



Kenya Power

# TELECOM COLLOCATION FACILITIES DEVELOPMENT PROJECT –PHASE 1

## BIDDING DOCUMENT

DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF  
STANDARD TELECOM COLLOCATION FACILITIES IN SELECTED SUBSTATIONS

TENDER NO. KPI/9A/5F/OT/004/16-17

## VOLUME 1/2

**Commercial & Contractual**

JUNE 2017

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## ABBREVIATIONS AND ACRONYMS

Table 1 Abbreviations and Acronyms

Abbreviation/ Acronym	Description
BDS	Bid Data Sheet
BQ	Bills of Quantities
CBK	Central Bank of Kenya
DDP	Delivery Duty Paid
ERC	Energy Regulatory Commission
GCC	General Conditions of Contract
GoK	Government of Kenya
ICPAK	Institute of Certified Public Accountants of Kenya Joint Venture
ISO	International Organization of Standardization
JV	Joint Venture
Ksh/KES	Kenya Shillings
KRA	Kenya Revenue Authority
KPLC	The Kenya Power & Lighting Company Limited
NCA	National Construction Authority
LC	Letter of Credit
PPDA 2015	Public Procurement and Disposal Act, 2015
PPDR 2006	Public Procurement and Disposal Regulations, 2006
PPRA	Public Procurement Regulatory Authority
PCC	Particular Conditions of Contract
VAT	Value Added Tax
QMS	Quality Management System
Weight and Measures	
km	Kilometre (1,000 m)
kV	Kilovolt (1,000 volts)
kVA	Kilovolt-ampere
kW	Kilowatt
kWh	Kilowatt-hour
M	Million
m	meter
MVA	Mega volt-ampere (10 <sup>6</sup> volt-ampere)
MWh	Megawatt-hour
MW	Megawatt
Yr	Year

Abbreviation/ Acronym	Description
Currency	
USD	United States Dollar
KES	Kenya Shillings

# 1. SECTION I – INVITATION TO TENDER

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June 20, 2017

## **TENDER NO: KPI/9A/5F/OT/004/16-17 FOR DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TELECOM COLLOCATION FACILITIES IN KPLC SUBSTATIONS**

1.1. The Kenya Power & Lighting Company Limited (KPLC) invites bids from eligible Tenderers for Design, Supply, Installation, Testing and Commissioning of Standard Telecom Collocation Facilities in Kenya Power Substations. Interested eligible Tenderers may obtain further information from the General Manager, Supply Chain, The Kenya Power & Lighting Company Limited at Stima Plaza, 3<sup>rd</sup> Floor, Kolobot Road, and P.O. Box 30099 – 00100 Nairobi, Kenya.

### **1.2. Obtaining Tender documents**

1.2.1. Tender Documents detailing the requirements of the above tenders may be obtained from KPLC E-Procurement Portal available on KPLC website [www.kplc.co.ke](http://www.kplc.co.ke) from Tuesday 20<sup>th</sup> June, 2017 as shown above.

1.2.3. Upon downloading the tender, bidders are required to immediately send/e-mail their Names and contact details to: [JOchieng@kplc.co.ke](mailto:JOchieng@kplc.co.ke), [LBalera@kplc.co.ke](mailto:LBalera@kplc.co.ke), [CMaende@kplc.co.ke](mailto:CMaende@kplc.co.ke) and [RNMburu@kplc.co.ke](mailto:RNMburu@kplc.co.ke).

### **1.3 Submission of Tender documents**

1.3.1. Prospective bidders should register for E-Procurement to enable them access the KPLC portal under "New Supplier Registration" found under the Tenders Tab.

1.3.2. In addition to the pdf version of the Price Schedule included in the bid document, an excel version of the same shall also be submitted to the web portal. Original Tender Security shall be sealed in an envelope, marked with tender name, tender number and shall be submitted to KPLC tender box at Stima Plaza to be received not later than 18<sup>th</sup> July 2017 at 10.00am or such other date as shall be published on KPLC Training School tendering portal.

1.3.3. Tenders will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at the place and time to be advised.

1.3.4. Save when responding to KPLC's request for clarification, bidders shall not contact or discuss any aspect of their tenders with KPLC after tender closing date before receipt of notification of award of tenders or letters of regret, as applicable. Any such contact shall lead to disqualification of the tenderer.

1.3.5. 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.



## 2. SECTION II - TENDER SUBMISSION CHECKLIST

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

No.	Item	Tick Where Provided
1.	This form duly ticked (where provided)	
2.	Duly Completed Tender Form	
3.	Duly Completed Price Schedule	
4.	Tender Questionnaire	
5.	Confidential Business Questionnaire (CBQ)	
6.	Tender Security – Bank Guarantee or Letter of Credit (issued by Bank's Licensed by the Central Bank of Kenya)	
7.	Declaration Form	
8.	Duly completed Site Visit Form	
9.	Copy of Contractor's Certificate of Incorporation	
10.	Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign tenderers)	
11.	Certificate of Registration as a Telecommunications Contractor with the Communications Authority of Kenya	
12.	Copy of Contractor's Certificate of Registration for the relevant category by the National Construction Authority	
13.	Copy of Contractor's Valid Tax Compliance Certificate	
14.	Type Test Certificates for Major Equipment	
15.	Contractor's Experience in Similar Works	
16.	Details of Sub-Contractors (if any)	
17.	Sub-Contractor's Experience in Similar Works	
18.	Key Personnel Capabilities	
19.	CVs of Key Personnel	
20.	Program of Works	
21.	Contractor's and Suppliers Quality Assurance Details	
22.	Commercial/Contractual Deviations	
23.	Catalogues, Brochures, Drawings and Documentation to be submitted with tender	
24.	Proposed Work Plan and Methodology	
25.	Contractor's Turnover	
26.	Audited Financial Statements and Financial Information	
27.	Contractor's Equipment	
28.	Duly Filled Manufacturer's Authorization (for equipment/materials)	
29.	Joint Venture Data (where applicable)	
30.	Duly Completed Schedule of Guaranteed Technical Particulars	
31.	Evidence of Contractor's access to lines of credit	

**\*NOTES TO TENDERERS**

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

### 3. SECTION III – INSTRUCTIONS TO TENDERERS (ITT)

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#### 3.1. Definitions

- 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) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- f) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- g) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- h) *“The Tenderer” means the person(s) submitting its Tender for the performance of Works in response to the Invitation to Tender. This may include a business name, joint venture, private or public company, government owned institution or any combination of one or more of them.*
- i) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- j) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- k) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

- l) *“Works” means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.*
- m) *KPLC’s “authorized person” shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*
- n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*
- p) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- q) *“NCA” wherever appearing means the National Construction Authority or its successor(s) and assign(s) where the context so admits.*

### **3.2. Eligible Tenderers**

- 3.2.1 This Invitation to Tender is open to all Tenderers eligible as described in the Bid Data Sheet. Successful Tenderers shall perform the Works in accordance with this tender and the ensuing contract.
- 3.2.2 The classification of eligibility shall be in accordance with that maintained by Kenya’s National Construction Authority or its successor responsible for the classification of contractors.
- 3.2.3 Government or government owned institutions in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependant agency of the Government.
- 3.2.4 Local Tenderers i.e. Kenyan registered companies whose operations are based in Kenya shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya such as the National Construction Authority or the Energy Regulatory Commission.
- 3.2.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to KPLC as KPLC may reasonably request.
- 3.2.6 Tenderers (including all members of a joint venture and subcontractors) shall provide a statement that they are not associated, or have not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for this project or being proposed as Project Manager for this Contract. A firm that has been engaged

by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.

3.2.7 In addition, a tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria-

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

### **3.3. Ineligible Tenderers**

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

- a) KPLC's employees, its Board or any of its committee members.
- b) Any Public/State Officer of the Government of the Republic of Kenya (GoK).
- c) Any member of a Board or Committee or any department of GoK.
- d) Any person appointed to any position by the President of Kenya.
- e) Any person appointed to any position by any Cabinet Secretary of GoK.
- f) Any tenderer submitting false, inaccurate or incomplete information about their qualifications.

3.3.2 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.7 above.

3.3.3 Despite the provisions of section 3.3.1 and 3.3.2, a tenderer having a substantial or controlling interest shall be eligible to bid where—

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

### **3.4. Declarations of Eligibility**

- 3.3.4 For the purposes of this paragraph, any relative i.e. spouse(s) and child (ren) of any person mentioned in sub-paragraph 3.3.1 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.
- 3.4.1 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.3.1 and 3.3.2 above.
- 3.4.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section xii (11.6).
- 3.4.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

### **3.5. Joint Venture**

- 3.5.1 Tenders submitted by a joint venture (JV) of two or more firms (consortium), as partners shall comply with the following requirements: -
- (a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
  - (b) One of the partners shall be nominated and authorized as being lead contractor. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners/directors.
  - (c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
    - I. For local and citizen contractors, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
    - II. For a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
  - (d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

- 3.5.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.5.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- 3.5.3 The JV must be in either of the following forms –
- a) A registered JV agreement. The registration may either be at the Ministry of Lands/National Land Commission or, at the Office of the Attorney General, or NCA
  - b) A Letter of Intent to enter into a joint venture including a draft JV Agreement indicating at least the part of the Works to be executed by the respective partners.
  - c) The JV agreement should be signed by at least two directors from each company or firm that is a party to the JV.
  - d) The JV agreement must be under the company or firm seal
  - e) The Letter of Intent should be signed by at least one director from each company or firm that is a party to the intended joint venture.
- 3.5.4 A copy of the agreement entered into, or Letter of Intent by the joint venture partners shall be submitted with the tender.
- 3.6. Time for Completion of Works**
- 3.6.1 The successful Tenderer will be expected to complete the Works by the required completion period as specified in the BDS.
- 3.7. Source of Funding**
- 3.7.1 KPLC has set aside funds during the present financial year. It is intended that part of the proceeds of funds will be applied to cover the eligible payments under the ensuing contract for these Works.
- 3.8. Conflict of Interest**
- 3.8.1 A Tenderer (including all members of a joint venture and subcontractors) shall not have a conflict of interest. A Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process if they:-

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

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

### **3.9. One Tender per Tenderer**

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

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

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

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

### **3.10. Site Visit and Pre-bid Meeting**

3.10.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the site of Works and its surrounding and obtain all information that may be necessary for preparing the tender and entering into a contract for the Works. The cost of visiting the site shall be at the Tenderer's own expense.



- 3.10.2 KPLC may conduct a site visit and pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.10.3 The Tenderer's designated representative is invited to attend a site visit and pre-bid meeting which if convened will take place at the venue and time stipulated in the BDS.
- 3.10.4 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach KPLC before the pre-bid meeting.
- 3.10.5 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting will be transmitted within the time stated in the BDS to all purchasers of the Tender Document.
- 3.10.6 Non-attendance during the site visit or the pre-bid meeting will not be a cause of disqualification of the Tender unless specified to the contrary in the BDS.
- 3.11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.11.2 The price to be charged for the Tender Document shall be as indicated in the Invitation to Tender but in any case not exceeding KSh 1,000/=.

### **3.11. Cost of Tendering**

### **3.12. Contents of the tender documents**

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

- a) *Invitation to Tender*
- b) *Tender Submission Checklist*
- c) *Instructions to Tenderers*
- d) *Bid Data Sheet*
- e) *General Conditions of Contract*
- f) *Special Conditions of Contract*
- g) *Specifications*
- h) *Drawings*
- i) *Schedule of Prices*
- j) *Summary of Evaluation Process*
- k) *Tender Form*
- l) *Confidential Business Questionnaire Form*
- m) *Tender Security Forms*
- n) *Declaration Form*
- o) *Contract Agreement Form*
- p) *Form of Performance Security*
- q) *Evaluation Criteria*
- r) *Proposed Work Program (Work method & schedule)*

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

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

### **3.13. Clarification of Documents**

3.13.1 A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager (Procurement) in writing or by post at KPLC's address indicated in the Invitation to Tender. KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPLC. Written copies of KPLC's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have duly received the Tender Document.

### **3.14. Amendment of Documents**

3.14.1 At any time prior to the deadline for submission of Tenders, KPLC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

3.14.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) in writing and will be binding on them.

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

### **3.15. Language of Tender**

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

### **3.16. Documents Comprising the Tender**

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

- a) *Declaration Form, Tender Form and Priced Bill of Quantities (BQ) duly completed*
- b) *Documentary evidence that the Works and any ancillary services thereto to be performed by the Tenderer conform to the tender documents.*
- c) *Technical Proposal in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the Works requirements and the completion time. Those details should include the following:-*
  - i. *A statement of work methods i.e. Methodology*
  - ii. *Major items of equipment proposed to carry out the Contract*
  - iii. *An undertaking that the items in c (ii) will be available for the execution of the Contract.*
- d) *Tender Security furnished in accordance with the Tender requirements.*
- e) *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements.*

- f) *A detailed list of previous clients as prescribed in the BDS for similar Works on tender and their contact addresses including e-mail shall be submitted with the Tender for the purpose of reference, or for evaluation.*
- g) *Statement of Deviations, if any, from the tender requirements on a separate sheet of paper clearly indicating –*
  - i. *The specific tender document requirement*
  - ii. *The deviation proposed by the Tenderer*
  - iii. *The technical specifications of the deviation*
  - iv. *The design, if any, of the deviation*
  - v. *Justification or reason for the deviation*
  - vi. *The Tenderer’s cost of that deviation and the Tenderer’s estimate of the cost of complying with KPLC’s requirement without the deviation.*
- h) *In case of a tender submitted by a joint venture, either of the following –*
  - i. *the registered joint venture agreement, or,*
  - ii. *a Letter of Intent to enter into a joint venture including a draft JV agreement indicating at least the part of the Works to be executed by the respective partners.*
- i) *Any information or other materials required to be completed and submitted by Tenderers as specified in the Tender Document.*

### **3.17. Tender Form**

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

### **3.18. Tender Rates and Prices**

3.18.1

The Tenderer shall indicate on the appropriate BQs, the unit rates and prices (where applicable) and total tender price of the Works it proposes to perform under the contract.

3.18.2 The Tenderer shall fill in rates and prices for all items of the Works described in the BQs. Items for which no rates or price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed covered by other rates and prices in the BQs.

3.18.3 Prices and rates indicated on the BQs shall be of all costs for the Works including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.

3.18.4 BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.

### **3.19. Tender Currencies**

3.19.1 For Works that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule and/or BQs.

3.19.2 The exchange rate to be used for currency conversion for evaluation purposes shall be the Central Bank of Kenya selling rate ruling on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

### **3.20. Tenderer's Eligibility and Qualifications**

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

- 3.20.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –
- a) That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document.
  - b) That the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide –
    - i. *Audited Financial Statements (Audited Accounts) that are reported within eighteen (18) calendar months of the date of the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.*
    - ii. *For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.*
    - iii. *A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.*
    - iv. *Evidence of adequacy of working capital for this Contract eg. Access to line(s) of credit and availability of other financial resources.*
  - c) That the Tenderer has the technical and/or production capability necessary to perform the contract.

