or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of tenderer (attach copy of Incorporation Certificate)

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value
Year 1		
Year 2		
Year 3		

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

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

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

Item of Tools	Description,	Condition(new,	Owned, leased
---------------	--------------	----------------	---------------

& Equipment	Make and age (years)	good, poor) and number available	(from whom?), or to be purchased (from whom?)
_____ _____ _____(etc.)	_____ _____ _____	_____ _____ _____	_____ _____ _____

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

Bidders should provide the names of suitably qualified personnel.

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

Resume for **each** Proposed Personnel

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

Name of Bidder		
Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

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

1.6 Proposed Subcontractors for works

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

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

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

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

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

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

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

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

2 Joint Ventures

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

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge

(xvi) - SITE VISIT FORM

CONFIRMATION OF PRE-BID SITE VISIT

Name of Tenderer.....

Date of Visit.....

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

Name:.....

Position.....

Qualification

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

Site Visit conducted by Employer's Authorised Officer's

Name

Signature.....

