



**TENDER NO: KP1/9AA-2/OT/22/ICT/16-17 PROVISION OF MAINTENANCE
OF FIRE SUPPRESSION SYSTEMS IN ICT DATA CENTRES**

October, 2016

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

(E-PROCUREMENT TENDER OPENING SYSTEMS)

(ENSURE TO READ THE APPENDIX TO INSTRUCTIONS TO TENDERERS)

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SECTION I - INVITATION TO TENDER

DATE 05/10/2016

Tender No: KP1/9AA-2/OT/22/ICT/16-17 for Provision of Maintenance of Fire Suppression Systems in ICT Data Centres

- 1.1 The Kenya Power & Lighting Company Limited hereinafter referred to KPLC invites bids from eligible Tenderers for Provision of Maintenance of Fire Suppression Systems ICT Data Centres Interested eligible Tenderers may obtain further information from the General Manager- Supply Chain, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.
- 1.2 **Obtaining tender documents.**
 - 1.2.1 Tender documents detailing the requirements may be obtained from the KPLC E-Procurement Portal beginning on 7th October 2016.
 - 1.2.2 Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge.
- 1.3 **Submission of Tender documents**
Completed Tenders are to be submitted in electronic format on the KPLC's E-procurement portal on the due date and time published on the portal. Tenderers are required to visit the portal from time to time for revised closing dates and addendums. The Tender is to be submitted **ONLINE** on or before the submission date and time indicated on the **KPLC tendering portal**.
- 1.4 **Prices**
Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for one hundred and twenty (120) days from the closing date of the tender.
Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT.
- 1.5 **Opening of submitted Tenders**
Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi **27th October, 2016. At 10:00 am.**
- 1.6 **Pre-bid meeting**
There will be a mandatory Pre-bid meeting / site visit to be held at KPLC's Premises, Rabai Control Centre, Rabai Road, Kenya on **14th October 2016 at 11.00 a.m.**

SECTION II - TENDER SUBMISSION CHECKLIST

Tender Submission Format

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

No.	Item	Tick Where Provided
1	Tender 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	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers	
5*	Copy of PIN Certificate	
6*	Copy of Valid Tax Compliance Certificate	
7	Confidential Business Questionnaire (CBQ)	
8*	Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign tenderers)	
9	Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least three (3) previous customers	
10	Price Schedule(s)	
11	Schedule of requirements duly filled indicating services offered	
12	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. (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).	
13	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	
14	Manufacturers authorization form.	

NOTES TO TENDERERS

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

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall 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) *“PPOA” wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.*
- f) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- g) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- h) *“The Tenderer” means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.*
- i) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- j) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- k) *words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*
- l) *Citizen contractors-a firm shall be qualified as a citizen contractor if its owners and shareholders are Kenyan citizens*
- m) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

3.2 Eligible Tenderers

3.2.1 A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria—

- (a) the tenderer has the legal capacity to enter into a contract for procurement or asset disposal;
- (b) the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up;
- (c) the tenderer, if a member of a regulated profession, has satisfied all the professional requirements;
- (d) the tenderer and his or her sub-contractor, if any, is not debarred;
- (e) the tenderer has fulfilled tax obligations;
- (f) the tenderer has not been convicted of corrupt or fraudulent practices; and
- (g) is not guilty of any serious violation of fair employment laws and practices.

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

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

3.2.2 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.1 above.

3.2.5 Despite the provisions of section 3.2.3 and 3.2.4, a tenderer having a substantial or controlling interest shall be eligible to bid where—

- (a) such tenderer has declared any conflict of interest; and
- (b) performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.

3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.3 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.

3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.

3.2.8 Tenderers shall not be under declarations as prescribed at Section XIII.

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

- 3.2.10 Those that are under the Declaration as prescribed at Section XIII whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Eligible Goods/Services

- 3.3.1 All goods to be supplied under the contract shall have their origin in eligible source countries. These countries are as described in the Appendix to Instructions to Tenderers.
- 3.3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3.3 The origin of goods is distinct from the nationality of the Tenderer.

3.4 Joint Venture

- 3.4.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
 - b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
 - c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i.) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
 - d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.
- 3.4.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- 3.4.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.5 Cost of Tendering

- 3.5.1 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.
- 3.5.2 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/=.

3.6 Contents of the Tender Document

- 3.6.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
- a) *Invitation to Tender*
 - b) *Tender Submission Checklist*
 - c) *Instructions to Tenderers*
 - d) *Appendix to Instructions to Tenderers*
 - e) *Schedule of Requirements*
 - f) *Project Implementation Schedule*
 - g) *Price Schedule for Services*
 - h) *Evaluation Criteria*
 - i) *General Conditions of Contract*
 - j) *Special Conditions of Contract*
 - k) *Tender Form*
 - l) *Confidential Business Questionnaire Form*
 - m) *Tender Security Form*
 - n) *Manufacturer's Authorization Form*
 - o) *Manufacturer's Warranty*
 - p) *Declaration Form*
 - q) *Contract Form*
 - r) *Performance Security Form*
 - s) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*
- 3.6.2 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.
- 3.6.3 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".

3.7 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the General Manager Supply Chain in writing and ensure receipt is acknowledged at KPLC's Physical address indicated on the Tender Document. KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPLC. Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be published and accessible to all prospective Tenderers on the KPLC's tendering portal.

3.8 Amendment of Documents

- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 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.

3.9 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.

3.10 Documents Comprising the Tender

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

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*

- c) *Documentary evidence established in accordance with paragraph 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

3.11 Tender Form

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

3.12 Tender Prices

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

3.13 Tender Currencies

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

3.14 Tenderer's Eligibility and Qualifications

- 3.14.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.14.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –

- a) *That, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document*
- b) *That the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
- c) *That the Tenderer has the technical and production capability necessary to perform the contract.*
- d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
- e) *That the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*

3.14.3 The Tenderer will furnish KPLC with a copy of the accreditation or recognition certificate as applicable. KPLC reserves the right to subject the certificate to authentication.

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

3.15 Conformity of Services to Tender Documents

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

3.15.2 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.

3.15.3 The documentary evidence of conformity of the goods to the Tender Document may be in the form of literature, drawings and data, and shall consist of: -

- a) *A detailed description of the essential technical and performance characteristics of the goods 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 functioning of the goods for a minimum period of two (2) years, following commencement of the use of the goods by Kenya Power, 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.

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

3.15.4 For goods from outside Kenya, the Tenderer shall be required to demonstrate that the goods or products conform to required standards by evidence of:

- a) A Type Test Certificate and its Reports issued by:-
 - i) *An International Testing or Standards Body or*
 - ii) *The National Testing or Standards Authority of the country of manufacture or production or*
 - iii) *An International Standards Organization or International Electro-technical Commission (ISO/IEC) 17025 accredited independent testing laboratory or*
- b) Where (a) above is not required in the tender specifications, a Test Certificate and its Reports issued by the National Testing or Standards Authority of the country of manufacture or production.

3.15.5 For goods manufactured or produced in Kenya, the Tenderer shall be required to demonstrate that the goods conform to required standards and specifications by evidence of:-

- a) A Type Test Certificate and its Reports issued by KEBS.
- b) Where (a) above is not required in the tender specifications, a Test Certificate and its Reports issued by KEBS or any Testing Authority approved by KEBS.

3.15.6 For paragraphs 3.14.4 and 3.14.5, the Tenderer shall submit with its Tender a copy of the accreditation or recognition or approval certificate, as applicable, for the testing authority. Kenya Power reserves the right to subject the certificate to authentication.

3.15.7 Additional evidence of conformity of the goods to the Tender Document shall include sample(s) where required.

3.15.8 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.14.3, 3.14.4 and 3.14.5 above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by Kenya Power in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards, brand names, and or catalogue numbers in its Tender, provided that it demonstrates to Kenya Power's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

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

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

3.16.2 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.

- 3.16.3 KPLC shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 3.16.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.17 Warranty

- 3.17.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the services to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. The Warranty shall also warrant that the services in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.
- 3.17.2 The Warranty will remain valid for **one (1) year** after the services, or any part thereof as the case may be, have been used or provided or performed as indicated in the contract.

3.18 Tender Security

- 3.18.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.
- 3.18.2 The tender security shall be either one or a combination of the following:-
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid 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
- 3.18.3 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 3.18.1.

- 3.18.4 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.
- 3.18.5 The Tender Security shall be valid for **thirty (30) days** beyond the validity of the tender.
- 3.18.6 KPLC shall seek authentication of the Tender Security from the issuing bank or insurance company. It is the responsibility of the Tenderer to sensitize its issuing bank or insurance company 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/institution within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.18.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.29.
- 3.18.8 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 3.32.*
- 3.18.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.18.10 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 3.39*
 - d) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
 - 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 3.19.*

3.19 Validity of Tenders

- 3.19.1 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 3.23. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.