- d) That, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications.
- e) That the Tenderer has the technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes:-
  - i. Documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.*
  - ii. Employment records including contracts of employment for all key personnel*
  - iii. The Tenderer's undertaking that the key site management and technical personnel will be available for the contract*
  - iv. List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works*
- f) That the Tenderer is duly classified and currently registered by NCA, ERC, the National Treasury, the County Treasury or any other relevant authorized body as capable of performing the Works under the contract. The Tenderer will furnish KPLC with a copy of the registration certificate and copy of renewal receipt. KPLC reserves the right to subject the certificate and receipt to authentication.
- g) Information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount; and
- h) Detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.

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



**3.21. Conformity of Works to Tender Documents**

- 3.21.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all the Works that the Tenderer proposes to perform under the contract.
- 3.21.2 The documentary evidence of conformity of the Works to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of:
  - a) a detailed description of the essential technical and performance characteristics of the Works whether in catalogues, drawings or otherwise,
  - b) a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the Works for a minimum period of six (6) months following usage of the Works after the official handing over to KPLC, and,
  - c) duly completed BQs' in compliance with KPLC's BQs' requirements or, a Statement of Deviations and exceptions to the provisions of KPLC's BQs'.
- 3.21.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.21.1, 3.21.2 and paragraph 3.22, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its BQs' are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the BQs'.

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

- 3.22.1 Where required, all Tenderers shall demonstrate ability of performance of the required Works in conformity with the schedule of requirements and/or Bills of Quantities.
- 3.22.2 KPLC or its representative(s) shall have the right to inspect/test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/test.
- 3.22.3 The bidder shall meet the cost of demonstration, inspection and test while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its nominated officers inspecting and witnessing tests. Where

conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).

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

### **3.23. Warranty**

3.23.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that any part of the Works that comprises any equipment, the equipment to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.

3.23.2 The Warranty shall also warrant that the equipment in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the equipment under the conditions obtaining in Kenya.

3.23.3 The Warranty will remain valid for a minimum of twelve (12) months after the equipment, or any part thereof as the case may be, have been commissioned as indicated in the contract.

### **3.24. Tender Security**

3.24.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the BDS.

3.24.2

- a) The tender security shall be either one or a combination of the following:-
- b) An original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya (CBK) that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document. The bank must be located in Kenya.
- c) 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.

- d) 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.
- e) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form.

3.24.3 The Tender Security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.24.10.

3.24.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by a commercial bank located in Kenya and licensed by the Central Bank of Kenya or a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund. The bank or

3.24.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.

3.24.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank/institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank/institution within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.

3.24.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.35.

3.24.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -

- a) *The procurement proceedings are terminated*

- b) *KPLC determines that none of the submitted Tenders is responsive*
- c) *A contract for the procurement is entered into*
- d) *The Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.31.*

**3.25. Validity of Tenders**

- 3.25.1 Tenders shall remain valid for one hundred and twenty (120) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.30. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.25.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.24 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

**3.26. Alternative Offers**

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

**3.27. Number of Sets of and Tender Formats**

- 3.27.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.27.2 Authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-
  - a) For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.
  - b) For foreign Tenderers, a Notary Public in the country of the Tenderer.

In either case above, the Power of Attorney shall accompany the Tender.
- 3.27.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.27.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
- 3.27.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph.

### **3.28. Deadline for Submission of Tenders**

- 3.27.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.33.
- 3.28.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.
- 3.28.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

### **3.29. Modification and Withdrawal of Tenders**

- 3.29.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.
- 3.29.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.20, 3.21 and 3.22. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 3.29.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.29.4 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.

### **3.30. Opening of Tenders**

- 3.30.1 KPLC shall open all Tenders promptly at the date and time specified in the KPLC tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.30.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.30.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.

**3.31. Process to be Confidential**

- 3.30.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.
- 3.31.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.31.2 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

**3.32. Clarification of Tenders and Contacting KPLC**

- 3.32.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.32.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.32.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the contract is awarded.
- 3.32.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

### **3.33. Preliminary Tender Evaluation**

3.33.1 Prior to the detailed Technical and Financial evaluation, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

3.33.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section X Summary of Evaluation Process (Evaluation Criteria).

3.33.3 Notwithstanding the contents of the foregoing subparagraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

### **3.34. Minor Deviations, Errors or Oversights**

3.34.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.

3.34.2 Such minor deviation -

- a) Shall be quantified to the extent possible,
- b) Shall be taken into account in the evaluation process, and,
- c) Shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.

3.34.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

### 3.35. Technical Evaluation and Comparison of Tenders

- 3.35.1 a) The Tenders submitted will be evaluated in three stages; Preliminary, Technical and Financial. Tenderers will proceed to the Technical Stage only if they qualify in compliance with Preliminary Evaluation. Only technical bids that attain a minimum score of 75% will be eligible for financial evaluation as detailed in (c) below.

The evaluation criteria will be based on the following weights:

Technical score weight -70%

Financial score weight -30%

- b) The criteria to be followed at the Technical Evaluation stage is contained in Evaluation Process, and Bidders are urged to follow the format outlined therein which is critical in determining the responsiveness of the bids.
- c) To be eligible for the Financial Evaluation, bidders must score at least seventy (75) out of one hundred (100) at the Technical Evaluation stage. Each responsive tender will be given a technical score (St). A tender shall be rejected at this stage if it fails to achieve the minimum technical score.
- a) The Evaluation Committee will determine whether the financial proposals are complete (i.e. whether the tenderer has costed all the items of the corresponding Technical Proposal and correct any computational errors). The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- b) The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITT", be as follows:-

$Sf = 100 \times FM/F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T \% + Sf \times P$



%. The firm achieving the highest combined technical and financial score can be invited for negotiations.

3.35.2 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.35.3 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
- d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums).
- e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.24.10.

3.35.4 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.

3.35.5 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- a) making any correction for errors pursuant to clause 5.7;
- b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.
- c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
- d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6.

3.35.6 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

3.35.7 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

3.35.8 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 20% preferential bias provided that they do not sub-contract work valued at more than 20% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

### **3.36. Financial Evaluation**

3.36.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be -

- a) of the rates and prices including all costs as well as duties and taxes payable on all the materials to be used in the execution of the Works.
- b) deviations in Payment Schedule from that specified in the Special Conditions of Contract.

3.36.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange

rate prevailing on the date of tender closing provided by the Central Bank of Kenya.

### **3.37. Preferences**

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

<b>3.38. Tender Evaluation Period</b>	3.38.1	The tender evaluation committee may conduct and complete a preliminary, technical and financial evaluation of the tender within the validity period.
<b>3.39. Debarment of a Tenderer</b>	3.39.1	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.
<b>3.40. Confirmation of Qualification for Award</b>	3.40.1	KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
	3.40.2	The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.20 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
	3.40.3	An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.
<b>3.41. Award of Contract</b>	3.41.1	KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.
<b>3.42. Termination of Procurement Proceedings</b>	3.42.1	KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
	3.42.2	KPLC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

### **3.43. Notification of Award**

- 3.43.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.43.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.43.3 Simultaneously, and without prejudice to the contents of paragraph 3.43, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.
- 3.43.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank/institution and/or the Tenderer and such Bank/institution discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

### **3.44. Clarifications with the Successful Tenderers**

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

### **3.45. Signing of Contract**

- 3.45.1 At the same time as KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.45.2 Within seven (7) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC within that period of seven (7) days.

### **3.46. Performance Security**

- 3.45.3 KPLC shall sign and date the Contract not earlier than fourteen (14) days from the date of notification of contract award. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.44.
- 3.45.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.45.5 Paragraph 3.43 together with the provisions of this paragraph 3.45 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.45.4.
- 3.46.1 Within fourteen (14) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security. The Performance Security shall be denominated in Kenya Shillings and shall be valid shall be until a date sixty (60) days beyond the date of issue of the Certificate of Completion.
- 3.46.2 The Performance Security shall be either one or a combination of the following:
- a) *An original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. The bank issuing the Bank Guarantee must be located in Kenya.*
  - b) *For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.*
  - c) *For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.*

- 3.47.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.47.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitise its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.47.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.47.6 Paragraph 3.44, 3.45, 3.46 together with the provisions of this paragraph 3.47 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.47.5.
- 3.48.1 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.*
- 3.48.2 KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

### **3.47. Corrupt or Fraudulent Practices**

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



## 4. SECTION IV – BID DATA SHEET

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

<b>ITT Reference Clause</b>	<b>Particulars of Appendix</b>
<b>3.2 Eligible Tenderers</b>	This Tender is Open to firms registered in the Republic of Kenya.
<b>3.6 Time for Completion of Works</b>	Time for completion is six (6) calendar months.
<b>3.10 Site Visit and Pre-Bid Meeting</b>	There shall be a pre-bid meeting on 3 <sup>rd</sup> July 2017 followed by site visits from 3 <sup>rd</sup> -7 <sup>th</sup> July 2017. The minutes of meeting will be issued within a period of 3days after the pre-bid meeting. Non-attendance at the pre-bid meeting organized by KPLC will not be a cause for disqualification. However, bidders have to submit with tender, a certificate of confirmation of site visit indicating that they have visited the sites and obtained all relevant information necessary for bidding.
<b>3.16– List of Previous Customers</b>	<i>Bidders shall submit three contacts of customers with whom they have performed works similar to the works under Contract.</i>
<b>3.24.1 Tender Security</b>	<i>Tender security shall be 2% of the tender value.</i>

## 5. SECTION V – GENERAL CONDITIONS OF CONTRACT

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The Conditions of Contract comprise the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects”, First Edition 1999, ISBN 2-88432-021-0, published by the Federation Internationale Des Ingenieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

The FIDIC Conditions of Contract document is a copyright protected document and the Contractor shall be responsible for obtaining and familiarizing themselves with the Conditions of Contract.

Information as to how to obtain copies of FIDIC documents can be obtained from the website [www.fidic.org](http://www.fidic.org).

## 6. SECTION VI – PARTICULAR CONDITIONS OF CONTRACT

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The following particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- Sub-Clause 1.1.2.2  
Employer**                      The Employer is :  
Kenya Power & Lighting Company Limited  
7<sup>th</sup> Floor, Stima Plaza  
Kolobot Road, Parklands  
P.O. Box 30099-00100  
NAIROBI, KENYA  
  
Tel:     + 254-020 2666349/132
- Sub-Clause 1.1.2.4  
Employer’s  
Representative**                      The Employer’s Representative is :  
To be advised prior to commencement of works
- Sub-Clause 1.1.3.3  
Time for Completion of  
the Works**                      The time for completion of the works shall be six (6) calendar months  
from the commencement date.
- Sub-Clause 1.1.3.7  
Defects Notification  
Period**                      The Defects Notification Period shall be 365 calendar days from the day  
of issuance of the Taking-Over Certificate.
- Sub-Clause 1.3  
Electronic  
Transmission Systems**                      Add Email and Fax. Documents may be emailed in pdf format with  
transmittal receipt acknowledgement required.
- Sub-Clause 1.4 Law  
and Language:**                      Governing Law is the law of the Republic of Kenya  
Ruling language is English.  
Language of communication is English.  
Fluent English shall be spoken by an adequate number of the staff of  
the Contractor.  
After Paragraph 1: “The Parties shall act reasonably and shall perform  
their obligations hereunder in accordance with the principles of good  
faith and fair dealing.”

**Sub-Clause 1.5 Priority of Documents**

Delete Sub-Clause 1.5 and substitute:

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the documents forming the Contract shall take precedence in the following order:

- a) this Contract Agreement
- b) Special Conditions of Contract
- c) General Conditions of Contract
- d) KPLC's Notification of Award dated.....
- e) Letter of Acceptance dated .....
- f) Schedule of Prices
- g) Technical Specifications and Drawings
- h) Implementation Plan (work methods and schedule)
- i) Tender Form signed by the Contractor
- j) Declaration Form signed by the Contractor/ successful Tenderer
- k) Guaranteed Technical Data Sheets
- l) Manufacturer's Authorization
- m) Official Purchase Order where applicable

Where there is a contradiction in any item in two of the above documents, then the item in the earlier positioned document in order above shall take precedence over the item in the lower document, except where otherwise mutually agreed in writing.

**Sub-Clause 1.6 Contract Agreement**

This section of the General Conditions of Contract shall be replaced as follows:

"The Contract between the Employer and the Contractor will enter into full force and effect on the date when all of the following conditions have been satisfied:

- (i) Signing of the Contract;
- (ii) Funds required for the project have become available after conclusion of the financing process and the same has been confirmed in writing by the Employer to the Contractor.

**Sub-Clause 2.1 Right of Access to Site**

The Employer shall grant the Contractor access to site within a period of 7days after the Contract comes into full force and effect.

**Sub-Clause 3.5  
Determinations**

Sub-Clause 3.5 of the General Conditions shall be replaced as follows:

*Determinations*

Whenever these Conditions provide that the Employer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Employer shall consult with the Contractor in an endeavour to reach agreement. If agreement is not achieved within 28 days of notification by the Employer relating to matters referred for determination, the Employer shall make a fair determination in accordance with the Contract within a further 14 days, taking due regard of all relevant circumstances.

The Employer shall give notice to the Contractor of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination, unless the Contractor gives notice, to the Employer, of his dissatisfaction with a determination within 21 days of receiving it. Either Party may then refer the dispute to the DAB in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision].

**Sub-Clause 4.2  
Performance Security**

Amount of performance security is 10% of the Contract Price from Commencement Date to Issue of Taking-Over Certificate and 5% from Issue of Taking Over Certificate to the end of the Defects Notification Period. The Performance Security shall be in the currencies and proportions in which the Contract Price is payable.

To the end of Paragraph 2 add:

“If the Performance Security is in the form of a bank guarantee, it shall be issued either (a) by a bank located in the Country, or (b) directly by a foreign bank acceptable to the Employer. If the Performance Security is not in the form of a bank guarantee, it shall be furnished by a financial entity which is registered or licensed to do business in the Country and acceptable by the Employer.”

**Sub-Clause 4.12  
Unforeseeable  
Difficulties**

Sub clause 4.12 General Conditions shall be replaced as follows:

*Unforeseeable Difficulties*

Except as otherwise stated in the Contract:

- (a) the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works; save for provisions included in d);

- (b) by signing the Contract, the Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works; save for provisions included in d)
- (c) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs save for provisions included in d).
  
- (d) In this Sub-Clause, "physical conditions" means natural physical conditions, man-made and other physical obstructions and pollutants, including contaminated or hazardous substances, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions, which could not have been foreseen by an experienced Contractor. The removal of contaminated or hazardous substances shall be arranged by the Employer at his responsibility and cost. During such time, the Employer shall suspend such part of the affected Works in accordance with Sub-Clause 8.8 (*Suspension of Work*). If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Employer as soon as practicable. To the extent possible, the Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, if and to the extent that the Contractor encounters physical conditions which are Unforeseeable and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 20.1 (Contractor's Claims) to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 (Extension of Time for Completion), and payment of any such Cost.

**Sub-Clause 4.21**  
**Progress Reports**

Add the following:

The monthly progress reports shall be soft copies only in pdf sent via email. Number of personnel to be copied shall be advised by the Employer's Representative.

Throughout the duration of the Contract regular Contract Monthly Progress Meetings will be held within 7days of receipt by the Employer of monthly Progress Report and shall be minuted and shall be attended by representatives of the Employer and the Contractor.

The Progress Meetings will include review of the current Monthly Contract Progress Reports.

In addition to monthly progress meetings, bi-weekly early warning meetings shall also be held to review potential future problems and seek solutions as appropriate.

<b>Sub-Clause 5.7 Operations and Maintenance Manuals</b>	<p>After paragraph 1 add:</p> <p>No later than one(1) month after issue of the Taking-Over Certificate, the Contractor shall supply to the Employer three(3) hard copies and three(3) soft copies of the final Operation and Maintenance Manuals. Operation and Maintenance Manuals shall be in the English Language.</p>
<b>Sub-Clause 6.1 Engagement of Staff and Labour</b>	<p>Add:</p> <p>“The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with the required qualifications and experience from sources within Kenya generally and in particular from the neighbourhood of the Site.”</p>
<b>Sub-Clause 6.5 Working Hours</b>	<p>Add the following:</p> <p>Normal working hours at the Site are between 8.00 am and 6.00 pm on weekdays (six days per week).</p> <p>Work outside this period and weekend or holiday shall only be carried out where specifically approved by the Employer’s Representative. Where the Contractor chooses to work in excess of eight hours a day or to work at weekends or public holidays, there shall be no additional cost added to the Contract Price.”</p>
<b>Sub-Clause 6.7 Health and Safety</b>	<p>At the end of Sub-Clause 6.7, add:</p> <p>The Contractor shall comply with any Health and Safety regulations which may be in force in Kenya and take measures to prevent the development of unsanitary conditions in the work, living and surrounding areas and shall take precautions to prevent the spread of infectious diseases.</p>
<b>Sub-Clause 6.12 Festivals and Religious Customs</b>	<p><b>Insert new Sub-Clause 6.12:</b></p> <p><b>Festivals and Religious Customs</b></p> <p>The Contractor shall respect the Country’s recognised festivals, days of rest or religious or other customs and shall take them into account when preparing the Contractual Programme (Schedule).</p>
<b>Sub-Clause 7.7 Ownership of Plant and Materials:</b>	<p>At the end of Sub-Clause 7.7 add:</p> <p>“If the Contractor or any of his sub-contractors or suppliers becomes insolvent during manufacturing of plant, any plant being processed for this Contract shall, upon progress payment for value of goods/work “in process”, be duly marked and pass in ownership to the Employer. The Employer shall then have the right to remove these goods from the Contractor’s or subcontractor’s works for completion by others.”</p>



<b>Sub-Clause 8.1 Commencement of the Works</b>	<p>Replace Sub-Clause 8.1 with the following:</p> <p>The “Commencement Date” shall be the date upon which the last of following conditions precedent shall have been fulfilled and the Employer’s notification of such fulfilment and instruction to commence the Works is received by the Contractor:</p> <p>a) The Contract has entered into full force and effect b) Receipt by the Contractor of Advance Payment</p> <p>The Employer shall issue a letter to the Contractor confirming the date when the conditions precedent above are met (the “Commencement Date”) within seven (7) days of their fulfilment.</p>
<b>Sub-Clause 8.2 Time for Completion</b>	<p>At the end of Sub-Clause 8.2 add:</p> <p>The Time for Completion shall be 70days from the Commencement Date.</p>
<b>Sub-Clause 8.7 Delay Damages</b>	<p>Delay damages for the works shall be Kenya Shillings Two Hundred and Forty Thousand (Ksh.240,000) per day up to a maximum of 10% of the Contract Price.</p>
<b>Sub-Clause 13.8 Adjustments for Changes in Costs</b>	<p>There will be no adjustments for changes in costs.</p>
<b>Sub-Clause 14.1 The Contract Price</b>	<p><b>The Contract Price comprises the following:</b></p> <p>Price of Detailed Design, Price of Equipment, Consumables, Spare Parts and Tools, Price of Factory Acceptance Tests, Price of Training Services, Price of Installation Services and all other works or goods and services as specified.</p>
<b>Sub-Clause 14.2 Advance payment</b>	<p>The amount of advance payment shall be 10% of the Contract Price and shall be paid upon submission of Advance Payment Guarantee equivalent to the advance itself.</p> <p>The Advance Payment shall be paid in the currencies within which the Contract Price is payable.</p> <p>The Advance Guarantee shall be issued by a bank located in the Republic of Kenya and shall be reduced in proportion to the value of the plant and equipment delivered to site as evidenced by shipping and delivery documents.</p>
<b>Sub-Clause 14.3 Application for Interim Payment Certificates</b>	<p>At the end of Sub-Clause 14.3, add;</p> <p>The application for payment shall state the amount claimed and shall set forth in detail, in the order of the Schedule of Prices, particulars of the Works executed up to the date of application.</p> <p>The application for payment shall clearly and separately show all taxes, duties and levies payable by the Contractor.</p> <p>Payments shall be made according to the Schedule of Payments defined in Sub-Clause 14.4.</p>

**Sub-Clause 14.3  
Application of Interim  
Payments**

The amount of retention to be deducted from each payment shall be 10%. The limit of retention shall be 10% of the Contract price.

**Sub-Clause 14.4  
Schedule of Payments**

Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the Parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds. The Payment from KPLC will be made through direct payment to the contractor's account. No Letter of credit will be opened.

Schedule No. 1. Plant and Equipment Supplied from Abroad

In respect of plant and equipment supplied from abroad, the following payments shall be made:

- (a) Seventy percent (80%) of the total or pro rata amount upon Incoterm "DDP", upon delivery to site and after receipt of the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, etc.
- (b) Five percent (5%) of the total or pro rata DDP amount upon issue of the Taking-Over Certificate.
- (c) Five percent (5%) of the total or pro rata DDP amount upon issue of the Performance Certificate.

Schedule No. 2. Plant and Equipment Supplied from within the Employer's Country

In respect of plant and equipment supplied from within the Employer's country, the following payments shall be made:

- (a) Seventy percent (80%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery of equipment to site and after receipt of required documents, such as a railway consignment note, a road consignment note, insurance certificate, etc.].
- (b) Five percent (5%) of the total or pro rata EXW amount upon issue of the Taking-Over Certificate.  
Five percent (5%) of the total or pro rata EXW amount upon issue of the Performance Certificate.

Schedule No. 3. Design Services

In respect of design services for both the foreign currency and the local currency portions, the following payments shall be made:

- (a) Seventy percent (80%) of the total or pro rata design services amount upon acceptance of design by the Employer's Representative.
- (b) Five percent (5%) of the total or pro rata DDP amount upon issue of the Taking-Over Certificate.
- (c) Five percent (5%) of the total or pro rata DDP amount upon issue of the Performance Certificate.

Schedule No. 4. Installation Services

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

- (a) Seventy percent (80%) of the total or pro rata upon completion of installation works.
- (b) Five percent (5%) of the total or pro rata DDP amount upon issue of the Taking-Over Certificate.
- (c) Five percent (5%) of the total or pro rata DDP amount upon issue of the Performance Certificate.

**Sub-Clause 14.8  
Delayed Payment**

Amend Paragraph 2 as follows:

"These financing charges shall be calculated at the rate of 0.5% points above the EURIBOR, and shall be paid in the currency in which the Contract price is payable."

**Sub-Clause 14.15  
Currencies of Payment**

All payments shall be made in the currency in which the Contract Price is quoted.

**Sub-Clause 14.16  
Taxation**

**Insert new Sub-Clause 14.16 as follows:**

**Taxation**

Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the Contract. The Contractor shall be deemed to be familiar with the tax laws in the Employer's country and to have made all necessary enquiries with the relevant government authorities and completely satisfied himself with the requirements for all taxes, statutory contributions and duties to which he may be subjected to during the execution of the Works under the Contract.

**Sub-Clause 14.17**  
**Income Taxes on Staff**

**Insert new Sub-Clause 14.17 as follows:**  
**Income Taxes on Staff**

All of the Contractor's staff and labour (foreign and local) will be liable to pay personal income taxes in the Employer's country (Republic of Kenya) in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**Sub-Clause 16.2**  
**Termination by Contractor**

**Termination by Contractor**

Ammend as follows:

Paragraph 2, line 1: change "14 days" to "30 days"

**Sub-Clause 17.7**  
**Use of Employer's Facilities**

**Insert new Sub-Clause 17.7 as follows:**

**Use of Employer's Facilities**

Use of Employer's facilities is not envisaged. However should any facilities of the Employer be assigned to the Contractor for the purposes of carrying out the works under the Contract, and any loss or damage happens to any of the above items while the Contractor is responsible for their care, arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer.

**Sub-Clause 18.1**  
**General Requirements for Insurances**

The Contractor is the insuring Party

Insurance policies shall meet the Conditions of Contract and shall include:

- a) Contractor's All risks including Work Injury Benefits Act (WIBA), Public Liability and material damage
- b) Employer's Liability
- c) Motor Vehicle Insurance
- d) Comprehensive General Liability

The insurance underwriters criteria shall be:-

- a) Insurer older than six(6) years
- b) Have a minimum solvency margin of 150%-general business
- c) Have a minimum turnover of USD 50million per annum excluding motor insurance,
- d) Selected insurers should have adequate reinsurance arrangement

Add the following:

“The Contractor shall be the insuring party, but the Employer’s broker shall check and satisfy itself that the Contractor has endorsed the Employer’s interest upon the policies and that the policies specifically extend to the levels stipulated in this Contract”.

Periods of submission of insurance:

- a) Evidence of insurance: 40 days before commencement of site works
- b) Relevant policies: 20 days before commencement of site works.

**Sub-Clause 18.2  
Insurance for Works  
and Contractor’s  
Equipment**

After the first sentence of the first paragraph insert the following sentence:

This insurance shall be for not less than 110% of the Contract Price.

**Sub-Clause 18.3  
Insurance Against  
Injury to third party  
Persons and Damage  
to Property**

Limit of KSh. 100,000,000 per occurrence, any one period unlimited.

**Sub-Clause 20.2  
Appointment of the  
Dispute Adjudication  
Board**

The DAB shall consist of one(1) member.

**Sub-Clause 20.3 Failure  
to Agree Dispute  
Adjudication Board**

The appointing entity shall be the Chartered Institute of Arbitrators (Kenya Branch).

**Clause 21  
Sub-Clause 21.1 Tax**

**Insert new Clause 21 and Sub-Clauses as follows:**

**Tax**

Nothing in the Contract shall relieve the Contractor of his responsibility to pay any tax that may be levied in the Employer’s country on profits made by him in respect of the Contract. The Contractor shall be deemed to be familiar with the tax laws in the Employer’s country and to have made all necessary enquiries with all relevant government authorities and completely satisfied himself with the requirements for all taxes, statutory contributions and duties to which he may be subjected to during the execution of the works under the Contract.

<b>Sub-Clause 21.2</b> <b>Income Taxes on Staff</b>	<b>Income Taxes on Staff</b> The Contractor's staff, personnel and labour will be liable to pay personal taxes in the Employer's country in respect of such salaries and wages as are chargeable under the laws and regulations for the time in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
<b>Sub-Clause 22</b> <b>Importation Arrangements</b>	<b>Insert new Sub-Clause 22 and Sub-Clauses as follows:</b> <b>Importation Arrangements</b> General arrangements for importation of goods are as follows:  The Contractor shall arrange the importation of Goods into Kenya in and on behalf of the Employer, but will be required to employ his own qualified procurement personnel, develop working procedures for such importation, manage and coordinate this in liaison with the staff of the Employer.
<b>Sub-Clause 22.1</b> <b>Master List</b>	<b>Master List</b> The Contractor shall ensure that all major Plant and Materials to be incorporated in the Permanent Works are included on the Master List. The Master List shall be submitted to the Procuring Entity within one (1) month from Commencement Date.  The Master List shall be in a form to be agreed with the Procuring Entity, but must show various quantities and unit/total CIF prices.
<b>Sub-Clause 22.2</b> <b>Import Customs Bond</b>	<b>Import Customs Bond</b> Where applicable, an import bond in the form of a Customs Bond is required to be issued by the Contractor for temporary imports into the country. The Customs Bond is discharged when the Contractor's equipment is re-exported.
<b>Sub-Clause 22.3</b> <b>Import Declaration Form (IDF)</b>	<b>Import Declaration Form (IDF)</b> The Contractor shall be responsible for obtaining all the necessary Import Declaration Form (IDF) required under the Kenyan law for declaration of the import of all Goods being supplied from outside the country. The Contractor shall be responsible for the initial IDF fees as well as all other costs associated with this process including but not limited to the agent's fees and other administrative costs. The Employer shall provide assistance as necessary.

**Sub-Clause 22.4  
Pre-shipment  
Verification of  
Conformity (PVoC) to  
Standards**

**Pre-shipment Verification of Conformity (PVoC) to Standards**

The PVoC programme is based on Article 5 of Technical Barriers to Trade (TBT/WTO), which requires that technical requirements (i.e. standards) applied to foreign products must also be applied to domestic products.

The PVoC is a conformity assessment and verification process applied to specific Goods/Products at the respective exporting countries to verify that products imported into Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment. It is the sole responsibility of the Contractor (exporter/Contractor) to demonstrate the same and hence meet any associated costs of verification.

All consignments subject to PVoC must obtain a Certificate of Conformity (CoC) issued by PVoC country offices prior to shipment. The CoC is a mandatory Customs Clearance document in Kenya; consignments arriving at Kenyan ports without this document will be denied entry into the country. In exceptional cases, at the sole discretion of the Kenya Bureau of Standards (KEBS), specific consignments may be allowed to undergo destination inspections after receiving appropriate application from importers. Such consignments will be subject to a penalty of 15% of CIF value of the goods plus 15% bond and the inspection costs, payable by the Contractor. All expenses incurred at destination will be borne by the Contractor.

The names of inspection agencies appointed by the Kenyan authorities through KEBS to act under this Contract will be notified to the Contractor on receipt of Import Declaration Forms which are obtained by the Contractor. The Contractor should establish contact and liaise with Inspection Agencies immediately upon learning of their names. The Contractor shall be responsible for procuring the necessary pre-shipment inspection. The Contractor shall pay the inspection fees.

Kenyan regulations require that all imported plant, materials, Contractor's Equipment and Temporary Works be inspected prior to shipment to verify quality and quantity.

The pre-shipment inspection, if positive, authorises the Contractor to ship the Plant, materials, Contractor's Equipment and Temporary Works. The Contractor shall not import any item which is prohibited by the laws of the Republic of Kenya.