- 3.19.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.18 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.20 Alternative Offers

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

3.21 Number of Sets of and Tender Format

- 3.21.1 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.
- 3.21.2 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.
- 3.21.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.
- 3.21.4 Any Tender not prepared and signed in accordance with this paragraph, in particular subparagraphs 3.21.1, 3.21.2 and 3.21.3 shall be rejected by KPLC as non-responsive, pursuant to paragraph 3.29.

3.22 Preparation and Signing of the Tender

- 3.22.1 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.
- 3.22.2 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.
- 3.22.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.22.4 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.

- 3.22.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph.
- 3.22.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.29.

3.23 Sealing and Outer Marking of Tenders

- 3.23.1 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.
- 3.23.2 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.*
- 3.23.3 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.
- 3.23.4 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.

3.24 Deadline for Submission of Tenders

- 3.24.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.
- 3.24.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.8, 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.

3.25 Modification and Withdrawal of Tenders

- 3.25.1 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.
- 3.25.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.21, 3.22 and 3.23. 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.

- 3.25.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.25.4 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.

3.26 Opening of Tenders

- 3.26.1 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.
- 3.26.2 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.
- 3.26.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.26.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.27 Process to be Confidential

- 3.27.1 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.
- 3.27.2 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.

3.28 Clarification of Tenders and Contacting KPLC

- 3.28.1 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.
- 3.28.2 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.

- 3.28.3 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 openings to the time the contract is awarded.
- 3.28.4 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.

3.29 Preliminary Evaluation and Responsiveness

- 3.29.1 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.
- 3.29.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.29.3 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.

3.30 Minor Deviations, Errors or Oversights

- 3.30.1 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.
- 3.30.2 Such minor deviation -
 - 3.30.2.1 Shall be quantified to the extent possible,*
 - 3.30.2.2 Shall be taken into account in the evaluation process, and,*
 - 3.30.2.3 Shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.*
- 3.30.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.31 Technical Evaluation and Comparison of Tenders

- 3.31.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.
- 3.31.2 The Operational Plan is a critical aspect of the Tender. KPLC requires that the Services shall be performed at the time specified in the Schedule of Requirements. KPLC's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than KPLC's required delivery time will be treated as non-responsive and rejected.

3.32 Financial Evaluation of Tenders

- 3.32.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be
- a) of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services.
 - b) deviations in Payment Schedule from that specified in the Special Conditions of Contract
- 3.32.2 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.
- 3.32.3 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.
- 3.32.4 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.

3.33 Preferences

In the evaluation of tenders, exclusive preference shall be given to citizen contractors where the amount of the tender as evaluated is below **KShs. 50 Million** in respect of services.

- 3.33.1 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.

3.34 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.

3.35 Confirmation of Qualification for Award

- 3.35.1 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.
- 3.35.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as

confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.

- 3.35.3 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.

3.36 Award of Contract

- 3.36.1 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.
- 3.36.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.37 Termination of Procurement Proceedings

- 3.37.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.37.2 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.

3.38 Notification of Award

- 3.38.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.38.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.38.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.
- 3.38.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

3.39 Signing of Contract

- 3.39.1 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.

- 3.39.2 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.
- 3.39.3 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 3.40.
- 3.39.4 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.
- 3.39.5 Paragraph 3.38 together with the provisions of this paragraph 3.39 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.39.4.

3.40 Performance Security

- 3.40.1 Within **fourteen (14) days** of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be either one or a combination of the following:
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid 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.
- 3.40.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.40.3 The successful Tenderer shall furnish a Performance Security being the sum of **ten percent (10%)** of the contract price.
- 3.40.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall **not exceed three (3) days** from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

- 3.40.5 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.
- 3.40.6 Paragraph 3.38, 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.40.4.

3.41 Corrupt or Fraudulent Practices

- 3.41.1 KPLC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*
- 3.41.2 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.
- 3.41.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.42 Monopolies and Restrictive Trade Practices

- 3.42.1 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.
- 3.42.2 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No.	ITT Reference Clause	Particulars of Appendix
1	3.2.1 Eligible Tenderers	<i>To all eligible bidders</i>
2	3.3.1 Origin of Eligible goods	<i>Any country is eligible</i>
3	3.6 Time for Completion of Works	<i>2 years contract</i>
4	3.10.3 Site Visit and Pre-Bid Meeting	<i>a) pre-bid meeting shall be held on 14/10/2016 at 11.00am at Rabai Control Centre and thereafter proceed for <u>site visits</u></i> <i>1) 14:10:2016 Rabai Control Centre 1100hrs.</i> <i>2) 17:10:2016 Nairobi Control Centre 1030hrs.</i> <i>3) 17:10:2016 DRC Ehse 1400hrs.</i> <i>4) 17:10:2016 Stima Plaza 1500hrs.</i> <i>5) 19:10:2016 Kiganjo Control Centre 1030hrs.</i> <i>6) 21:10:2016 Lessos Control Centre 1030hrs.</i>
5	3.10.6 Attendance of pre-bid meeting or site visit	<i>a) the pre-bid meeting is mandatory</i> <i>b) the site visits are mandatory</i>
6	3.10 (e) Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least four (4) names with full contact as well as physical addresses of previous customers of similar services and letters from the previous customers confirming completion of the contracts on schedule.</i>
7	3.13 Tender Currency	<i>For avoidance of doubt, the currency of the tender must be in Kenya Shillings for local bidders (for foreign bidders the convertible currency at the tender opening exchange rate)</i>
8	3.14.2 (a) Manufacturer's / Principal's Authorization	<i>A form of the minimum standard requirements is attached in the detailed technical requirements</i>
9	3.14.2 (b) Documentary evidence of financial capability	<i>The audited financial statements required must be those that are reported within fifteen (15) calendar months of the date of the tender document.</i>
10	3.14.2 (c) and (d) Documents of evidence of eligibility	<i>As indicated in 3.14.4 and 3.14.5</i>
11	3.14.2 (e) Tenderer's	<i>Provide all Membership and Accreditation</i>

	membership of a recognized or accredited institution.	
12	3.15.2 (a) Catalogues, Brochures, Manufacturer's/ Principal's Drawings	<i>All technical documents and specifications pertaining to the product MUST be provided</i>
13	3.17.2 Warranty	<i>Warranty of one (1) year or manufacturer's guarantee (whichever is longer) and SLA is required.</i>
14	3.18.1 Tender Security	<i>Tender security –Kenya Shillings 150,000.00. however the original tender security shall be dropped in the tender box situated at third floor Stima Plaza</i>
15	3.21 Number of sets of and Tender Format	<i>There will be only one document submitted on the e-document portal.</i>
16	3.22 Preparation and signing of the tender	<i>There will be only one document submitted on the e-procurement portal. Bidders shall ensure they upload all the required documents into the portal.</i>
17	3.23 Sealing and Outer Marking of Tenders.	<i>For the purposes of this tender, this is not applicable as the tender is being submitted electronically. However, the original tender security in a clearly labelled envelope shall be deposited in the tender security box on 3rd floor supply chain reception on or before the opening date</i>
18	3.25 Opening of Tenders	<i>The tender shall be opened electrically at Stima Plaza auditorium on 27.10.2016 at 10:00 a.m. and bidders are encouraged to participate.</i>
19	3.36.2 Mode of Award of Contract	<i>Award shall be made to the lowest compliant bidder per station/data centre</i>
20	3.40 Performance Security	<i>Performance bond shall be. 10 % of the Total Contract value.</i>

SECTION IV - SCHEDULE OF REQUIREMENTS

4.0 Part A: Details on services required

The proposed maintenance Contract shall cover the provision of services for the operation, maintenance and repair of the Fire Detection and Suppression System.