Prior to issue of the Defects Liability Certificate, the Contractor shall issue a "customs clearance" notice to the Employer to confirm that all of the Contractor's Equipment and Temporary Works, which have been temporarily imported for the execution of the Works, have been subsequently re-exported and that all of the requirements of the Contract have been complied with.

The inspection of Goods does not relieve the Contractor of its contractual obligations to the Employer, and items may be rejected by the Employer if they fail to meet the requirements of the Contract even though they have been cleared by the Inspection Agency for shipment.

**Sub-Clause 23 Delivery  
, Transport &  
Insurance of Goods**

**Insert new Sub-Clause 23 and Sub-Clauses**

The Contractor shall deliver all the Goods in an effective and organized manner to the Site in accordance with the Implementation Programme agreed by both parties. The Contractor shall commit to carry out the following tasks:

- (a) Transport to the Site at its own expense all Goods, under usual conditions, through a usual route and in the usual manner, under all the circumstances. Partial shipments to transport the Goods will be allowed.
- (b) Provide the packing and marking of the Goods as required to transport them to the Project Site in order to prevent their damage or deterioration. During transit, the packing shall be sufficient to withstand, without limitation, rough, handling and exposure to extreme temperatures, salt and precipitations and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Project Site and the absence of heavy handling facilities at all points in transit.
- (c) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and in any other regulation that shall be observed.
- (d) Carry out the inspection of the Goods prior to its departure, in order to verify its adjustment to the amount and the packing characteristics agreed in accordance to the Contract.
- (e) To avail the following set of shipping documents to the Employer at least three(3) weeks before arrival of imported goods at the port of entry:
  - Four(4) copies of the Commercial Invoice showing Goods description, quantity, unit price, total amount;



- One (1) original and four(4)copies of Non-negotiable bill of lading marked with freight pre-paid;
- Four(4) copies of the Packing list identifying contents of each package;
- Four(4) copies of the Manufacturer’s/Contractor’s Certificate;
- Four (4) copies of the Insurance Certificate for 110% (one hundred and ten percent) of the CIP value for such shipment.
- Four (4) copies of the Shipment Inspection certificate (Clean Report of Findings and CoC) issued by the nominated inspection agency;
- Four (4) copies of the Contractor’s factory inspection report; and
- Four (4) copies of the Certificate of Origin.

ADDRESSES

The Equipment shall be marked with the following marks:-

**KENYA POWER & LIGHTING COMPANY LIMITED  
 DESIGN, SUPPLY, INSTALLATION, TESTING AND  
 COMMISSIONING OF KPLC STANDARD TELECOM HUBS  
 AND KPLC SUBSTATIONS  
 CONTRACT No. ....  
 ORDER No.....  
 C/O KPLC, NAIROBI - KENYA.**

Packing lists, inspection reports, material reports, etc. as indicated above shall be sent to:-

**PROJECTS EXECUTION TEAM LEADER  
 TELECOM COLLOCATION FACILITIES DEVELOPMENT  
 PROJECT  
 KENYA POWER & LIGHTING COMPANY LIMITED  
 P.O. BOX 30099-00100  
NAIROBI, KENYA**

- (f) The Contractor shall warranty that the Goods are delivered in the Project Site, according to the Implementation Programme, so the Procuring Entity can arrange in good time the reception of the Goods.
- (g) Whenever written evidence of the delivery of the Goods in accordance with Articles of this Contract is accessible by both Parties, the delivery at the Project Site shall be considered as executed.
- (h) Upon delivery of Goods at the Site, the Employer shall identify the Goods with the purpose of checking that they comply with

the technical specifications established in the Contract and no later than seven (7) calendar days from the date of notification of arrival by the Contractor.

- (i) Upon delivery of Goods at the Site, the Employer shall issue a Delivery Certificate of the Goods, which shall be signed by the Contractor and the Employer. In case the Employer does not issue the Delivery Certificate or reject the Contractor's request within fifteen (15) calendar days, the mentioned certificate will be considered to have been issued on the last day of that period.

# 7. SECTION VII– TECHNICAL SPECIFICATIONS

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Refer to *Volume 2* of the Tender Documents.

## 8. SECTION VIII– DRAWINGS

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Refer to *Volume 2* of the Tender Documents.

**9. SECTION IX– SCHEDULE OF PRICES**

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<p align="center"><b>Price Schedule</b>  <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b>  <b>Schedule No. 1.1: Embakasi Substation</b></p>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC01-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC01-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC01-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC01-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC01-105	Splice boxes ( 96 core)	No	4				0.00
1TC01-106	20m patch cords ( FC/APC)	No	20				0.00
1TC01-107	Approach cable downlead support clamps	LS	1				0.00
1TC01-108	2 inch 6m GI pipe	No	2				0.00
1TC01-109	HDPE Piping	LS	1				0.00
1TC01-110	42U Telecom Cabinets	No	3				0.00
1TC01-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC01-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC01-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC01-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC01-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC01-204	Building Electrical Installations	LS	1				0.00
1TC01-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC01-206	CCTV Surveillance System( Outdoor/Indoor) refer Vol 2	LS	1				0.00
1TC01-207	CCTV Monitoring & Control System (refer to S14.4 Vol 2)	LS	1				0.00
1TC01-208	Environment Monitoring System(EMS)	LS	1				0.00
1TC01-209	Access Control System	LS	1				0.00
1TC01-210	Fire Suppression System	LS	1				0.00
1TC01-211	Air Conditioning System	LS	1				0.00
1TC01-212	Equipment earthing (tinned copper plate)	LS	1				0.00
1TC01-213	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC01-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC01-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	1				0.00
1TC01-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	1				0.00

Price Schedule Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad Schedule No. 1.1: Embakasi Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
1TC01-303	Fire Suppression System spares and Tools(refer to specifications)	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.1 total (to Schedule 1 Summary)						<b>0.00</b>

Price Schedule Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad Schedule No. 1.2: Kiboko Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC02-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC02-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC02-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC02-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC02-105	Splice boxes ( 96 core)	No	4				0.00
1TC02-106	20m patch cords ( FC/APC)	No	20				0.00
1TC02-107	Approach cable downlead support clamps	LS	1				0.00
1TC02-108	2 inch 6m GI pipe	No	2				0.00
1TC02-109	HDPE Piping	LS	1				0.00
1TC02-110	42U Telecom Cabinets	No	3				0.00
1TC02-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC02-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC02-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC02-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC02-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC02-204	Building Electrical Installations	LS	1				0.00
1TC02-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC02-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3 Vol 2	LS	1				0.00
1TC02-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC02-208	Access Control System	LS	1				0.00
1TC02-209	Fire Suppression System	LS	1				0.00
1TC02-210	Air Conditioning System	LS	1				0.00
1TC02-211	Equipment earthing (tinned copper plate)	LS	1				0.00
1TC02-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC01-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC02-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	0				0.00
1TC02-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	0				0.00
1TC02-303	Fire Suppression System spares and Tools(refer to specifications)	LS	0				0.00



<b>Price Schedule</b> <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b> <b>Schedule No. 1.2: Kiboko Substation</b>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.2 total (to Schedule 1 Summary)						<b>0.00</b>

Price Schedule Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad Schedule No. 1.3: Voi Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC03-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC03-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC03-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC03-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC03-105	Splice boxes ( 96 core)	No	4				0.00
1TC03-106	20m patch cords ( FC/APC)	No	20				0.00
1TC03-107	Approach cable downlead support clamps	LS	1				0.00
1TC03-108	2 inch 6m GI pipe	No	2				0.00
1TC03-109	HDPE Piping	LS	1				0.00
1TC03-110	42U Telecom Cabinets	No	3				0.00
1TC03-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC03-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC03-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC03-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC03-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC03-204	Building Electrical Installations	LS	1				0.00
1TC03-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC03-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC03-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC03-208	Access Control System	LS	1				0.00
1TC03-209	Fire Suppression System	LS	1				0.00
1TC03-210	Air Conditioning System	LS	1				0.00
1TC03-211	Equipment earthing (tinned copper plate)	LS	1				0.00
1TC03-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC03-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC03-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	0				0.00
1TC03-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	0				0.00
1TC03-303	Fire Suppression System spares and Tools(refer to specifications)	LS	0				0.00

<b>Price Schedule</b> <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b> <b>Schedule No. 1.3: Voi Substation</b>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.3 total (to Schedule 1 Summary)						<b>0.00</b>

**Price Schedule**  
**Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad**  
**Schedule No. 1.4: Rabai Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC04-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC04-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC04-103	48 Core Fiber Optic Approach Cable	m	1,000				0.00
1TC04-104	48 Fiber Optical Distribution Frame (ODF)	No	10				0.00
1TC04-105	Splice boxes ( 96 core)	No	10				0.00
1TC04-106	20m patch cords ( FC/APC)	No	40				0.00
1TC04-107	Approach cable downlead support clamps	LS	1				0.00
1TC04-108	2 inch 6m GI pipe	No	2				0.00
1TC04-109	HDPE Piping	LS	1				0.00
1TC04-110	42U Telecom Cabinets	No	3				0.00
1TC04-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC04-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC04-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC04-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC04-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC04-204	Building Electrical Installations	LS	1				0.00
1TC04-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC04-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC04-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC04-208	Access Control System	LS	1				0.00
1TC04-209	Fire Suppression System	LS	1				0.00
1TC04-210	Air Conditioning System	LS	1				0.00
1TC04-211	Equipment earthing (tinned copper plate)	LS	1				0.00
1TC04-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC04-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC04-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	0				0.00
1TC04-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	0				0.00
1TC04-303	Fire Suppression System spares and Tools(refer to specifications)	LS	0				0.00

Price Schedule Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad Schedule No. 1.4: Rabai Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
	Subtotal						0.00
	Schedule 1.4 total (to Schedule 1 Summary)						0.00

Price Schedule Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad Schedule No. 1.5: Kipevu Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC05-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC05-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC05-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC05-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC05-105	Splice boxes ( 96 core)	No	4				0.00
1TC05-106	20m patch cords ( FC/APC)	No	20				0.00
1TC05-107	Approach cable downlead support clamps	LS	1				0.00
1TC05-108	2 inch 6m GI pipe	No	2				0.00
1TC05-109	HDPE Piping	LS	1				0.00
1TC05-110	42U Telecom Cabinets	No	3				0.00
1TC05-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC05-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC05-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC05-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC05-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC05-204	Building Electrical Installations	LS	1				0.00
1TC05-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC05-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC05-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC05-208	Access Control System	LS	1				0.00
1TC05-209	Fire Suppression System	LS	1				0.00
1TC05-210	Air Conditioning System	LS	1				0.00
1TC05-211	Building Temperature and Humidity Monitoring device	No	1				0.00
1TC05-212	Equipment earthing (tinned copper plate)	LS	1				0.00
1TC05-213	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC05-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC05-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	0				0.00
1TC05-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	0				0.00

<b>Price Schedule</b> <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b> <b>Schedule No. 1.5: Kipevu Substation</b>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
1TC05-303	Fire Suppression System spares and Tools(refer to specifications)	LS	0				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.5 total (to Schedule 1 Summary)						<b>0.00</b>

**Price Schedule**  
**Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad**  
**Schedule No. 1.6: Mbaraki Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC06-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC06-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC06-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC06-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC06-105	Splice boxes ( 96 core)	No	4				0.00
1TC06-106	20m patch cords ( FC/APC)	No	20				0.00
1TC06-107	Approach cable downlead support clamps	LS	1				0.00
1TC06-108	2 inch 6m GI pipe	No	2				0.00
1TC06-109	HDPE Piping	LS	1				0.00
1TC06-110	42U Telecom Cabinets	No	3				0.00
1TC06-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC06-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC06-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC06-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC06-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC06-204	Building Electrical Installations	LS	1				0.00
1TC06-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC06-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC06-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC06-208	Access Control System	LS	1				0.00
1TC06-209	Fire Suppression System	LS	1				0.00
1TC06-210	Air Conditioning System	LS	1				0.00
1TC06-211	Equipment earthing (tinned copper plate)	LS	1				0.00
1TC06-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC06-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC06-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	0				0.00
1TC06-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	0				0.00
1TC06-303	Fire Suppression System spares and Tools(refer to specifications)	LS	0				0.00



<b>Price Schedule</b>							
<b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b>							
<b>Schedule No. 1.6: Mbaraki Substation</b>							
<b>Item (1)</b>	<b>Description (2)</b>	<b>Unit (3)</b>	<b>Qty (4)</b>	<b>Manufacturer (5)</b>	<b>Code <sup>(1)</sup> (6)</b>	<b>Unit Price <sup>(2)</sup></b>	<b>Total Price <sup>(2)</sup></b>
						<b>DDP Site (7)</b>	<b>(4) x (7)</b>
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.6 total (to Schedule 1 Summary)						<b>0.00</b>

**Price Schedule**  
**Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad**  
**Schedule No. 1.7: Kamburu Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC07-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC07-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC07-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC07-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC07-105	Splice boxes ( 96 core)	No	4				0.00
1TC07-106	20m patch cords ( FC/APC)	No	20				0.00
1TC07-107	Approach cable downlead support clamps	LS	1				0.00
1TC07-108	2 inch 6m GI pipe	No	2				0.00
1TC07-109	HDP Piping	No	1				0.00
1TC07-110	42U Telecom Cabinets	No	3				0.00
1TC07-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC07-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC07-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC07-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC07-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC07-204	Building Electrical Installations	LS	1				0.00
1TC07-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC07-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC07-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC07-208	Access Control System	LS	1				0.00
1TC07-209	Fire Suppression System	LS	1				0.00
1TC07-210	Air Conditioning System	LS	1				0.00
1TC07-211	Equipment earthing (tinned copper plate)	No	1				0.00
1TC07-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC07-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC07-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	1				0.00
1TC07-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	1				0.00
1TC07-303	Fire Suppression System spares and Tools(refer to specifications)	LS	1				0.00

Price Schedule Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad Schedule No. 1.7: Kamburu Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.7 total (to Schedule 1 Summary)						<b>0.00</b>

**Price Schedule**  
**Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad**  
**Schedule No. 1.8: Kiganjo Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC08-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC08-102	96 Core Fiber Optic Approach Cable	m	0.0				0.00
1TC08-103	48 Core Fiber Optic Approach Cable	m	1,000				0.00
1TC08-104	48 Fiber Optical Distribution Frame (ODF)	No	10				0.00
1TC08-105	Splice boxes ( 96 core)	No	10				0.00
1TC08-106	20m patch cords ( FC/APC)	No	40				0.00
1TC08-107	Approach cable downlead support clamps	LS	1				0.00
1TC08-108	2 inch 6m GI pipe	No	2				0.00
1TC08-109	HDP Piping	No	1				0.00
1TC08-110	42U Telecom Cabinets	No	3				0.00
1TC08-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC08-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC08-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC08-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC08-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC08-204	Building Electrical Installations	LS	1				0.00
1TC08-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC08-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3 Vol 2	LS	1				0.00
1TC08-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC08-208	Access Control System	LS	1				0.00
1TC08-209	Fire Suppression System	LS	1				0.00
1TC08-210	Air Conditioning System	LS	1				0.00
1TC08-211	Equipment earthing (tinned copper plate)	No	1				0.00
1TC08-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC08-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC08-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	1				0.00
1TC08-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	1				0.00
1TC08-303	Fire Suppression System spares and Tools(refer to specifications)	LS	1				0.00