4.1 Scope of Work

The scope of work will be as under the following:

4.1.1 Maintenance Support Services (MSS)

The bidder shall provide Comprehensive Onsite Maintenance for all the specified hardware infrastructure notified in the tender document for the period specified. This involves comprehensive maintenance of all components covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spare parts and to ensure that the equipment is operational as per SLA requirements. This will include preventive & corrective maintenance services.

a. Preventive Maintenance Services

Preventive maintenance services are required to be taken up by the Tenderer twice a year (Project Manager to give the schedule), if recommended by a Manufacturer for any item covered, the frequency has to be revised accordingly. Following preventive maintenance services are required to be taken up by the Tenderer on a regular basis as per decided schedule:

- i. Preventive maintenance consisting inspection, cleaning of the equipment, testing, satisfactory execution of all diagnostics, necessary repairing of the equipment etc. tenderer has to complete as per the schedule.
- ii. Trouble shooting of all hardware components whenever required and / or communicated by KPLC.
- iii. Other preventive maintenance activities of components as per their manufactures' recommendation/advice.

b. Corrective Maintenance Services

The Tenderer has to carry out Corrective Maintenance Services as and when required upon receiving information of any fault in the equipment covered under the contract as per SLA

defined in the document. The Tenderer shall carry out troubleshooting & replacement of faulty equipment/ parts as and when required in co-ordination with the KPLC Project Manager. The Tenderer may provide standby equipment / parts in substitution of the fault equipment / parts, for time being, if:

- i. Expected time to be taken by the Tenderer for repair / replacement of faulty equipment / part is higher and downtime caused due to this is affecting the whole system adversely.
- ii. The standby equipment / part is of similar configuration, in good condition, should be integratable into the whole system/part and acceptable by KPLC.
- iii. A prior permission is obtained for such standby equipment / part should be obtained by the Tenderer from KPLC.
- iv. Tenderer shall also be responsible to ensure all the supplied equipment remain in proper working condition throughout the contract period. The bidder will provide a Contact Person. This person will maintain the inventory of the supplied items. He/she will record all the complaints and provide a complaint number to end user. He/she will manage to provide proper solution to end user through local service center with respect to SLA. He/she will provide the desired reports to KPLC as and when asked to do so.

c. Configuration Management Services

The Tenderer shall maintain complete configuration details of all the items maintained under the contract and will share the copy of the same with KPLC.

4.2 Tie up with Manufacturer

The Tenderer should have authorization with the respective Manufacturers as specified in bid, for providing maintenance support for contract period for List of Items to be covered under Maintenance Contract. The Tenderer shall submit Manufacturer's authorization for providing maintenance services for entire contract period.

4.3 Service Level Agreement

4.3.1 SLA Objectives

Tenderer is required to provide a minimum overall uptime of 99% on yearly basis for each equipment covered under the contract. The uptime/ downtime report of all the equipment

should be provided during invoicing. KPLC may add/ remove any item at any time from the contract after informing to the tenderer. Tenderer shall provide services as per SLA matrix, which defines maximum acceptable response as well as rectification times for resolving the hardware issues.

4.3.2 SLA Time matrix

The Tenderer shall provide the required services as per time matrix below:

Priority	Description	Response Time	Max. Resolution Time
1	<u>Urgent / Emergency</u> An event, as detailed below, which would immediately cause a health and safety incident. Endangerment to life or an immediate security breach. Examples: Fire outbreak Signals received from the fire alarm panel	1 hr	2 hours
2	<u>Critical</u> An event which, if left unattended, could damage equipment, jeopardise the safety of building occupants or could materially disrupt business operations and/or damage the Client reputation Example: General alarm which could cause damage to KPLC personnel, visitors, property and/or assets Alarm panel signal failure Pump(s) Failure	2 hr	8 hours
3	<u>Standard</u> Standard service failures, not impacting the productivity of occupants, business operations or health and safety. e.g. Public Address System Failure General non-emergency maintenance requests	16 hr	24 hours
4	<u>Planned Maintenance</u> Attend to KPLC Planned Preventative Maintenance Schedule	As detailed in KPLC Planned PM	KPLC Planned PM

Response Time is defined as: From the time the Contractor/Service Provider receives the call to the time the Contractor/Service Provider attends the source of the problem.

Resolution Time is defined as: The Time the Contractor/Service Provider has the problem in an entirely safe condition, a temporary repair which is safe, followed by a permanent repair, which is executed within agreed timeframes, or a permanent solution.

SLA Time matrix of Response and/or Resolution are defined as: 24 hours a day, 7 days a week, 365 days per annum

4.4 The Reorganization/Overhaul of Existing DRC Fire Suppression System

Should among other characteristics be able to:

- i. Shall be an approved total flooding, gaseous, clean agent fire suppression system, designed to provide a uniform concentration within the data centre.
- ii. The amount of suppressant shall sustain continuous flow for 10 minutes, taking consideration such factors as unclose able openings and run down time of the fans, and other environmental factors.
- iii. The fire suppression system shall but automatically actuated by zoned detection circuits which are compatible with control panels.
- iv. The following standards should be complied: UL, BS 5445, BS 6266 standards and or Kenyan equivalent.
- v. The detectors shall be installed to cover the whole the data centre, i.e. extended to cover both printer rooms, ups room and operators area.
- vi. Reuse of existing infrastructure, i.e. projection is to have 2 x additional cylinders complete with valves, replacement of bells, smoke detectors and pull stations and re-cabling to enable intelligent smoke detectors to cover the extended coverage.
- vii. Remote monitoring via GSM, Ethernet i.e. utilization of NOC, upgrade to a more intelligent panel.

4.5 Requirement for Fire Safety and Marshalling Training

Training program is to cover:

- i. Fire Fighting Safety.
- ii. Fire Fighter Fundamentals.
- iii. Live Fire Training (Drills).

- iv. Local training/operations of installed fire suppression system.

4.6 Deliverables

- i. In view of the project, the successful bidder is expected to provide certain key deliverables. However, in addition to the reports/ deliverables as indicated below, Tenderer shall prepare and submit any other required information in the desirable format as notified by KPLC related to project.
- ii. The formats for all the reports shall be prepared by the Tenderer and submitted to KPLC (Project Manager) for approval. The reports submitted by the Tenderer should strictly be in the approved format only which, if required, may be revised from time to time.
- iii. Detailed Item-wise report for preventive maintenance (twice a year)
- iv. Detailed Item-wise report for corrective maintenance/ management (twice a year)
- v. Detailed Call-logging time and Complaint redressal report (annually)

Note: All the aforementioned reports should be prepared and maintained by the Tenderer in real time and KPLC may, during any given point of time, shall ask for any of these reports.

4.7 Schedule of Equipment

The schedule of equipment for the contract to be entered into with the successful bidder shall be all the items listed under **Section XXI** of this document. The Tenderer is encouraged to confirm details and the condition of the equipment before submitting his/her tender.

SECTION V – PRICE SCHEDULE FOR GOOD AND SERVICES

LOT A: MAINTENANCE SERVICE

Comprehensive support

S/NO	STATION	QTY	MAINTENANCE SERVICE EVERY 6 MONTHS PER SITE VAT EXCLUSIVE	MAINTENANCE SERVICE EVERY 6 MONTHS PER SITE VAT INCLUSIVE	TOTAL COST PER ANNUM VAT INCLUSIVE
1	Stima Plaza Data Centre	Lot			
2	Disaster Recovery Centre (Electricity House Nairobi)	Lot			
3	NCC Control Centre	Lot			
4	Rabai Control Centre	Lot			
5	Kiganjo Control Centre	Lot			
6	Lessos Control Centre	Lot			
GRAND TOTAL					

Note:-

- i. The bidder is required to quote the rates for providing comprehensive onsite maintenance services for all the items mentioned in Section XXI.
- ii. The rates should be inclusive of all taxes, transportation cost, any other levies and Insurance charges for entire contract period.

LOT B: REFILL OF GAS (ON NEED BASIS)

S/NO	STATION	QTY	DELIVERY SCHEDULE	COUNTRY OF ORIGIN	UNIT PRICE DDP VAT EXCLUSIVE	TOTAL PRICE DDP VAT EXCLUSIVE	TOTAL PRICE DDP VAT INCLUSIVE
1	Stima Plaza Production Site	11 No. Cylinders					
2	National Control Centre - Juja	3 No. Cylinders					
3	Disaster Recovery Centre (Electricity House Nairobi)	2 No. Cylinders					
4	Kiganjo Control Centre.	3 No. Cylinders					
5	Rabai Control Centre.	3 No. Cylinders					
6	Lessos Control Centre.	3 No. Cylinders					

Note:-

- i. The bidder will be required to refill gas on sites in case of discharged, the above rates will be used.

LOT C: FIRE MARSHAL TRAINING

S/NO	STATION	PERSONNEL TO BE TRAINED	DELIVERY SCHEDULE	TRAINING COST PER PERSON VAT EXCLUSIVE	TRAINING COST PER PERSON VAT INCLUSIVE
1	Stima Plaza Data Centre	10			
2	Disaster Recovery Centre (Electricity House Nairobi)	10			
3	NCC Control Centre	10			
4	Rabai Control Centre	10			
5	Kiganjo Control Centre	10			
6	Lessos Control Centre	10			
GRAND TOTAL					

Note:-

- i. The bidder to provide Emergency action plan:
 - a. In writing.
 - b. Kept in the workplace.
 - c. Available to KPLC employees/Guards for review.

LOT D: REORGANIZATION/OVERHAUL OF EXISTING DRC FIRE SUPPRESSION SYSTEM

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

NO.	ITEM NAME, MAKE & MODEL		QUANTITY		WARRANTY	DELIVERY SCHEDULE	COUNTRY OF ORIGIN	UNIT PRICE DDP VAT EXCLUSIVE	TOTAL PRICE DDP VAT EXCLUSIVE	TOTAL PRICE DDP VAT INCLUSIVE
			Installed (KPLC)	Additional Requirements						
	A. Fire Suppression System		To be reused	To be supplied by bidder						
1.	120 Litres, FM200 Cylinders complete with their clamps and accessories.	No.	2	2						
2.	Nozzle(360 degree)	No.	5	4						
	B. Fire Detection System									
3.	Maintenance switch	No.	1							
4.	6" fire alarm bell	No.	2							
5.	Photoelectric detector	No.	9	2						
6.	Sounder/ beacon	No.	1							
7.	Manual call point	No.	1							
8.	Warning plate - inside	No.	7							
9.	Warning plate - outside	No.	2							
10.	GSM module with email capability	No.		1						
11.	Pipework & any related fittings	Lot		1						

12.	Electrical (fire rated) & any related fittings	Lot		1						
	C. Making Good									
13.	Making of the area secured, cabinets and partitions for cylinders and fire system	Lot		1						
GRAND TOTAL										

***NOTES:-**

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

IMPORTANT

- i. The works have been prompted by the KPLC rehabilitating and expanding the data centre and shall involve re-arranging the piping and the nozzles, reusing the existing 2No. 120Litres FM200 and adding 2No. More, complete total cabling with fire resist cables to the detectors etc.
- ii. The bidder is notified that there exists a control panel plus a repeater panel in DRC. The panels are still in very good conditions and only require to be integrated in the new cabling that is within this scope.
- iii. The fire panel is a DF6000 from Menvier. Past experience in its operations shall be an added advantage. Due to the difference in the current room designs, some pipes shall be reused while the rest shall be handed over to the client as scraps.
- iv. Works will be undertaken within occupied premises and working times. Any works which may be off-normal will need to be agreed upon with the client. This must be taken into account in pricing and any resultant costs must be included in the unit rates during the bidding process. No claims whatsoever will be entertained as a result of this.
- v. The price quoted above will be inclusive of all local training for Kenya Power staff installing the system and hand over related costs including fixing the dates for the site visits and equipment trainings.

MANUALS

All operational and training manuals to be provided.

SECTION VI - EVALUATION CRITERIA

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

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

6.1.1 *Submission of Tender Security- Checking its validity, whether it is Original; whether it is issued by a local bank; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*

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

6.1.3 *Submission and considering Tender Form duly completed and signed.*

6.1.4 *Submission and considering the following:-*

6.1.4.1 *For Local Tenderers;-*

- 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.*

6.1.4.2 *For Foreign Tenderers;-*

- 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.*

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

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

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

- a) *Is fully filled.*
- b) *That details correspond to the related information in the bid.*
- c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*

6.1.8 *Submission of Copies of relevant Type Test Certificates and their Reports or Test Certificate and their Reports from the designated bodies.*

6.1.9 *Submission of a copy of accreditation certificate for the testing body to ISO/ IEC 17025.*

6.1.10 Submission of a copy of:-

- a) the Manufacturer's valid quality management system certification i.e. ISO 9001- 2008 for goods from outside Kenya.*
- b) valid KEBS Diamond Mark of Quality Certificate or KEBS Standardisation Mark Certificate for goods manufactured in Kenya.*

6.1.11 If required in the Tender Document, submission of the following-

- a) Samples*
- b) Catalogues and/or Brochures and/or Manufacturer's Drawings*
- c) Schedule of Guaranteed Technical Particulars as per tender specifications.*

6.1.12 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.

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

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

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

The detailed technical evaluation consists of the following:

Parts II (a) – These are mandatory requirements

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

6.2.1.1 *For goods manufactured outside Kenya, applicable relevant valid ISO 900-2008 certification*

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

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

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

6.2.1.5 *Manufacturer's Authorization*

6.2.1.6 *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.*

6.2.1.7 *Submission of drawings, catalogues and brochures*

6.2.1.8 *The bidder must attach Authorization Certificates for maintenance of all the equipment from respective Manufacturer.*

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

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

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

6.2.2 Detailed Technical Evaluation

NO.	EVALUATION CRITERIA	Maximum Marks			PG
6.2.2.1	Previous experience: Details of similar Contracts undertaken successfully within the last 10 years and evidenced by letters of reference from clients, completion certificates for the respective projects.	15	10yrs	15	
			5yrs	10	
			1yr	5	
6.2.2.2	Number of years in the business of installation and Maintenance of Fire Suppression Systems systems and associated equipment	15	>7yrs	15	
			5yrs	10	
			1yr	5	
6.2.2.3	Qualified Key personnel as required under clause 3.20.2 in the tender relevant to the works who will actively be involved in the proposed contract. With minimum 3 support engineers on company payroll. (Provide evidence, Telephone contacts must be provided)	20 4 scores for each artisan up to 5 artisans.			
6.2.2.4	The tenderer must be Manufacturer’s authorized system integrator for sale, support and services of the Equipment. The tenderer partner must attach Authorization Certificates for all the quoted products from respective Manufacturer.	Authorization Certificates for all the equipment from respective Manufacturers 15			
		S/NO	Name of Manufacturer		
		1			
		2			
		3			
		4			
		5			
6.2.2.5	The bidder should have a back-end support agreement	Copy of valid backend support Agreements			

	<i>including spare parts, expertise requirements for maintenance support with the Original Equipment Manufacturers (OEMs) of all the item mentioned in Section XXI.</i>	15			
		<i>S/No</i>	<i>Name of Manufacturer</i>		
		<i>1</i>			
		<i>2</i>			
		<i>3</i>			
		<i>4</i>			
		<i>5</i>			
6.2.2.6	<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>	5	Owned	5	
			Leased	3	
6.2.2.7	<i>Fire Suppression Contractor</i> <i>i) Registration with NCA for the respective Category/Class</i> <i>ii) Certificate of Registration under Company's Act</i> <i>iii) Valid Tax Compliant Certificate</i>	10			
6.2.2.8	<i>Proof of a Service Centre to service equipment as per Section XXI</i>	5			
	TOTAL	100			

Note:

Tenderers will proceed to Financial Evaluation stage only if they score a minimum score of 75% in Parts II (b) above.

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

These are mandatory requirements.

NO.	EVALUATION CRITERIA
6.3.1	a) Confirmation of the authenticity and sufficiency of the submitted Tender Security
	b) Confirmation of and considering schedule of rates and prices and/or priced Bill of Quantities duly completed and signed.
	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)
	d) Where applicable, Conducting a financial comparison, including conversion of tender currencies into one common currency
	e) Correction of arithmetical errors
	f) Taking into account the cost of any deviation(s) from the tender requirements
6.3.2	<p>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:-</p> <p>a) Turnover in the Last Financial Year i.e. twelve months of at least 40% of the total tendered value.</p> <p>b) Checking and considering that the Tenderer's solvency ratios are acceptable to KPLC and meet the threshold of:-</p> <p>(i) Solvency ratio of Debt to Assets Ratio which should be at least 1:1 Or</p> <p>(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.</p>
6.3.3	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.
6.3.4	<p>Considering information submitted in the Confidential Business Questionnaire against</p> <p>other information in the bid including:-</p> <p>a) Declared maximum value of business</p>

6.4 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 goods and services it offers to supply.
3. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.
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 VII – GENERAL CONDITIONS OF CONTRACT

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

7.1 Definitions

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

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

7.2 Application

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

7.3 Country of Origin

- 7.3.1 For purposes of this clause, “Origin” means the place where the goods were mined, grown, or produced.
- 7.3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

7.4 Standards

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

7.5 Supplier Performance Rating Scheme

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

7.6 Use of Contract Documents and Information

- 7.5.1 The Contractor shall not, without KPLC’s prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.
- 7.5.2 The Contractor shall not, without KPLC’s prior written consent, make use of any document or information enumerated in clause 7.5.1 above.
- 7.5.3 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.

7.7 Patent Rights

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

7.8 Performance Security

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

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

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

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

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

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

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

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

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

7.9 Approval before Manufacture

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

7.10 Inspection and Tests

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

7.11 Pre-Shipment Verification of Conformity (PVoC)

- 7.10.1 All Suppliers of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.
- 7.10.2 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 program on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Supplier.