<b>Price Schedule</b> <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b> <b>Schedule No. 1.8: Kiganjo Substation</b>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.8 total (to Schedule 1 Summary)						<b>0.00</b>

**Price Schedule**  
**Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad**  
**Schedule No. 1.9: Naivasha Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC09-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC09-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC09-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC09-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC09-105	Splice boxes ( 96 core)	No	4				0.00
1TC09-106	20m patch cords ( FC/APC)	No	20				0.00
1TC09-107	Approach cable downlead support clamps	LS	1				0.00
1TC09-108	2 inch 6m GI pipe	No	2				0.00
1TC09-109	HDP Piping	No	1				0.00
1TC09-110	42U Telecom Cabinets	No	3				0.00
1TC09-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC09-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC09-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC09-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC09-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC09-204	Building Electrical Installations	LS	1				0.00
1TC09-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC09-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC09-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC09-208	Access Control System	LS	1				0.00
1TC09-209	Fire Suppression System	LS	1				0.00
1TC09-210	Air Conditioning System	LS	1				0.00
1TC09-211	Equipment earthing (tinned copper plate)	No	1				0.00
1TC09-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC09-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC09-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	1				0.00
1TC09-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	1				0.00
1TC09-303	Fire Suppression System spares and Tools(refer to specifications)	LS	1				0.00

<b>Price Schedule</b> <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b> <b>Schedule No. 1.9: Naivasha Substation</b>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.9 total (to Schedule 1 Summary)						<b>0.00</b>

<p align="center"><b>Price Schedule</b>  <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b>  <b>Schedule No. 1.10: Lanet Substation</b></p>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC10-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC10-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC10-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC10-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC10-105	Splice boxes ( 96 core)	No	4				0.00
1TC10-106	20m patch cords ( FC/APC)	No	20				0.00
1TC10-107	Approach cable downlead support clamps	LS	1				0.00
1TC10-108	2 inch 6m GI pipe	No	2				0.00
1TC10-109	HDP Piping	No	1				0.00
1TC10-110	42U Telecom Cabinets	No	3				0.00
1TC10-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC10-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC10-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC10-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC10-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC10-204	Building Electrical Installations	LS	1				0.00
1TC10-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC10-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC10-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC10-208	Access Control System	LS	1				0.00
1TC10-209	Fire Suppression System	LS	1				0.00
1TC10-210	Air Conditioning System	LS	1				0.00
1TC10-211	Equipment earthing (tinned copper plate)	No	1				0.00
1TC10-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC10-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC10-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	1				0.00
1TC10-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	1				0.00
1TC10-303	Fire Suppression System spares and Tools(refer to specifications)	LS	1				0.00



<b>Price Schedule</b> <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b> <b>Schedule No. 1.10: Lanet Substation</b>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 1.10 total (to Schedule 1 Summary)						<b>0.00</b>

Price Schedule Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad Schedule No. 1.11: Lessos Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC11-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC11-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC11-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC11-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC11-105	Splice boxes ( 96 core)	No	4				0.00
1TC11-106	20m patch cords ( FC/APC)	No	20				0.00
1TC11-107	Approach cable downlead support clamps	LS	1				0.00
1TC11-108	2 inch 6m GI pipe	No	2				0.00
1TC11-109	HDP Piping	No	1				0.00
1TC11-110	42U Telecom Cabinets	No	3				0.00
1TC11-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC11-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC11-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC11-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC11-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC11-204	Building Electrical Installations	LS	1				0.00
1TC11-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC11-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC11-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC11-208	Access Control System	LS	1				0.00
1TC11-209	Fire Suppression System	LS	1				0.00
1TC11-210	Air Conditioning System	No	1				0.00
1TC11-211	Equipment earthing (tinned copper plate)	LS	1				0.00
1TC11-212	Other accessories for complete functioning	No	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC11-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC11-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	1				0.00
1TC11-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	1				0.00
1TC11-303	Fire Suppression System spares and Tools(refer to specifications)	LS	1				0.00

<b>Price Schedule</b> <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b> <b>Schedule No. 1.11: Lessos Substation</b>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
							0.00
	Schedule 1.11 total (to Schedule 1 Summary)						0.00

Price Schedule Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad Schedule No. 1.12: Mamboleo Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>1TC12-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
1TC12-102	96 Core Fiber Optic Approach Cable	m	0				0.00
1TC12-103	48 Core Fiber Optic Approach Cable	m	400				0.00
1TC12-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
1TC12-105	Splice boxes ( 96 core)	No	4				0.00
1TC12-106	20m patch cords ( FC/APC)	No	20				0.00
1TC12-107	Approach cable downlead support clamps	LS	1				0.00
1TC12-108	2 inch 6m GI pipe	No	2				0.00
1TC12-109	HDP Piping	No	1				0.00
1TC12-110	42U Telecom Cabinets	No	3				0.00
1TC12-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC12-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
1TC12-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
1TC12-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
1TC12-203	24-Way 415V Distribution/Metering Board	No	1				0.00
1TC12-204	Building Electrical Installations	LS	1				0.00
1TC12-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
1TC12-206	CCTV Surveillance System( Outdoor/Indoor) refer to S14.3Vol 2	LS	1				0.00
1TC12-207	Environment Monitoring System(EMS)	LS	1				0.00
1TC12-208	Access Control System	LS	1				0.00
1TC12-209	Fire Suppression System	LS	1				0.00
1TC12-210	Air Conditioning System	LS	1				0.00
1TC12-211	Equipment earthing (tinned copper plate)	No	1				0.00
1TC12-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>1TC12-300</b>	<b>MANDATORY TOOLS AND SPARE PARTS</b>						
1TC12-301	Diesel Generator Spares and Tools ( refer to specifications)	LS	1				0.00
1TC12-302	Air Conditioning System Spares and Tols ( refer to specifications)	LS	1				0.00
1TC12-303	Fire Suppression System spares and Tools(refer to specifications)	LS	1				0.00

<b>Price Schedule</b> <b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad</b> <b>Schedule No. 1.12: Mamboleo Substation</b>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
							0.00
	Schedule 1.12 total (to Schedule 1 Summary)						0.00

**Price Schedule**

**Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad**

**Grand Total - Schedule No. 1**

Schedule 1	Description 2	Total Price <sup>(2)</sup> 3
Schedule No.1.1: Embakasi	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.2: Kiboko	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.3: Voi	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.4: Rabai	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.5: Kipevu	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.6: Mbaraki	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.7: Kamburu	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.8: Kiganjo	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.9: Naivasha	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.10: Lanet	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.11: Lessos	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
Schedule No.1.12: Mamboleo	Plant, Equipment and Mandatory Spare Parts Supplied from Abroad	0.00
<b>GRAND TOTAL SCHEDULE NO. 1 - Equipment Supplied from Abroad (to Schedule No. 5: Grand Summary)</b>		<b>0.00</b>

<sup>2</sup> Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies



**Price Schedule**

**Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Employers country**

**Schedule No. 2.2 Kiboko Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						EXW Site (7)	(4) x (7)
Schedule 2.2 total (to Schedule 2 Summary)							





















**Price Schedule**

**Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Employers country**

**Schedule No. 2.11 Lessos Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						EXW Site (7)	(4) x (7)
	Schedule 2.11 total (to Schedule 2 Summary)						



<b>Price Schedule</b> <b>Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Within the Employer's Country</b> <b>Grand Total - Schedule No. 2</b>		
Schedule 1	Description 2	Total Price (1)
		KES 3
Schedule No. 2.1: Embakasi	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.2: Kiboko	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.3: Voi	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.4: Rabai	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.5: Kipevu	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.6: Mbaraki	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.7: Kamburu	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.8: Kiganjo	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.9: Naivasha	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.10: Lanet	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.11: Lessos	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
Schedule No.2.12: Mamboleo	Plant, Equipment and Mandatory Spare Parts Supplied from Within the Employer's Country	0.00
<b>GRAND TOTAL SCHEDULE NO. 2 : - Equipment Supplied from Within the Employer's Country (to Schedule No. 5: Grand Summary)</b>		<b>0.00</b>

Price Schedule Schedule No. 3: Design Services Design Services for Lot 1 - All Substations							
Item 1	Description 2	Unit 3	Qty 4	Unit Price <sup>(1)</sup>		Total Price <sup>(1)</sup>	
				Foreign Currency Portion 5	Local Currency Portion (Optional) 6	Foreign Currency Portion (4) X (5)	Local Currency Portion (Optional) (4) X (6)
<b>3TC-100</b>	<b>SURVEY AND DESIGN SERVICES</b>						
3TC-101	Embakasi Substation	LS	1			0.00	0.00
3TC-102	Kiboko Substation	LS	1			0.00	0.00
3TC-103	Voi Substation	LS	1			0.00	0.00
3TC-104	Rabai Substation	LS	1			0.00	0.00
3TC-105	Kipevu Substation	LS	1			0.00	0.00
3TC-106	Mbaraki Substation	LS	1			0.00	0.00
3TC-107	Kamburu Substation	LS	1			0.00	0.00
3TC-108	Kiganjo Substation	LS	1			0.00	0.00
3TC-109	Naivasha	LS	1			0.00	0.00
3TC-110	Lanet Substation	LS	1			0.00	0.00
3TC-111	Lessos Substation	LS	1			0.00	0.00
3TC-112	Mamboleo Substation	LS	1			0.00	0.00
	<b>TOTAL SCHEDULE NO. 3 (to Schedule No. 5: Grand Summary)</b>					<b>0.00</b>	<b>0.00</b>

<sup>1</sup> Specify currency

**Price Schedule**  
**Schedule No. 4. Installation and Other Services**  
**Schedule No. 4.1: Embakasi Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC01-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC01-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC01-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC01-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC01-105	Splice boxes ( 96 core)	No	4				0.00
4TC01-106	20m patch cords ( FC/APC)	No	20				0.00
4TC01-107	Approach cable downlead support clamps	LS	1				0.00
4TC01-108	2 inch 6m GI pipe	No	2				0.00
4TC01-109	HDPE Piping	LS	1				0.00
4TC01-110	42U Telecom Cabinets	No	3				0.00
4TC01-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC01-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC01-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC01-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC01-203	24-Way 415V Distribution Board	No	1				0.00
4TC01-204	Building Electrical Installations	LS	1				0.00
4TC01-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC01-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC01-207	CCTV Monitoring and Control System	LS	1				0.00
4TC01-208	Environment Monitoring System(EMS)	LS	1				0.00
4TC01-209	Access Control System and integration	LS	1				0.00
4TC01-210	Fire Suppression System	LS	1				0.00
4TC01-211	Air Conditioning System	LS	1				0.00
4TC01-212	Equipment earthing (tinned copper plate)	LS	1				0.00
4TC01-213	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC01-300</b>	<b>CIVIL WORKS</b>						
4TC01-301	Telecom Hub Building Structure (complete)-Type A	LS	1				0.00
4TC01-302	Telecom Hub Building Finishings (complete)-Type A	LS	1				0.00

**Price Schedule**  
**Schedule No. 4. Installation and Other Services**  
**Schedule No. 4.1: Embakasi Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC01-303	Telecom Hub Building Electrical (indoor and outdoor)-Type A	LS	1				0.00
4TC01-304	Cable Trench Extensions	LS	1				0.00
4TC01-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC01-306	Storm water drainage works	LS	1				0.00
4TC01-307	Building Lightning Protection	LS	1				0.00
4TC01-308	Access Road Extensions	LS	1				0.00
4TC01-309	Sewerage System (as specified)	LS	1				0.00
4TC01-310	Furnitures (as specified)	LS	1				0.00
4TC01-311	Pre-fabricated man-holes ( <i>Section 2.3.1</i> )	No	2				0.00
4TC01-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC01-313	Diesel Generator Foundation	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.1 total (to Schedule 4 Summary)						<b>0.00</b>

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.2: Kiboko Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC02-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC02-102	96 Core Fiber Optic Approach Cable	m					0.00
4TC02-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC02-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC02-105	Splice boxes ( 96 core)	No	4				0.00
4TC02-106	20m patch cords ( FC/APC)	No	20				0.00
4TC02-107	Approach cable downlead support clamps	LS	1				0.00
4TC02-108	2 inch 6m GI pipe	No	2				0.00
4TC02-109	HDP Piping	No	1				0.00
4TC02-110	42U Telecom Cabinets	No	3				0.00
4TC02-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC02-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC02-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC02-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC02-203	24-Way 415V Distribution Board	No	1				0.00
4TC02-204	Building Electrical Installations	LS	1				0.00
4TC02-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC02-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC02-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC02-208	Access Control System and integration	LS	1				0.00
4TC02-209	Fire Suppression System	LS	1				0.00
4TC02-210	Air Conditioning System	LS	1				0.00
4TC02-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC02-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC02-300</b>	<b>CIVIL WORKS</b>						
4TC02-301	Telecom Hub Building Structure (complete)-Type A	LS	1				0.00
4TC02-302	Telecom Hub Building Finishings (complete)-Type A	LS	1				0.00
4TC02-303	Telecom Hub Building Electrical (indoor and outdoor)-Type A	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.2: Kiboko Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC02-304	Cable Trench Extensions	LS	1				0.00
4TC02-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC02-306	Storm water drainage works	LS	1				0.00
4TC02-307	Building Lightning Protection	LS	1				0.00
4TC02-308	Access Road Extensions	LS	1				0.00
4TC02-309	Sewerage System (as specified)	LS	1				0.00
4TC02-310	Furnitures (as specified)	LS	1				0.00
4TC02-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC02-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC02-313	Diesel Generator Foundation	LS	1				0.00
4TC02-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.2 total (to Schedule 4 Summary)						<b>0.00</b>



Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.3: Voi Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC03-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC03-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC03-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC03-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC03-105	Splice boxes ( 96 core)	No	4				0.00
4TC03-106	20m patch cords ( FC/APC)	No	20				0.00
4TC03-107	Approach cable downlead support clamps	LS	1				0.00
4TC03-108	2 inch 6m GI pipe	No	2				0.00
4TC03-109	HDP Piping	No	1				0.00
4TC03-110	42U Telecom Cabinets	No	3				0.00
4TC03-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC03-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC03-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC03-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC03-203	24-Way 415V Distribution Board	No	1				0.00
4TC03-204	Building Electrical Installations	LS	1				0.00
4TC03-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC03-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC03-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC03-208	Access Control System and integration	LS	1				0.00
4TC03-209	Fire Suppression System	LS	1				0.00
4TC03-210	Air Conditioning System	LS	1				0.00
4TC03-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC03-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC03-300</b>	<b>CIVIL WORKS</b>						
4TC03-301	Telecom Hub Building Structure (complete)-Type A	LS	1				0.00
4TC03-302	Telecom Hub Building Finishings (complete)-Type A	LS	1				0.00
4TC03-303	Telecom Hub Building Electrical (indoor and outdoor)-Type A	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.3: Voi Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC03-304	Cable Trench Extensions	LS	1				0.00
4TC03-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC03-306	Storm water drainage works	LS	1				0.00
4TC03-307	Building Lightning Protection	LS	1				0.00
4TC03-308	Access Road Extensions	LS	1				0.00
4TC03-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC03-310	Furnitures (as specified)	LS	1				0.00
4TC03-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC03-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC03-313	Diesel Generator Foundation	LS	1				0.00
4TC03-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.3 total (to Schedule 4 Summary)						<b>0.00</b>