7.12 Packaging and Labelling

- 7.11.1 The Supplier 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.
- 7.11.2 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.
- 7.11.3 The labeling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.11.4 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.
- 7.11.5 The Supplier 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.
- 7.11.6 The Supplier shall ensure that all cases or packages shall be marked (painted) with bright pink bands five (5) inches in width so as to form a diagonal cross on every face. All bundles and pieces must bear a conspicuous bright pink colour mark to ensure identification in any position in which they may appear on un-loading.
- 7.11.7 The Supplier shall ensure that all lettering shall be no less than seven decimal five centimeters (7.5cm) or three inches (3”) high and each package shall be marked with the shipping mark exactly as shown below: -

*Kenya Power Company Limited,
Order No.....,
Care of the Procurement Manager,
Nairobi via Mombasa, Kenya (or other port of entry if not Mombasa)*

7.13 Delivery and Documents for Materials/ Equipment

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

7.14 Insurance

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

7.15 Payment

- 7.16.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 7.16.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (*RTGS*) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.
- 7.16.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–
- a) *Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.*
 - b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
 - c) *The maximum number of extensions and amendments shall be limited to two (2).*
 - d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*
 - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
 - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
 - g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.*
 - h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*

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

7.16 Interest

Interest payment by KPLC is inapplicable in the contract.

7.17 Prices

7.18.1 Subject to clause 7.14 herein below, prices charged by the Contractor for services performed under the contract shall be fixed for the period of the contract with no variations.

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

7.18 Variation of Contract

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

- a) *the quantity variation for goods and services shall not exceed ten percent (10%) of the original contract quantity.*
- b) *the quantity variation must be executed within the period of the contract.*

7.19 Assignment

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

7.20 Subcontracts

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

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

7.21 Project Manager

7.22.1 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.

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

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

7.22 Defects

- 7.23.1 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.
- 7.23.2 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.
- 7.23.3 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.
- 7.23.4 The Project Manager shall issue the Contractor with a Defects Liability Certificate after the defects are corrected.

7.23 Completion and taking over

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

7.24 Retention/Defects Liability

- 7.25.1 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.

7.25 Termination of Contract

- 7.26.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following:
- - a) *if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KPLC.*
 - b) *if the Contractor fails to perform any other obligation(s) under the contract.*
 - c) *if the Contractor, in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
 - d) *by an act of force majeure.*
 - e) *if the Contractor becomes insolvent or bankrupt*

- f) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- g) *if the Contractor abandons or repudiates the Contract.*

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

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

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

7.26 Liquidated Damages

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

7.27 Warranty

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

7.28.2 This Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been performed as indicated in the contract.

7.28.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.

7.28.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.

7.28.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

7.28 Resolution of Disputes

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

7.29 Language and Law

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

7.30 Waiver

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

7.31 Force Majeure

- 7.32.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:
- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
 - b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
 - c) *rebellion, revolution, insurrection, military or usurped power & civil war;*
 - d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
 - e) *un-navigable storm or tempest at sea.*
- 7.32.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.
- 7.32.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.

- 7.32.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify KPLC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by KPLC.
- 7.32.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 7.32.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
1.	Terms of Payment	The company will pay the supplier within 30 days from submission of invoice.
2.	Project Manager	The Project Manager appointed by KPLC: Name: Eng. Joshat Mbugua Address: P.O Box 30099,00100, Nairobi, Kenya Email: jmbugua@kplc.co.ke Phone +254711 0311687
3.	Defects Liability Period	2 year

SECTION IX - TENDER FORM

Date:

Tender No.

To:

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document **TENDER NO. KP1/9AA-2/OT/22/ICT/16-17 FOR PROVISION OF MAINTENANCE OF FIRE SUPPRESSION SYSTEMS ICT DATA CENTRES** including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to support and maintenance services in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 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 one hundred and twenty (120) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Facsimile.....

Mobile and/ or CDMA No.....

E-mail:

Nature of your business

Registration Certificate No.....

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

Name of your BankersBranch... ..

*Names of Tenderer's contact person(s)

Designation/ capacity of the Tenderer's contact person(s)

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

.....

.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

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

1.....

2.....

3.....

4.....

5.....

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

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

1.....

2.....

3.....

4.....

5.....

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

.....

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.*

SECTION XI A - 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 **TENDER NO. KP1/9AA-2/OT/22/ICT/16-17 FOR PROVISION OF MAINTENANCE OF FIRE SUPPRESSION SYSTEMS ICT DATA CENTRES** (*hereinafter called “the Tender”*);

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

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

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

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

EITHER

SEALED with the)
COMMON SEAL)

of the said **BANK**) _____

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

OR

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

 Name(s) and 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 one hundred and twenty (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

SECTION XI B - 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 NO. KP1/9AA-2/OT/22/ICT/16-17 FOR PROVISION OF MAINTENANCE OF FIRE SUPPRESSION SYSTEMS ICT DATA CENTRES** (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 one hundred and twenty (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

SECTION XI C - TENDER SECURITY – (LETTERS OF CREDIT)

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

Part A

Form of Documentary credit - “Irrevocable Standby”

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

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

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

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

Additional Conditions -

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

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

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to KPLC -

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

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

NOTES TO TENDERERS AND BANKS.

1. *Please note that should the Tender Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the Tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to any queries from KPLC. The period for response shall not three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. ***The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – "guarantees@kplc.co.ke"***
4. *The Tender validity period is one hundred and twenty (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*
5. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

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

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

To:

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

WHEREAS WE (*name of the manufacturer/ principal*) who are established and reputable manufacturers/ principal of (*name and description of the services*) having offices or factories at (*full address and physical location of offices or factory(ies)*) do hereby confirm that (*name and address of Supplier*) is authorized by us to transact in the services required against your Tender No **KP1/9AA-2/OT/22/ICT/16-17** in respect of the above good and services.

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

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

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

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

NOTES TO TENDERERS & MANUFACTURERS/ PRINCIPALS/ PRODUCERS

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

SECTION XIII - DECLARATION FORM

Date _____

To:

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

Ladies and Gentlemen,

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

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

SECTION XIV – DRAFT LETTER OF NOTIFICATION OF AWARD

To:

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

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

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

.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of 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

SECTION XV – DRAFT LETTER OF NOTIFICATION OF REGRET

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

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

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

1.
2.
3. etc...

The successful bidder was _____.

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 a 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

SECTION XVI - CONTRACT AGREEMENT FORM

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

AND

..... (*Contractor’s full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number.....(*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 goods, that is to say for Provision of Maintenance of Fire Suppression Systems in ICT Data Centres under Tender Number **KP1/9AA-2/OT/22/ICT/16-17.**

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 any payable taxes, duties and insurance where applicable e.g. Value Added Tax*) (*hereinafter called “the Contract Price”*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

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

- or (as the case may be) the neutral gender.
 - d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “*Contractor*” the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
 - e) where there are two or more persons included in the expression the “*Contractor*” any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KPLC to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with KPLC to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
 4. KPLC hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 5. The following documents shall constitute the Contract between KPLC and the Contractor and each shall be read and construed as an integral part of the Contract: -
 - a) this Contract Agreement
 - b) the Special Conditions of Contract as per the Tender Document
 - c) the General Conditions of Contract as per the Tender Document
 - d) the Price Schedules submitted by the Contractor and agreed upon with KPLC.
 - e) the Details of Service as per KPLC’s Tender Document
 - f) the Schedule of Requirements
 - g) **KPLC’s Notification of Award dated.....**
 - h) the Tender Form signed by the Contractor
 - i) the Declaration Form signed by the Contractor/ successful Tenderer
 - j) the Warranty
 6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
 7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
 - a) Execution of this Contract Agreement by KPLC and the Contractor.

- b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPLC.
 - c) Issuance of the Official Order by KPLC to the Contractor.
 - d) Where applicable, Opening of the Letter of Credit by KPLC.
8. The period of contract validity shall begin from the Commencement date and end on either -
- a) sixty (60) days after the last date of the agreed performance schedule, or,
 - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.
- Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be
- deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.
14. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box

Number 30099-00100, Nairobi, Kenya, Facsimile + 254-20-3750240/ 3514485. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf
of **KPLC**

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

SECTION XVII A - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank's Letterhead)

Date:

To:

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

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

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

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

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

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

EITHER

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

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

OR

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

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

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

NOTES TO SUPPLIERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
2. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*
3. *The issuing Bank should address its response or communication regarding the bond to KPLC at the following e-mail address – "guarantees@kplc.co.ke"*

SECTION XVII B - PERFORMANCE SECURITY (LC)

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

Form of Documentary credit - “Irrevocable Standby”

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

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

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

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

Additional Conditions -

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

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

Confirmation instructions – (See notes below)

NOTES TO SUPPLIERS AND BANKS

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such*

rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.

2. *KPLC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for*

response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security (LC) may be deemed as invalid and the Contract nullified.

3. *The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”*
4. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

SECTION XVIII – SUBCONTRACTORS

(INFORMATION TO BE PROVIDED BY THE TENDERER)

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

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

SECTION XIX - PREVIOUS EXPERIENCE WITH SIMILAR WORK
(INFORMATION TO BE PROVIDED BY THE TENDERER)

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

No.	Description	Customer Name & Contacts	Date of Supply

SECTION XX - SUPPLIER EVALUATION FORM

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

Name of Firm.....Date.....

Category of Product/Service (e.g. Conductors

Period of evaluation.....

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

7. COMMUNICATION SKILLS	Rating guidelines								Totals
	Are you satisfied with the attitude, courtesy, and professionalism of this vendor's staff? Written or spoken?	YES:2	PARTIALLY:1	NO: 0					6
	Are the vendor's staff well equipped and skilled in handling requests / issues? Are you rotated too much among staff on an issue?	YES:4	PARTIALLY:2	NO: 0					6.00%
8. DOCUMENTATION AND ACCOUNTING	Rating guidelines								Totals
	Are you satisfied with how the Vendor presents documentation (invoices & licenses etc) when required to do so, to necessitate finalization of contract renewals and payments?	YES:6	PARTIALLY:3	NO: 0					10
	Was problem documentation (incident reports) presented promptly by the vendor and was it complete?	YES:4	PARTIALLY:2	NO: 0					10.00%
9. VALUE ADD	Rating guidelines								Totals
	Did the vendor go over and above in optimizing service delivery process for effective services delivery?	YES:6	PARTIALLY:3	NO: 0					12
	Did the vendor go over and above and offer training or knowledge to assist with better systems support?	YES:6	PARTIALLY:3	NO: 0					12.00%
									Totals Score:
Totals									100.0
Maximum Score									100.00%
VENDOR'S TOTAL SCORE									
VENDOR'S PERCENTAGE SCORE									
ISSUES FOR FOLLOW UP -									
Evaluation Done by:		Name		Department		Date			
Checked/Validated by									

Score in Percentage %

PERFORMANCE LEVEL DEFINATION;

≥75% - KP1 GREEN

50% - KP2 AMBER

25% - KP3 YELLOW

≥25% - KP4 RED

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

RECOMMENDATION

		Status	Tick as appropriate
1	Grant supplier preferred status	KP1	
2	Work with supplier or develop and	KP2 & KP3	

	improve supplier		
3	Abandon / switch suppliers	KP4	

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

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

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

SECTION XXI - PRE-BID MEETING ATTENDANCE FORM

CONFIRMATION OF PRE-BID MEETING ATTENDANCE

Name of Tenderer.....

Date of Visit.....

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

Name:.....

Position.....

Qualification

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

Site Visit conducted by Kenya Power Authorised Officer's

Name

Signature.....

SECTION XXII - THE TECHNICAL SPECIFICATIONS

PART A - GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific items on offer shall be marked clearly for the goods they intend to supply.
2. The Tenderer shall submit the Schedule of Guaranteed Technical Particulars (GTP) completed by the Manufacturer. In submitting the GTP, cross-references should be made to the documents submitted.
3. Deviations from the tender specifications, if any, shall be explained in detail in writing, with supporting data including calculation sheets, detailed drawings and certified test reports and submitted together with the Tender. In submitting the deviations, cross-references should be made to the documents submitted. KPLC reserves the right to reject the goods if such deviations shall be found critical to the use and operation of the goods.
4. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the testing and standards body used shall be provided.
5. Where Type Test Certificates and their Reports and or Test Certificates and their Reports are translated into English, all pages of the translations must be signed and stamped by the testing authority.
6. A Copy of the manufacturer's valid quality management system certification i.e. ISO 9001 shall be submitted for evaluation. For locally manufactured goods this requirement is not mandatory but all Test Reports and Certificates shall be certified by the Kenya Bureau of Standard (KEBS) or its appointed agent(s), in which case a letter of Accreditation must be submitted.
7. In all cases where the level of galvanizing and painting is not specifically stated in the detailed Technical Specifications, the general requirement shall be for a uniform coating of thickness not less than 80 microns.
8. Suppliers are required to provide information on proper representative(s) and or workshop for back-up service and or repair and maintenance including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers.

9. The Contractor shall bear full responsibility that he has understood the operation of the system. No deviations shall be made from this specification and standards unless waived or modified in writing by the Employer. The Contractor shall obtain from its sub-contractor a statement as to compliance with this specification without exception and/or if there are any exceptions, these shall be described in detail and included in the Contractor's Tender. The Contractor shall add a statement that no other exceptions are taken to this specification.

10. Works to be provided by the Contractor

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

11. Works to be provided by the Employer

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

PART B – DETAILED TECHNICAL SPECIFICATIONS (DTS)

Scope of work

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

The Detailed Technical Specifications for The Reorganization/Overhaul of Existing DRC Fire Suppression System.

	DETAILS	KPLC	BIDDER'S OFFER	COMMENTS
1	Reusing of piping, reducing their distance from the ceiling to 50mm and re-piping to cover the whole data center.	Yes		
2	Reusing of the 2 existing gas cylinders and supply of 2 extra cylinders.	Yes		
3	Design and installation of an engineered fire detection and a total flooding, gaseous agent, fire suppression system	FM200		
4	CONTROL SYSTEMS - All control systems shall be UL Listed or FM approved and be utilized with listed or approved compatible operating devices.			

5	CONTROL PANEL Re-use the existing panel, move it to the position to be advised, connect to the system and configure it to accommodate the GSM module with the email and sms sending capability.			
	FIRE ALARM CONTROL PANEL The fire alarm control panel (FACP) shall be the central processing unit of the system, receiving and analyzing signals from fire sensors, providing audible and visual information to the user, initiating automatic alarm response sequences and providing the means by which the user interacts with the system. The FACP shall be certified as meeting the requirements a suitable and notified body. A certificate and test report shall be made available for inspection as evidence of certification. FACP shall be microprocessor based with IP environment and shall incorporate a real time clock to enable events to be referenced against time and date			
6	PROGRAMMABLE ELECTRONIC SOUNDERS: Electronic sounders shall be UL Listed or FM Approved and operate on 24 Vd.c nominal. Electronic sounders shall be field programmable without the use of special tools to choose one (1) of eight (8) tones with an output sound level of at least 90 dBA measured at 10 feet (3 m) from the device. Electronic sounders shall be flush or semi-flush mounted as per the engineer's direction.			
7	STROBE LIGHTS: Strobe lights shall operate on 24 Vdc nominal. Strobe lights shall meet the requirements of the ADA as defined in UL standard 1971 and shall meet the following criteria: The maximum pulse duration shall be 2/10ths of one second. The strobe intensity shall meet the requirements of UL 1971. The flash rate shall meet the requirements of UL 1971. The appliance shall be placed 80 in. (2 m) above			

	the highest floor level within the space, or 6 in. (152 mm) below the ceiling, whichever is the lower.			
8	<p>AUDIBLE/VISUAL COMBINATION DEVICES:</p> <p>Audible/visual combination devices shall meet the applicable requirements of Section 3.05 listed above for audibility.</p> <p>Audible/visual combination devices shall meet the requirements of Section 3.06 (listed above) for visibility.</p>			
9	<p>ADDRESSABLE DEVICES - GENERAL:</p> <p>Addressable devices shall provide an address-setting means using rotary decimal switches. Addressable devices shall use simple to install and maintain decade (numbered 1 to 10) type address switches.</p> <p>Devices which use a binary address setting method, such as a dip switch, are difficult to install and subject to installation error. This type of device is not an allowable substitute.</p> <p>Detectors shall be intelligent and addressable, and shall connect with two wires to the fire alarm/release control panel signaling line circuits.</p> <p>Addressable smoke detectors shall provide dual alarm and power LEDs. Both LEDs shall flash under normal conditions indicating that the detector is operational and in regular communication with the control panel. Both LEDs shall be placed into steady illumination by the control panel indicating that an alarm condition has been detected. If required, the flashing mode operation of the detector LEDs shall be optional through the system field program.</p> <p>An output connection shall also be provided in the base to connect an external remote alarm LED.</p> <p>Smoke detector sensitivity shall be set through the FACP and shall be adjustable in the field through the field programming of the system. Sensitivity may be automatically adjusted by the</p>			