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.4: Rabai Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC04-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC04-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC04-103	48 Core Fiber Optic Approach Cable	m	1,000				0.00
4TC04-104	48 Fiber Optical Distribution Frame (ODF)	No	10				0.00
4TC04-105	Splice boxes ( 96 core)	No	10				0.00
4TC04-106	20m patch cords ( FC/APC)	No	40				0.00
4TC04-107	Approach cable downlead support clamps	LS	1				0.00
4TC04-108	2 inch 6m GI pipe	No	2				0.00
4TC04-109	HDP Piping	No	1				0.00
4TC04-110	42U Telecom Cabinets	No	3				0.00
4TC04-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC04-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC04-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC04-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC04-203	24-Way 415V Distribution Board	No	1				0.00
4TC04-204	Building Electrical Installations	LS	1				0.00
4TC04-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC04-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC04-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC04-208	Access Control System and integration	LS	1				0.00
4TC04-209	Fire Suppression System	LS	1				0.00
4TC04-210	Air Conditioning System	LS	1				0.00
4TC04-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC04-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC04-300</b>	<b>CIVIL WORKS</b>						
4TC04-301	Telecom Hub Building Structure (complete)-Type B	LS	1				0.00
4TC04-302	Telecom Hub Building Finishings (complete)-Type B	LS	1				0.00
4TC04-303	Telecom Hub Building Electrical (indoor and outdoor)-Type B	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.4: Rabai Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC04-304	Cable Trench Extensions	LS	1				0.00
4TC04-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC04-306	Storm water drainage works	LS	1				0.00
4TC04-307	Building Lightning Protection	LS	1				0.00
4TC04-308	Access Road Extensions	LS	1				0.00
4TC04-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC04-310	Furnitures (as specified)	LS	1				0.00
4TC04-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC04-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC04-313	Diesel Generator Foundation	LS	1				0.00
4TC04-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.4 total (to Schedule 4 Summary)						<b>0.00</b>

**Price Schedule**  
**Schedule No. 4. Installation and Other Services**  
**Schedule No. 4.5: Mbaraki Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC05-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC05-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC05-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC05-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC05-105	Splice boxes ( 96 core)	No	4				0.00
4TC05-106	20m patch cords ( FC/APC)	No	20				0.00
4TC05-107	Approach cable downlead support clamps	LS	1				0.00
4TC05-108	2 inch 6m GI pipe	No	2				0.00
4TC05-109	HDP Piping	No	1				0.00
4TC05-110	42U Telecom Cabinets	No	3				0.00
4TC05-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC05-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC05-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC05-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC05-203	24-Way 415V Distribution Board	No	1				0.00
4TC05-204	Building Electrical Installations	LS	1				0.00
4TC05-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC05-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC05-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC05-208	Access Control System and integration	LS	1				0.00
4TC05-209	Fire Suppression System	LS	1				0.00
4TC05-210	Air Conditioning System	LS	1				0.00
4TC05-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC05-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC05-300</b>	<b>CIVIL WORKS</b>						
4TC05-301	Telecom Hub Building Structure (complete)	LS	1				0.00
4TC05-302	Telecom Hub Building Finishings (complete)	LS	1				0.00
4TC05-303	Telecom Hub Building Electrical (indoor and outdoor)	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.5: Mbaraki Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC05-304	Cable Trench Extensions	LS	1				0.00
4TC05-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC05-306	Storm water drainage works	LS	1				0.00
4TC05-307	Building Lightning Protection	LS	1				0.00
4TC05-308	Access Road Extensions	LS	1				0.00
4TC05-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC05-310	Furnitures (as specified)	LS	1				0.00
4TC05-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC05-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC05-313	Diesel Generator Foundation	LS	1				0.00
4TC05-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.5 total (to Schedule 4 Summary)						<b>0.00</b>

**Price Schedule**  
**Schedule No. 4. Installation and Other Services**  
**Schedule No. 4.6: Mbaraki Substation**

Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC06-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC06-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC06-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC06-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC06-105	Splice boxes ( 96 core)	No	4				0.00
4TC06-106	20m patch cords ( FC/APC)	No	20				0.00
4TC06-107	Approach cable downlead support clamps	LS	1				0.00
4TC06-108	2 inch 6m GI pipe	No	2				0.00
4TC06-109	HDP Piping	No	1				0.00
4TC06-110	42U Telecom Cabinets	No	3				0.00
4TC06-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC06-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC06-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC06-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC06-203	24-Way 415V Distribution Board	No	1				0.00
4TC06-204	Building Electrical Installations	LS	1				0.00
4TC06-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC06-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC06-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC06-208	Access Control System and integration	LS	1				0.00
4TC06-209	Fire Suppression System	LS	1				0.00
4TC06-210	Air Conditioning System	LS	1				0.00
4TC06-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC06-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC06-300</b>	<b>CIVIL WORKS</b>						
4TC06-301	Telecom Hub Building Structure (complete)	LS	1				0.00
4TC06-302	Telecom Hub Building Finishings (complete)	LS	1				0.00
4TC06-303	Telecom Hub Building Electrical (indoor and outdoor)	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.6: Mbaraki Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC06-304	Cable Trench Extensions	LS	1				0.00
4TC06-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC06-306	Storm water drainage works	LS	1				0.00
4TC06-307	Building Lightning Protection	LS	1				0.00
4TC06-308	Access Road Extensions	LS	1				0.00
4TC06-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC06-310	Furnitures (as specified)	LS	1				0.00
4TC06-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC06-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC06-313	Diesel Generator Foundation	LS	1				0.00
4TC06-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.6 total (to Schedule 4 Summary)						<b>0.00</b>



<p style="text-align: center;"><b>Price Schedule</b>  <b>Schedule No. 4. Installation and Other Services</b>  <b>Schedule No. 4.7: Kamburu Substation</b></p>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC07-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC07-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC07-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC07-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC07-105	Splice boxes ( 96 core)	No	4				0.00
4TC07-106	20m patch cords ( FC/APC)	No	20				0.00
4TC07-107	Approach cable downlead support clamps	LS	1				0.00
4TC07-108	2 inch 6m GI pipe	No	2				0.00
4TC07-109	HDP Piping	No	1				0.00
4TC07-110	42U Telecom Cabinets	No	3				0.00
4TC07-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC07-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC07-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC07-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC07-203	24-Way 415V Distribution Board	No	1				0.00
4TC07-204	Building Electrical Installations	LS	1				0.00
4TC07-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC07-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC07-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC07-208	Access Control System and integration	LS	1				0.00
4TC07-209	Fire Suppression System	LS	1				0.00
4TC07-210	Air Conditioning System	LS	1				0.00
4TC07-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC07-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC07-300</b>	<b>CIVIL WORKS</b>						
4TC07-301	Telecom Hub Building Structure (complete)-Type A	LS	1				0.00
4TC07-302	Telecom Hub Building Finishings (complete)-Type A	LS	1				0.00
4TC07-303	Telecom Hub Building Electrical (indoor and outdoor)-Type A	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.7: Kamburu Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC07-304	Cable Trench Extensions	LS	1				0.00
4TC07-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC07-306	Storm water drainage works	LS	1				0.00
4TC07-307	Building Lightning Protection	LS	1				0.00
4TC07-308	Access Road Extensions	LS	1				0.00
4TC07-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC07-310	Furnitures (as specified)	LS	1				0.00
4TC07-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC07-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC07-313	Diesel Generator Foundation	LS	1				0.00
4TC07-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.7 total (to Schedule 4 Summary)						<b>0.00</b>

<p style="text-align: center;"><b>Price Schedule</b>  <b>Schedule No. 4. Installation and Other Services</b>  <b>Schedule No. 4.8: Kiganjo Substation</b></p>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC08-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC08-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC08-103	48 Core Fiber Optic Approach Cable	m	1,000				0.00
4TC08-104	48 Fiber Optical Distribution Frame (ODF)	No	10				0.00
4TC08-105	Splice boxes ( 96 core)	No	10				0.00
4TC08-106	20m patch cords ( FC/APC)	No	40				0.00
4TC08-107	Approach cable downlead support clamps	LS	1				0.00
4TC08-108	2 inch 6m GI pipe	No	2				0.00
4TC08-109	HDP Piping	No	1				0.00
4TC08-110	42U Telecom Cabinets	No	3				0.00
4TC08-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC08-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC08-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC08-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC08-203	24-Way 415V Distribution Board	No	1				0.00
4TC08-204	Building Electrical Installations	LS	1				0.00
4TC08-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC08-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC08-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC08-208	Access Control System and integration	LS	1				0.00
4TC08-209	Fire Suppression System	LS	1				0.00
4TC08-210	Air Conditioning System	LS	1				0.00
4TC08-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC08-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC08-300</b>	<b>CIVIL WORKS</b>						
4TC08-301	Telecom Hub Building Structure (complete)-Type A	LS	1				0.00
4TC08-302	Telecom Hub Building Finishings (complete)-Type A	LS	1				0.00
4TC08-303	Telecom Hub Building Electrical (indoor and outdoor)-Type A	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.8: Kiganjo Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC08-304	Cable Trench Extensions	LS	1				0.00
4TC08-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC08-306	Storm water drainage works	LS	1				0.00
4TC08-307	Building Lightning Protection	LS	1				0.00
4TC08-308	Access Road Extensions	LS	1				0.00
4TC08-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC08-310	Furnitures (as specified)	LS	1				0.00
4TC08-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC08-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC08-313	Diesel Generator Foundation	LS	1				0.00
4TC08-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.8 total (to Schedule 4 Summary)						<b>0.00</b>

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.9: Naivasha Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC09-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC09-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC09-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC09-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC09-105	Splice boxes ( 96 core)	No	4				0.00
4TC09-106	20m patch cords ( FC/APC)	No	20				0.00
4TC09-107	Approach cable downlead support clamps	LS	1				0.00
4TC09-108	2 inch 6m GI pipe	No	2				0.00
4TC09-109	HDP Piping	No	1				0.00
4TC09-110	42U Telecom Cabinets	No	3				0.00
4TC09-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC09-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC09-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC09-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC09-203	24-Way 415V Distribution Board	No	1				0.00
4TC09-204	Building Electrical Installations	LS	1				0.00
4TC09-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC09-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC09-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC09-208	Access Control System and integration	LS	1				0.00
4TC09-209	Fire Suppression System	LS	1				0.00
4TC09-210	Air Conditioning System	LS	1				0.00
4TC09-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC09-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC09-300</b>	<b>CIVIL WORKS</b>						
4TC09-301	Telecom Hub Building Structure (complete)-Type A	LS	1				0.00
4TC09-302	Telecom Hub Building Finishings (complete)-Type A	LS	1				0.00
4TC09-303	Telecom Hub Building Electrical (indoor and outdoor)-Type A	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.9: Naivasha Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC09-304	Cable Trench Extensions	LS	1				0.00
4TC09-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC09-306	Storm water drainage works	LS	1				0.00
4TC09-307	Building Lightning Protection	LS	1				0.00
4TC09-308	Access Road Extensions	LS	1				0.00
4TC09-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC09-310	Furnitures (as specified)	LS	1				0.00
4TC09-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC09-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC09-313	Diesel Generator Foundation	LS	1				0.00
4TC09-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.9 total (to Schedule 4 Summary)						<b>0.00</b>

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.10: Lanet Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC10-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC10-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC10-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC10-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC10-105	Splice boxes ( 96 core)	No	4				0.00
4TC10-106	20m patch cords ( FC/APC)	No	20				0.00
4TC10-107	Approach cable downlead support clamps	LS	1				0.00
4TC10-108	2 inch 6m GI pipe	No	2				0.00
4TC10-109	HDP Piping	No	1				0.00
4TC10-110	42U Telecom Cabinets	No	3				0.00
4TC10-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC10-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC10-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC10-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC10-203	24-Way 415V Distribution Board	No	1				0.00
4TC10-204	Building Electrical Installations	LS	1				0.00
4TC10-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC10-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC10-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC10-208	Access Control System and integration	LS	1				0.00
4TC10-209	Fire Suppression System	LS	1				0.00
4TC10-210	Air Conditioning System	LS	1				0.00
4TC10-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC10-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC10-300</b>	<b>CIVIL WORKS</b>						
4TC10-301	Telecom Hub Building Structure (complete)-Type B	LS	1				0.00
4TC10-302	Telecom Hub Building Finishings (complete)-Type B	LS	1				0.00
4TC10-303	Telecom Hub Building Electrical (indoor and outdoor)-Type B	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.10: Lanet Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC10-304	Cable Trench Extensions	LS	1				0.00
4TC10-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC10-306	Storm water drainage works	LS	1				0.00
4TC10-307	Building Lightning Protection	LS	1				0.00
4TC10-308	Access Road Extensions	LS	1				0.00
4TC10-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC10-310	Furnitures (as specified)	LS	1				0.00
4TC10-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC10-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC10-313	Diesel Generator Foundation	LS	1				0.00
4TC10-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.10 total (to Schedule 4 Summary)						<b>0.00</b>



Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.11: Lessos Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC11-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC11-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC11-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC11-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC11-105	Splice boxes ( 96 core)	No	4				0.00
4TC11-106	20m patch cords ( FC/APC)	No	20				0.00
4TC11-107	Approach cable downlead support clamps	LS	1				0.00
4TC11-108	2 inch 6m GI pipe	No	2				0.00
4TC11-109	HDP Piping	No	1				0.00
4TC11-110	42U Telecom Cabinets	No	3				0.00
4TC11-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC11-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC11-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC11-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC11-203	24-Way 415V Distribution Board	No	1				0.00
4TC11-204	Building Electrical Installations	LS	1				0.00
4TC11-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC11-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC11-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC11-208	Access Control System and integration	LS	1				0.00
4TC11-209	Fire Suppression System	LS	1				0.00
4TC11-210	Air Conditioning System	LS	1				0.00
4TC11-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC11-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC11-300</b>	<b>CIVIL WORKS</b>						
4TC11-301	Telecom Hub Building Structure (complete)	LS	1				0.00
4TC11-302	Telecom Hub Building Finishings (complete)	LS	1				0.00
4TC11-303	Telecom Hub Building Electrical (indoor and outdoor)	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.11: Lessos Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC11-304	Cable Trench Extensions	LS	1				0.00
4TC11-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC11-306	Storm water drainage works	LS	1				0.00
4TC11-307	Building Lightning Protection	LS	1				0.00
4TC11-308	Access Road Extensions	LS	1				0.00
4TC11-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC11-310	Furnitures (as specified)	LS	1				0.00
4TC11-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC11-311	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC11-312	Diesel Generator Foundation	LS	1				0.00
4TC11-313	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.11 total (to Schedule 4 Summary)						<b>0.00</b>

<p align="center"><b>Price Schedule</b>  <b>Schedule No. 4. Installation and Other Services</b>  <b>Schedule No. 4.12: Mamboleo Substation</b></p>							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
<b>4TC12-100</b>	<b>FIBER CABLES, RACKS, ODFs, SPLICE BOXES AND TERMINATIONS</b>						
4TC12-102	96 Core Fiber Optic Approach Cable	m	0				0.00
4TC12-103	48 Core Fiber Optic Approach Cable	m	400				0.00
4TC12-104	48 Fiber Optical Distribution Frame (ODF)	No	4				0.00
4TC12-105	Splice boxes ( 96 core)	No	4				0.00
4TC12-106	20m patch cords ( FC/APC)	No	20				0.00
4TC12-107	Approach cable downlead support clamps	LS	1				0.00
4TC12-108	2 inch 6m GI pipe	No	2				0.00
4TC12-109	HDP Piping	No	1				0.00
4TC12-110	42U Telecom Cabinets	No	3				0.00
4TC12-111	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC12-200</b>	<b>ELECTRICAL EQUIPMENT AND ACCESSORIES</b>						
4TC12-201	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable	m	250				0.00
4TC12-202	70mm <sup>2</sup> 0.6/1kV 4/C AL SWA/PVC cable terminations	LS	1				0.00
4TC12-203	24-Way 415V Distribution Board	No	1				0.00
4TC12-204	Building Electrical Installations	LS	1				0.00
4TC12-205	50kVA Diesel Generator complete with Belly Tank and ATS	LS	1				0.00
4TC12-206	CCTV Surveillance System( Outdoor/Indoor) and integration	LS	1				0.00
4TC12-207	Environment Monitoring System(EMS)	LS	1				0.00
4TC12-208	Access Control System and integration	LS	1				0.00
4TC12-209	Fire Suppression System	LS	1				0.00
4TC12-210	Air Conditioning System	LS	1				0.00
4TC12-211	Equipment earthing (tinned copper plate)	No	1				0.00
4TC12-212	Other accessories for complete functioning	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
<b>4TC12-300</b>	<b>CIVIL WORKS</b>						
4TC12-301	Telecom Hub Building Structure (complete)	LS	1				0.00
4TC12-302	Telecom Hub Building Finishings (complete)	LS	1				0.00
4TC12-303	Telecom Hub Building Electrical (indoor and outdoor)	LS	1				0.00

Price Schedule Schedule No. 4. Installation and Other Services Schedule No. 4.12: Mamboleo Substation							
Item (1)	Description (2)	Unit (3)	Qty (4)	Manufacturer (5)	Code <sup>(1)</sup> (6)	Unit Price <sup>(2)</sup>	Total Price <sup>(2)</sup>
						DDP Site (7)	(4) x (7)
4TC12-304	Cable Trench Extensions	LS	1				0.00
4TC12-305	Water Supply System (elevated storage and pump)	LS	1				0.00
4TC12-306	Storm water drainage works	LS	1				0.00
4TC12-307	Building Lightning Protection	LS	1				0.00
4TC12-308	Access Road Extensions	LS	1				0.00
4TC12-309	Water and Sewerage System (as specified)	LS	1				0.00
4TC12-310	Furnitures (as specified)	LS	1				0.00
4TC12-311	Pre-fabricated man-holes (Section 2.3.1)	No	2				0.00
4TC12-312	Kitchennette complete with kitchenware (as specified)	LS	1				0.00
4TC12-313	Diesel Generator Foundation	LS	1				0.00
4TC12-314	Landscaping	LS	1				0.00
	<b>Subtotal</b>						<b>0.00</b>
	Schedule 4.12 total (to Schedule 4 Summary)						<b>0.00</b>

Price Schedule Schedule No. 4: Installation and Other Services Schedule No. 4.13 Other Services							
Item (1)	Description (2)	Unit (3)	Qty (4)	Unit Price <sup>(1)</sup>		Total Price <sup>(1)</sup>	
				Local Currency 5	Foreign Currency 6	Local Currency (4) X (5)	Foreign Currency (4) X (6)
	<b>PRELIMINARIES AND GENERAL</b>						
<b>4TC13-100</b>	<b>Preliminaries</b>						
4TC13-101	Project office facilities as specified ( Section 4.15.3)	Lumpsum	1			0.00	0.00
4TC13-102	Supervisory Personnel/Clerks of Works (Section 4.15.3)	Lumpsum	1			0.00	0.00
4TC13-103	Cost of Employer's communication (section 4.15.8)	Lumpsum	1			0.00	0.00
4TC13-104	Cost of EHS Compliance (Section 4.16)	Lumpsum	1			0.00	0.00
4TC13-105	Cost of Engineer's Transport as specified (Section 4.15.4)	Lumpsum	1			0.00	0.00
	<b>Subtotal</b>					<b>0.00</b>	<b>0.00</b>
<b>4TC13-200</b>	<b>Factory Acceptance Testing</b>						
4TC13-201	Fiber Optic Approach Cable	Lumpsum	1			0.00	0.00
4TC13-202	Fire Suppression System	Lumpsum	1			0.00	0.00
4TC13-203	50kVA Diesel Generator Sets	Lumpsum	1			0.00	0.00
	<b>Subtotal</b>					<b>0.00</b>	<b>0.00</b>
<b>4TC13-300</b>	<b>Training</b>						
4TC13-301	Mandatory Contractor Safety Training by (KPLC IESR)	Persons	20			0.00	0.00
4TC13-302	Data Center Design & Management	Lumpsum	1			0.00	0.00
4TC13-303	Fire Alarm & Suppression System	Lumpsum	1			0.00	0.00
4TC13-304	Emergency Diesel Generator Operation & Maintenance	Lumpsum	1			0.00	0.00
4TC13-305	Fiber Optic Splicing Kit and OTDR Operation	Lumpsum	1			0.00	0.00
	<b>Subtotal</b>					<b>0.00</b>	<b>0.00</b>
	<b>Schedule 4.13 total (to Schedule 4 Summary)</b>					<b>0.00</b>	<b>0.00</b>

<b>Price Schedule</b> <b>Schedule No. 4: Installation and Other Services</b> <b>Grand Total - Schedule No. 4</b>			
<b>Schedule</b> <b>1</b>	<b>Description</b> <b>2</b>	<b>Total Price (1)</b>	
		<b>Foreign</b> <b>Currency</b> <b>3</b>	<b>Local Currency</b> <b>4</b>
Schedule No. 4.1:	Installation and Other Services - Embakasi		0.00
Schedule No. 4.2:	Installation and Other Services - Kiboko		0.00
Schedule No. 4.3:	Installation and Other Services - Voi		0.00
Schedule No. 4.4:	Installation and Other Services - Rabai		0.00
Schedule No. 4.5:	Installation and Other Services - Kipevu		0.00
Schedule No. 4.6:	Installation and Other Services - Mbaraki		0.00
Schedule No. 4.7:	Installation and Other Services - Kamburu		0.00
Schedule No. 4.8:	Installation and Other Services - Kiganjo		0.00
Schedule No. 4.9:	Installation and Other Services - Naivasha		0.00
Schedule No. 4.10:	Installation and Other Services - Lanet		0.00
Schedule No. 4.11:	Installation and Other Services - Lessos		0.00
Schedule No. 4.12:	Installation and Other Services - Mamboleo		0.00
Schedule No. 4.13:	Other Services		0.00
<b>GRAND TOTAL : Installation and Other Services (to Schedule No. 5: Grand Summary)</b>			<b>0.00</b>

**Price Schedule**  
**Schedule No. 5. :Grand Summary**

Schedule 1	Description 2	Total Price <sup>(1)</sup>	
		Foreign Currency Portion	Local Currency Portion
1	Total Schedule No. 1: Plant and Mandatory Spare Parts Supplied from Abroad	0.00	
2	Total Schedule No. 2: Plant and Mandatory Spare Parts Supplied from Within the Employer's Country		0.00
3	Total Schedule No. 3: Design Services	0.00	0.00
4	Total Schedule No. 4: Installation and Other Services	0.00	0.00
<b>GRAND TOTAL (To Bid Form)</b>		<b>0.00</b>	<b>0.00</b>

*Note : Prices must include all taxes*

<sup>1</sup> Specify currency . Create and use as many columns for Foreign Currency as there are foreign currencies

**Price Schedule**

**Schedule No. 6: Recommended Spare Parts (Additional to Scheduled - recommended by Contractor)**

Item 1	Description 2	Unit 3	Qty 4	Unit Price		Total Price	
				EXW (Local Parts) 7	CIF or DDP (Foreign Parts) 8	Local Currency Portion (4) x (7)	Foreign Currency Portion (4) x (8)
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
<b>Subtotal Recommended Spare Parts</b>						<b>0.00</b>	<b>0.00</b>



## 10. SECTION X –SUMMARY OF EVALUATION PROCESS

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

### 10.1. Part I - Preliminary Evaluation Criteria- ITT Clause 3.33 (Mandatory)

This shall include confirmation of the following: -

- 10.1.1 Submission of Tender Security - Checking its validity, whether it is Original; whether it is issued as required in the tender document; whether it is from a local bank or institution; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).
- 10.1.2. Submission of Declaration Form(s) duly completed and signed.
- 10.1.3. Submission and considering Tender Form duly completed and signed.
- 10.1.4. Submission and considering the following for Contractor:-
  - (a) *Company or Firm's Registration Certificate*
  - (b) *Duly Filled Joint Venture Data Form (where applicable)*
  - (c) *Valid Tax Compliance Certificate*
  - (d) *Certificate of Registration as Contractor with Communications Authority of Kenya (either main Contractor or Sub-Contractor)*
  - (e) *Registration as a Contractor with National Construction Authority. Main Contractor should possess a minimum of NCA 3(buildings or roads and other civil works).*
  - (f) *Registration as an Electrical Contractor with Energy Regulatory Commission. Main Contractor or sub-contractor should possess a minimum of Class A-1.*
- 10.1.5. That the Tender is valid for the period required.
- 10.1.6. Submission and considering the Confidential Business Questionnaire:-
  - (a) *Is duly filled.*
  - (b) *That details correspond to the related information in the bid.*
  - (c) *That the Tenderer is not ineligible as per Section 3.3 of Instructions to Tenderers*
- 10.1.7. Submission and considering the Certificate of Confirmation of Directors.
- 10.1.8. Confirming that the tenderer has met requirements of *Section 3.9* of Instructions to Tenderers (One Tender per Tenderer).
- 10.1.9. Submission and consideration of history of litigation of the Tenderer. Record of consistent awards against bidder may lead to disqualification.

Tenderers will proceed to the Technical Evaluation Stage only if they qualify in compliance with Part 1, preliminary Evaluation.

### 10.2. Part II - Technical Evaluation-ITT Clause 3.35(Mandatory)

#### Part II (a) – Mandatory requirements

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

- 10.2.1. Contractor's and Manufacturer's Quality Assurance Data
- 10.2.2. Type Test Certificates for equipment confirming compliance with technical specifications.  
Attendant reports may also be requested if required.
- 10.2.3. Manufacturer's Authorization
- 10.2.4. Catalogues and or Brochures and or Manufacturer's drawings
- 10.2.5. Contractor's Experience in similar works
- 10.2.6. Key Personnel Capabilities and CVs of Key Personnel
- 10.2.7. Program of Works
- 10.2.8. Commercial/Contractual Deviations
- 10.2.9. Proposed Work Plan and Methodology
- 10.2.10. Contractor's Equipment
- 10.2.11. Duly Filled Guaranteed Technical Data Sheets

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

### **Part II (b) – Technical Evaluation Criteria and Scoring**

Bidder's qualification in Part II (a) above will be assessed using the criteria as outlined in the following table. To be eligible for the Financial Evaluation, bidders must score at least seventy (75) out of one hundred (100) at the Technical Evaluation stage. Each responsive tender will be given a technical score (St). A tender shall be rejected at this stage if it fails to achieve the minimum technical score.

<b>NO.</b>	<b>REQUIRMENT</b>	<b>CRITERIA</b>	<b>MAX SCORE</b>
10.2.1	<i>Contractor's and Supplier's Quality Assurance Data</i>	<i>Bidder and supplier of Optical Fiber Approach Cable should be certified to ISO 9001:2008 or equivalent</i>	<b>5%</b> if Contractor and manufacturer of fiber Optic Cable meets this requirement. Otherwise 5% if supplier only or bidder only.
10.2.2	<i>Type Test Certificates for Equipment</i>	<i>Type Test Certificates for Fiber Optic Approach Cable (48 core &amp; 96 core should be submitted with tender)</i>	<b>10%</b> if all the type test certificates from a qualifying laboratory are submitted.
10.2.3	<i>Manufacturer's Authorization</i>	<i>Bidder to submit with tender manufacturer's authorization for : fiber approach cable (48 &amp;96 core cable), Emergency Diesel Generator &amp; Fire Suppression System</i>	<b>10%</b> if authorization for all equipment has been submitted. Otherwise 5% for each equipment
10.2.4	<i>Catalogues and or Brochures and or Manufacturer's drawings</i>	<i>Brochures for the Fiber Optic Approach cable, Emergency Diesel Generator, Fire Suppression System, Access Control Reader and Cameras to be supplied should be submitted with tender</i>	1% each for Fiber Optic Approach Cable, Emergency Diesel Generator, Fire Suppression System, Access Control Reader, and Cameras. Overall score of <b>5%</b>
10.2.5	<i>Contractor's Experience in similar works</i>	<i>The bidder should have completed at least at least 3 similar assignments measured in terms of complexity and contract price</i>	<b>45%</b> ( 10% score for each qualifying assignment)
10.2.6	<i>Key Personnel Capabilities and CVs of Key Personnel</i>	<p>a) <b>Project Manager</b> should have a university degree in engineering and at least fifteen (15) years overall post graduate experience in construction projects.</p> <p>b) <b>Civil/Structural Engineer</b> should have at least ten (10) years post graduate experience in design of similar works and should be a registered engineer with Engineer's Board of Kenya.</p>	Overall score for this item if all requirements are met is <b>5%</b> . Otherwise 1% for each expert fully meeting requirements

NO.	REQUIRMENT	CRITERIA	MAX SCORE
		<p>c) <b>Electrical Engineer</b> should have a university degree at least ten (10) years post graduate experience in design of similar works and should be a registered engineer with Engineer's board of Kenya.</p> <p>d) <b>Telecommunication Engineer</b> should have a university degree in electrical or telecommunication engineering and at least ten (10) years of postgraduate experience. Should be experienced in data center technologies with a minimum of Tier 2 facilities and optical networking.</p> <p>e) <b>Environmental, Health &amp; Safety Officer</b> should have a university degree and at least 5 years postgraduate experience</p>	
10.2.8	Program of Works	Program should be submitted in Gant Chart form showing that the works will be completed in 6months.	Maximum Score <b>5%</b>
10.2.9	Commercial/Contractual Deviations	Commercial and Contractual deviations declared to be assessed	Maximum negative score of 10% for deviations having impact of increasing contract price by more than 10%.
10.2.10	Proposed Work Plan and Methodology	Bidder to submit with tender, detailed work plan and methodology for performing the assignment	Maximum Score of <b>5%</b>
10.2.11	Contractor's Equipment	Bidder to submit details of equipment available for performing the assignment	Maximum Score <b>5%</b>

<b>NO.</b>	<b>REQUIRMENT</b>	<b>CRITERIA</b>	<b>MAX SCORE</b>
10.2.12	<i>Duly Filled Guaranteed Technical Data Sheets</i>	<i>Bidder to submit duly filled Guaranteed Technical Data Sheets confirming compliance with technical specifications.</i>	<i>Maximum Score 5%</i>

Tenderers should note that the Employer may conduct a due diligence to confirm the authenticity of data and information submitted or interviews as a confirmation of any qualification.