	<p>panel on a time-of-day basis.</p> <p>Using software in the FACP, detectors shall automatically compensate for dust accumulation and other slow environmental changes that may affect their performance. The detectors shall be listed by UL as meeting the calibrated sensitivity test requirements of NFPA Standard 72, Chapter 7.</p> <p>The detectors shall be ceiling-mount and shall include a separate twist-lock base with tamper-proof feature. An optional base shall be available with a built-in (local) sounder rated at 85 dBA minimum.</p> <p>The detectors shall provide a test means whereby they will simulate an alarm condition and report that condition to the control panel. Such a test may be initiated at the detector itself (by activating a magnetic switch) or initiated remotely on command from the control panel.</p> <p>Detectors shall also store an internal identifying type code that the control panel shall use to identify the type of device (ION, PHOTO, THERMAL).</p>			
10	<p>ADDRESSABLE MANUAL PULL STATION</p> <p>Addressable manual pull station shall, on command from the control panel, send data to the panel representing the state of the manual switch. They shall use a key operated test-reset lock and shall be designed so that after actual emergency operation, they cannot be restored to normal use except by the use of a key.</p> <p>All operated stations shall have a positive, visual indication of operation and utilize a key-type reset.</p> <p>Manual stations shall be metal with clearly visible operating instructions provided on the cover. The word FIRE shall appear on the front and both sides of the stations.</p> <p>Stations shall be suitable for surface mounting or semi-flush mounting as shown on the plans,</p>			

	and shall be installed not less than 42 inches (1.06 m), nor more than 48 inches (1.22 m) above the finished floor. Operation shall require two (2) actions.			
11	ANALOG ADDRESSABLE PHOTOELECTRIC SMOKE DETECTOR: The detectors shall use the photoelectric (light-scattering) principal to measure smoke density and shall, on command from the control panel, send data to the panel representing the analog level of smoke density.			
12	ANALOG ADDRESSABLE IONIZATION SMOKE DETECTOR: The detectors shall use the dual-chamber ionization principal to measure products of combustion and shall, on command from the control panel, send data to the panel representing the analog level of products of combustion.			
13	ADDRESSABLE DRY CONTACT MONITOR MODULE: Addressable monitor modules shall be provided to connect one supervised IDC zone of conventional alarm initiating devices (any N.O. dry contact device) to one of the FACP signaling line circuit (SLC) loops. The monitor module shall mount in a 4-inch square, 2-1/8" deep electrical box C. The IDC zone may be wired for Style D or Style B operation. An LED shall be provided that shall flash under normal conditions indicating that the monitor module is operational and in regular communication with the control panel. For difficult to reach areas, the monitor module shall be available in a miniature package and shall be no larger than 2-3/4" x 1-1/4" x 1/2" (69 x 32 x 13 mm). This version need not include Style D or an LED.			
14	ADDRESSABLE TWO-WIRE DETECTOR MONITOR MODULE:			

	<p>Addressable monitor modules shall be provided to connect one supervised IDC zone of conventional two-wire smoke detectors or alarm initiating devices (any N.O. dry contact device).</p> <p>The two-wire monitor module shall mount in a 4-inch square, 2-1/8" deep electrical box or with an optional surface backbox.</p> <p>The IDC zone may be wired for Class A or B (Style D or Style B) operation. An LED shall be provided that shall flash under normal conditions indicating that the monitor module is operational and in regular communication with the control panel.</p>			
15	<p>SMOKE DETECTORS -</p> <p>Smoke detectors shall be 24 VDC and shall be UL Listed and FM approved.</p> <p>Each detector shall include a visual status indicator, provide remote LED output, and include a built-in test capability.</p> <p>The sensitivity shall be factory set per UL 268.</p> <p>The detector cover and screen shall be easily removable for field cleaning.</p> <p>A special vandal-resistant locking screw shall be provided to lock the head to the base.</p> <p>The head-to-base connection shall be made by use of bifurcated contacts. Terminal connections to the base shall be of the screw type that are accessible with the base installed on the mounting box.</p> <p>Where specifically identified on the contract drawings, detector bases shall incorporate a relay with Form C contacts rated at 1 Amp at 120 VAC and 2 Amps at 28 Vdc.</p> <p>Ionization-type smoke detector shall be dual chamber type. The detector shall have an LED in its base which is illuminated in a steady-on mode when in alarm and pulse mode when in</p>			

	<p>standby.</p> <p>Reset of the detector shall be performed by the control unit reset switch.</p> <p>The design of the ionization detector compensating circuits shall provide stable operation with regard to minor changes in temperature, humidity and atmospheric conditions.</p> <p>Photoelectric-type smoke detector shall be light reflective type and compatible with the DF6000 control system. The detector shall have an LED in its base which is illuminated in a steady-on mode when in alarm and pulse mode when in standby. Reset of the detector shall be performed by the control unit reset switch.</p> <p>The design of the photoelectric detector compensating circuits shall provide stable operation with regard to minor changes in temperature, humidity and atmospheric conditions.</p>			
16	<p>ADDRESSABLE CONTROL MODULE:</p> <p>Addressable control modules shall be provided to supervise and control the operation of one conventional Notification Appliance Circuit (NAC) of compatible, 24 Vdc powered, polarized audio/visual notification appliances. For fan shutdown and other auxiliary control functions, the control module may be set to operate as a dry contract relay.</p> <p>The control module shall mount in a standard 4-inch square, 2-1/8" deep electrical box, or to a surface mounted back-box.</p> <p>The control module NAC circuit may be wired for Style Z or Style Y (Class A/B) with up to 1 Amp of inductive A/V signal, or 2 Amps of resistive A/V signal operation, or as a dry contact (Form C) relay.</p> <p>The relay coil shall be magnetically latched to</p>			

	<p>reduce wiring connection requirements and to insure that 100% of all auxiliary relay or NACs may be energized at the same time on the same pair of wires.</p> <p>Audio/visual power shall be provided by a separate supervised power loop from the main FACP or from a supervised, UL listed remote power supply.</p> <p>The control module shall provide address-setting means using decimal switches and shall also store an internal identifying code that the control panel shall use to identify the type of device.</p> <p>An LED shall be provided that shall flash under normal conditions indicating that the control module is operational and is in regular communication with the control panel.</p> <p>A magnetic test switch shall be provided to test the module without opening or shorting its NAC wiring.</p> <p>The control module shall be suitable for pilot duty applications and rated for a minimum of 6Amps at 30 Vdc.</p>			
17	<p>ISOLATOR MODULE:</p> <p>Isolator modules shall be provided to automatically isolate wire-to-wire short circuits on an SLC loop. The isolator module shall limit the number of modules or detectors that may be rendered inoperative by a short circuit fault on the SLC Loop. At least one isolator module shall be provided for each floor or protected zone of the building.</p> <p>If a wire-to-wire short occurs, the isolator module shall automatically open-circuit (disconnect) the SLC loop. When the short circuit condition is corrected, the isolator module shall automatically reconnect the isolated section.</p> <p>The isolator module shall not require any</p>			

	<p>address-setting and its operations shall be totally automatic. It shall not be necessary to replace or reset an isolator module after its normal operation.</p> <p>The isolator module shall mount in a standard 4-inch deep electrical box or in a surface mounted backbox. It shall provide a single LED that shall flash to indicate that the isolator is operational and shall illuminate steadily to indicate that a short circuit condition has been detected and isolated.</p>			
18	<p>ABORT SWITCH:</p> <p>The abort switch shall be used where an investigative delay is desired between detection and actuation of the fire suppression system.</p> <p>This switch shall be a momentary contact "dead-man" type switch requiring constant pressure to transfer one set of contacts. Clear operating instructions shall be provided at the abort switch.</p> <p>This switch shall be rated at 28 Vdc at 1.1 Amp make/break or 6 Amp continuous carry.</p> <p>The terminal connections shall be of the screw type.</p>			
19	<p>MAINTENANCE LOCK-OUT SWITCH:</p> <p>The maintenance lock-out switch shall be used where it is desired to disable the fire suppression system during routine maintenance.</p> <p>This switch shall be key operated allowing removal of the key in either the "Normal" or "Lock-Out" position. A red indicator lamp shall be included on the switch assembly to be illuminated when in the "Lock-Out" position.</p> <p>The control unit is to indicate a trouble condition when in the "Lock-Out" position.</p> <p>The switch shall include one (1) set of normally open and one (1) set of normally closed contacts rated at 28 Vdc at 1.1 amp make/break or 6 Amp continuous carry.</p> <p>The terminal connections shall be of the screw</p>			

	type			
20	<p>FM200 SUPPRESSION SYSTEM</p> <p>FM200 fire suppression system shall be of the engineered, permanently piped, fixed nozzle type with all pertinent components.</p> <p>All agent storage cylinders shall be centrally located as vertical, free-standing cylinders with wall and/or floor mounted retaining brackets. Where multiple cylinders are required for the same hazard, a common manifold shall be employed. (Cylinders mounted horizontally shall be installed in accordance to the Manufacturer's design manual.)</p> <p>On multiple cylinder arrangements (discharging into a common hazard), one cylinder shall be designated as the pilot cylinder and employ the restorable electric actuator, and mechanical manual actuator, or both. All remaining cylinders shall be pneumatically operated from the FM200 agent.</p> <p>Manifolded cylinders shall employ a flexible discharge hose to facilitate installation and system maintenance.</p> <p>Each cylinder on a manifold shall also include an agent check valve installed to the manifold inlet.</p>			
21	<p>EXTINGUISHING AGENT:</p> <p>The agent shall be as FM200</p>			
22	<p>FM200 STORAGE CYLINDERS:</p> <p>Cylinder assemblies shall be of steel construction with a standard RED epoxy paint finish. Each cylinder shall be equipped with a pressure seat-type valve and gauge. Each valve shall be constructed of forged brass and shall attach to the cylinder providing a leak tight seal. Each valve shall also include a safety pressure relief device which provides relief at 3000-3360 PSI per CGA test methods.</p> <p>Filling of the cylinder assembly shall be by an authorized FM200 systems distributor in conjunction with a factory authorized FM200 agent filling station. Initial filling and recharge</p>			

	shall be performed in accordance with the manufacturer's established procedures and shall not require replacement components for normal service.			
23	<p>CYLINDER BRACKET:</p> <p>Each cylinder assembly shall be furnished with a bracket made from welded steel. The bracket shall hold the cylinders in a saddle with a front bracket piece that secures the cylinders. The brackets shall be modular in design to allow added bracketing or stacking of cylinders depending on installation requirements.</p> <p>Cylinder brackets shall be UL listed and/or FM approved for use with the FM200 system.</p>			
24	<p>VALVE ACTUATORS:</p> <p>Electric valve actuators shall be of brass construction and stackable design with swivel connections to allow removal of actuators for maintenance or testing.</p> <p>Operation of actuators shall not require replacement of components. NO ELECTROEXPLOSIVE DEVICES may be used to actuate the valve assembly.</p> <p>Electric actuators shall be continuous duty type for 24 Vdc operation.</p> <p>Actuation devices shall be UL listed and/or FM approved for use with the INERGEN system.</p>			
25	<p>DISCHARGE HOSE/CHECK VALVE:</p> <p>When manifolding, all cylinder assemblies shall include a flexible discharge hose and check valve for connection to the manifold inlet.</p> <p>All hose/check valves shall be UL listed and/or FM approved.</p>			
26	<p>SYSTEM CHECKOUT AND TESTING:</p> <p>The completed installation shall be inspected by</p>			

<p>factory authorized and trained personnel. The inspection shall include a full operational test of all components per the equipment manufacturer's recommendations (including agent discharge).</p> <p>Inspection shall be performed in the presence of the owner's representative architect's or</p> <p>All mechanical and electrical components shall be tested according to the manufacturer's recommended procedure to verify system integrity.</p> <p>Inspection shall include a complete checkout of the detection/control system and certification of cylinder pressure. A written report shall be filed with the owner.</p> <p>As-built drawings shall be provided by the contractor (2 copies) indicating the installation details. All routing of piping, electrical conduit and accessories shall be noted.</p> <p>Equipment installation and maintenance manuals shall be provided in addition to the as-built drawings.</p> <p>Prior to final acceptance, the contractor shall provide operational training in all concepts of the system to the owner's key personnel. Training shall consist of:</p> <ol style="list-style-type: none"> 1. Control system operation 2. Trouble procedures 3. Abort procedures 4. Emergency procedures 5. Safety requirements 6. Demonstration of the system (excluding FM200 release) <p>The quantity of agent shall reflect the actual design quantity of FM200 agent. A functional test shall be completed prior to the concentration test consisting of detection, release, alarm, accessories related to the system,</p>			
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	<p>control unit and a review of the cylinders, piping, fittings, hangers and cylinder pressure. Concentration testing shall be performed under the supervision of the contractor's authorized personnel in the presence of the owner's representative, local authorities and any other insuring authority.</p> <p>FM200 test procedures shall be recommended by the equipment manufacturer and/or the FM200 equipment supplier.</p> <p>The contractor shall provide a gas analyzer capable of automatically recording sampling points. Concentration recording shall continue until authorities are satisfied with hazard integrity or until 10 minutes have elapsed. The sampling point(s) shall be located at a strategic area(s) but no higher than the highest combustible contents.</p> <p>If the test results indicate that the design concentration was not achieved and/or held, the contractor shall determine the cause of the failure. After determination of the cause, the system shall be recharged and again placed in operation. The contractor shall only be responsible for retest based on equipment design failure.</p>			
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SECTION XXIII – SCHEDULE OF EQUIPMENT

Items to be covered under Maintenance contract

A-11: STIMA PLAZA DATA CENTRE

A-12: FIRE SUPPRESSION SYSTEM

System Composition:

1. 13No. LC-572 cu.ft proinert cylinders (200barx16.3m³)
2. 13No. Discharge hose
3. 1No. HF actuator
4. 2 No. Booster actuator
5. 1 No. Union
6. 2 No. Discharge nozzles
7. 1 No. Back frame (2 cylinder)
8. 1 No. 13” carriage bolt & nut
9. 1 No. Cylinder clamp (2 cyl)
10. 1 No. Intelligent addressable control panel
11. 1 No. Intelligent repeater panel
12. 1 No. Surface mount back box
13. 15 No. Mini monitor module
14. 3 No. Control module – NAC
15. 2 No. Control module relay
16. 10 No. Ionization detector, low profile
17. 10 No. Photoelectric detector, low profile
18. 20 No. Detector base
19. 4 No. Vesda detectors
20. 4 No. Vesda power supply
21. 4 No. Vesda network cards
22. 4 No. Smoke aspirator network
23. 1 No. vesdanet
24. 1 No. GSM module
25. 2 No. 7AH batteries
26. Pipework

A-21: DISASTER RECOVERY CENTRE (ELECTRICITY HOUSE NAIROBI)

A-22: FIRE SUPPRESSION SYSTEM

System Composition:

1. 2No. 120 Litres, FM200 Cylinders complete with their clamps and accessories.
2. 5No. Nozzle(360 degree)
3. 1No. Maintenance switch
4. 2No. 6" fire alarm bell
5. 9 No. Photoelectric detector
6. 1No. Sounder/ beacon
7. 1No. Manual call point
8. 7No. Warning plate - inside
9. 2No. Warning plate – outside

A-31: NATIONAL CONTROL CENTRE - JUJA

A-32: FIRE SUPPRESSION SYSTEM

System Composition:

1. 4No. Fire Suppression Control panels
2. 4No. Fire Suppression Gas Storage Cylinder.
3. 22No. Convectional Smoke Detectors
4. 4No. Fire Alarm Bells.
5. 4No. Fire Alarm Sounders /Beacons.
6. 4no. Manual Call Points

A-33: FIRE FIGHTING EQUIPMENT

System Composition:

1. 2No. 9Kg Dry Powder Fire Extinguisher.
2. 2No. 5Kg Carbon Dioxide Fire Extinguisher.
3. 2No. 9Lts Foam Fire Extinguisher.
4. 2No. Fire Blankets.

A-41: KIGANJO CONTROL CENTRE.

A 42: FIRE SUPPRESSION SYSTEM

System Composition:

1. 3No. Fire Suppression Control panels
2. 3No. Fire Suppression Gas Storage Cylinder.
3. 10No. Convectional Smoke Detectors
4. 3No. Fire Alarm Bells.
5. 3No. Fire Alarm Sounders /Beacons.
6. 3No. Manual Call Points

A-43: FIRE FIGHTING EQUIPMENT

System Composition:

1. 2No. 9Kg Dry Powder Fire Extinguisher.
2. 2No. 5Kg Carbon Dioxide Fire Extinguisher.
3. 2No. 9Lts Foam Fire Extinguisher.
4. 2No. Fire Blankets.

A-51: RABAI CONTROL CENTRE.

A 52: FIRE SUPPRESSION SYSTEM

System Composition:

1. 3No. Fire Suppression Control panels
2. 3No. Fire Suppression Gas Storage Cylinder.
3. 10No. Convectional Smoke Detectors
4. 3No. Fire Alarm Bells.
5. 3No. Fire Alarm Sounders /Beacons.
6. 3No. Manual Call Points

A-53: FIRE FIGHTING EQUIPMENT

System Composition:

1. 2No. 9Kg Dry Powder Fire Extinguisher.
2. 2No. 5Kg Carbon Dioxide Fire Extinguisher.
3. 2No. 9Lts Foam Fire Extinguisher.
4. 2No. Fire Blankets.

A-61: LESSOS CONTROL CENTRE.

A 62: FIRE SUPPRESSION SYSTEM

System Composition:

1. 3No. Fire Suppression Control panels
2. 3No. Fire Suppression Gas Storage Cylinder.
3. 10No. Convectional Smoke Detectors
4. 3No. Fire Alarm Bells.
5. 3No. Fire Alarm Sounders /Beacons.
6. 3No. Manual Call Points

A-63: FIRE FIGHTING EQUIPMENT

System Composition:

1. 2No. 9Kg Dry Powder Fire Extinguisher.
2. 2No. 5Kg Carbon Dioxide Fire Extinguisher.
3. 2No. 9Lts Foam Fire Extinguisher.
4. 2No. Fire Blankets.