### **10.3. Part III – Financial Evaluation under clause 3.36 of the ITT**

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

<b>NO.</b>	<b>EVALUATION CRITERIA</b>
7.3.1	<p><i>a) Confirmation of and considering schedule of rates and prices and/or priced Bill of Quantities duly completed and signed.</i></p> <p><i>b) Checking that the Tenderer has quoted prices based on all costs including insurance, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC or designated site(s)</i></p> <p><i>c) Where applicable, conducting a financial comparison, including conversion of tender currencies into one common currency</i></p> <p><i>d) Correction of arithmetical errors</i></p> <p><i>e) Taking into account the cost of any deviation(s) from the tender requirements.</i></p>
7.3.2	<p><i>Ascertaining the financial capability through Last Financial Year's audited financial statements issued within the last 18 months which Statements should conform to International Accounting Standards One (IAS 1) which includes the following:-</i></p> <p><i>a) Turnover in the Last Financial Year i.e. twelve months of at least 40% of the total tendered value.</i></p> <p><i>b) Checking and considering that the Tenderer's solvency ratios are acceptable to KPLC and meet the threshold of:-</i></p> <p><i>(i) Solvency ratio of Debt to Assets Ratio which should be at least 1:1</i></p> <p><i>Or</i></p> <p><i>(ii) for companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, a spot <b>cash</b> 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 <b>ALL</b> days of the month of the Date of the Tender Document.</i></p>
7.3.3	<i>Provide documentary evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract.).</i>
7.3.4	<i>Considering information submitted in the Confidential Business Questionnaire against other information in the bid including declared maximum value of business.</i>

*The Successful Tenderer shall be the one with the lowest evaluated price or described in bid Data sheet.*

**\*NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate prevailing on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.
3. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.
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.

## **11. SECTION XI –SUPPLIER EVALUATION RATING FORM**

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This section is not applicable.

## 12. SECTION XII – STANDARD FORMS

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### 11.1. Tender Form

Date:.....

Tender No.....

**To:**

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

Ladies and Gentlemen,

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



Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized 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 completed, signed, stamped and/or sealed.

## 11.2. Tender Questionnaire

Please fill in block letters.

1. Full names of Tenderer

.....

2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below).

.....

3. Telephone number (s) of Tenderer

.....

4. E-mail and Fax address of Tenderer

.....

5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period

.....

6. Details of Tenderer's nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone, e-mail)

.....

.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (Name of Employer)

### 11.3. 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 Bankers .....Branch... ..

\*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 .....  
Nationality .....Country of origin .....  
\*Citizenship details.....

**Part 2 (b) Partnership**

Give details of partners as follows: -

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

**Part 2 (c) Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

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

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

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

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

Give details as follows: -

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

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

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

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

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

## 11.4. Tender Security Form – (Bank Guarantee)

(To Be Submitted On Bank's Letterhead)

Date:

**To:**

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

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

**KNOW ALL PEOPLE** by these presents that **WE**.....of .....having 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 the .....day of.....20.....

EITHER

**SEALED** with the )  
**COMMON SEAL** )

of the said **BANK** ) \_\_\_\_\_  
this .....day ) **BANK SEAL**  
of .....20.... )

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 authorized representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
Signature(s) of the duly authorized 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.*



5. *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.*

## 11.5. Tender Security – (Letters Of Credit)

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

### **Part A**

**Form of Documentary credit** - “Irrevocable Standby”

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

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

**The SBLC should be available** – “By Payment”

**Drafts should be payable at** - “SIGHT”

**Documents required** -

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

**Additional Conditions** –

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

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

\*Confirmation instructions – (See notes below).

### **Part B**

The proceeds of these Letters are payable to KPLC -

- a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid.
- b) if the Tenderer rejects a correction of an arithmetic error
- c) if the Tenderer fails to enter into a written contract in accordance with the Tender Document

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

#### **NOTES TO TENDERERS AND BANKS**

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

## 11.6. Declaration Form

Date \_\_\_\_\_

**To:**

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

Ladies and Gentlemen,

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

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

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**11.7. 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

## 11.8. 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 2<sup>nd</sup> 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 originator 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**

## 11.9. Contract Agreement Form

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

**AND**

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

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

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

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



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

14. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7<sup>th</sup> Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099-00100, Nairobi, Kenya, Facsimile + 254-20-3750240/ 3514485. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

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

\_\_\_\_\_  
AG. MANAGING DIRECTOR AND CEO

in the presence of:-

\_\_\_\_\_  
GENERAL MANAGER, LEGAL AND CORPORATE AFFAIRS AND COMPANY SECRETARY

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

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
*Affix Contractor's Seal here*

\_\_\_\_\_  
DIRECTOR'S FULL NAMES

and in the presence of:-

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY

---

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

**Beatrice Meso**

**Advocate,**

C/o The Kenya Power & Lighting Company Limited,

7<sup>th</sup> Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

Facsimile: + 254-20-3514485/ 3750240

## 11.10. Form of Advance Payment Guarantee

*(To be on the Letterhead of the Bank)*

Beneficiary:

Date:

ADVANCE PAYMENT GUARANTEE NO.: [insert advance payment guarantee no.]

We have been informed that ..... (hereinafter called "the Contractor") has entered into contract dated ..... with you, for ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the contract, an advance is to be made against an advance payment guarantee.

At the request of the Contractor, we .....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... (.....) upon receipt by us of your first demand in writing declaring that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward execution of Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account no.: ..... at.....

The maximum amount of this guarantee is valid and shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of plant and equipment to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the ..... Day of ....., ....., whichever is earlier.<sup>1</sup> Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

We agree to a one time extension of this guarantee for a period not exceeding....., in response to the Employer's written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the uniform rules for demand guarantees, ICC publication no.758.

---

<sup>1</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of the guarantee from the Guarantor. Such requests must be in writing and must be made prior to the expiration date established in the guarantee.

.....

[signature(s) name of bank or financial institution

**11.11. Form of Performance Security**

*(To Be Submitted On Bank’s Letterhead)*

Date:

**To:**

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

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

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

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

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

(*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20....

EITHER

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

this .....day ) \_\_\_\_\_  
 ) BANK SEAL  
 of .....20.... )  
 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 authorized representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
 Signature(s) of the duly authorized person(s)

**NOTES TO CONTRACTORS AND BANKS**

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

## 11.12. Letter of Acceptance

*[letter-head paper of the Employer]*

\_\_\_\_\_ *[date]*

To: \_\_\_\_\_  
*[name of the Contractor]*

\_\_\_\_\_  
*[address of the Contractor]*

Dear Sir,

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

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement



### 11.13. Site Visit Form

#### CONFIRMATION OF PRE-BID SITE VISIT

Site (s) Name.....

Name of Tenderer.....

Date of Visit.....

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

Name:.....

Position.....

Qualification

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

Site Visit conducted by Employer's Authorised Officer's

Name .....

Signature.....

## **11.14. Forms for Qualification Data**

As a minimum, the Tenderer shall complete and submit the following Qualification Data with the Form of Tender:

- Contractor's Experience in Similar works
- Details of Sub-Contractors (if any)
- Key Personnel Capabilities
- CVs of Key Personnel
- Programme of Works
- Contractor's and Suppliers Quality Assurance Details
- Commercial/Contractual deviations
- Drawings and Documentation to be submitted with the Tender
- Proposed Work Plan & Methodology
- Turn-Over
- Audited Financial Statements and Financial Information
- Contractor's Equipment
- Manufacturer's Authorisation

### 11.14.1. Contractor's Experience in Similar Works

Name of Applicant or partner of a joint venture
---

Use a separate sheet for each Contract.

1.	Number of Contract
	Name of Contract
	Country
2.	Name of employer
3.	Employer's address
4.	Nature of works and special features relevant to the Contract for which the Tenderer wishes to bid
5.	Contract role (check one) <input type="checkbox"/> Sole Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a joint venture
6.	Portion of the total Contract (in specified currencies at completion, or at date of award for current contracts) undertaken by the Tenderer.
7.	Equivalent value of item 6 in USD
8.	Date of award
9.	Date of completion
10	Contract duration (years and months)
	_____years _____months
11.	Specified requirements <sup>1</sup>

12.	Details of Works meeting qualification criteria
13.	Client Certificate confirming two years satisfactory operation attached? (Yes/No).
14.	Contact details of a senior person in the client's organisation, whom can be contacted to verify details of the Client certificate

<sup>1</sup>Insert any specific criteria required for the execution of the Contract(if any).

This information is declared to be correct by (Tenderer's authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

**11.14.2. Details of Subcontractors**

Name of Applicant or partner of a joint venture
---

The Tenderer shall indicate in this schedule, the proposals for subcontracting elements of the Works together with the names and addresses of the subcontractors he proposes to employ (if any).

A statement of similar works executed by each of the proposed subcontractors shall be provided, which shall include details of the work executed, year of completion, value of the works and the name and address of the client.

Work to be Subcontracted	Name and Address of Subcontractor	Similar works previously executed	Estimated Proportion of Contract Price for Works to be Sub-Contracted (in %)

This information is declared to be correct by (Tenderer’s authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

### 11.14.3. Sub-Contractor's Experience in Similar Works

Name of Applicant or partner of a joint venture
---

Use a separate sheet for each Contract.

1.	Number of Contract
	Name of Contract
	Country
2.	Name of employer
3.	Employer's address
4.	Nature of works and special features relevant to the Contract for which the Tenderer wishes to bid
5.	Contract role (check one) <input type="checkbox"/> Sole Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a joint venture
6.	Portion of the total Contract (in specified currencies at completion, or at date of award for current contracts) undertaken by the Tenderer.
7.	Equivalent value of item 6 in USD
8.	Date of award
9.	Date of completion
10	Contract duration (years and months)  _____ years    _____ months
11.	Specified requirements <sup>1</sup>

12.	Details of Works meeting qualification criteria
13.	Client Certificate confirming two years satisfactory operation attached? (Yes/No).
14.	Contact details of a senior person in the client's organisation, whom can be contacted to verify details of the Client certificate

<sup>1</sup>Insert any specific criteria required for the execution of the Contract(if any).

This information is declared to be correct by (Tenderer's authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

### 11.14.4. Key Personnel Capabilities

Name of Tenderer
------------------

For specific positions essential to Contract implementation, applicants should provide the names of candidates qualified to meet the specified requirements stated for each position set out in Instructions to Tenderers Sub-Clause 3.20.

The data on their experience should be supplied in separate sheets using the form in Section 11.14.5 which should be submitted for each candidate.

1.	Title of position: <b>Project Manager</b>
	Name of candidate:
2.	Title of position: <b>Civil/Structural Engineer</b>
	Name of candidate:
3.	Title of position: <b>Electrical Engineer</b>
	Name of candidate:
4.	Title of position: <b>Telecommunication Engineer</b>
	Name of candidate:
5.	Title of position: <b>Environment, Health &amp; Safety Officer</b>
	Name of candidate:

This information is declared to be correct by (Tenderer's authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....



**11.14.5. CVs of Key Personnel**

Name of Tenderer:		
Position		
Candidate information	1. Name of candidate	2. Date of birth
	3. Academic qualifications	
	4. Professional qualifications	
Present employment	4. Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title of candidate	Years with present employer

Summarise professional experience over the last 10 to 15 years (as applicable), in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

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

This information is declared to be correct by (Tenderer’s authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

**11.14.6. Programme of Works**

Name of Applicant or partner of a joint venture
---

Based on the specified completion periods given under Sub-Clause 3.6 of the Instructions To Tenderers, the Tenderer shall provide a proposed programme of Works in a bar chart form showing the sequence of work and time duration for each activity.

The proposed programme shall include activities such as design, schedule for the drawing submittal, ordering and procurement of materials, manufacturing, fabrication, shop assembly and testing, transportation, erection, site testing and commissioning of the Plant to be supplied under the Contract.

We offer to complete all the works as required under tender within \_\_\_\_\_ calendar days as per the attached schedule.

This information is declared to be correct by (Tenderer’s authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

**11.14.7. Contractor’s and Suppliers Quality Assurance Details**

Name of Applicant or partner of a joint venture
---

The Tenderer shall provide copies of valid certificates issued by competent Quality Assurance Agencies showing that the transformer manufacturer conforms to the Quality System Standard ISO 9001 or its equivalent.

The Tenderer is required to list below the valid certificates submitted with his tender.

Name of Tenderer, subcontractor or supplier	Equipment or service being supplied	ISO 9001 or equivalent certificate provided

This information is declared to be correct by (Tenderer’s authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

### 11.14.8. Commercial/Contractual Deviations

Name of Applicant or partner of a joint venture
---

Any deviations from the Conditions of Contract or the Technical Specifications shall be clearly indicated in the table below and reasons given.

Clause or Section No.	Deviation	Reason for Deviation
	1.Commercial / Contractual Deviations	
	2. Technical Deviations	

This information is declared to be correct by (Tenderer's authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

**11.14.9. Drawings and Documentation to be Submitted with Tender**

Name of Applicant or partner of a joint venture
---

Pursuant to Sub-Clause 3.21 of Instructions to Tenderers (ITT), the Tenderer is required to submit drawings, brochures, technical data, type test certificates, etc. for the plant and equipment to be incorporated in the Works, sufficient to demonstrate compliance with the technical specifications. The Tenderer is required to list under each item in the table below, those documents being submitted with the tender. The reference number of the document shall be included so that the document can easily be identified.

No.	Equipment Description	Document Type	Document Reference
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

This information is declared to be correct by (Tenderer’s authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

#### **11.14.10. Proposed Work Plan & Methodology**

The Tenderer shall submit a write up on the proposed work plan and methodology for performing the works covering design, supply, installation commissioning and training (overseas and on site).

**11.14.11. Turn-Over**

Name of Applicant or partner of joint venture
---

The Tenderer is requested to complete the information in this form for all individual firms, all partners of a joint venture. The information supplied should be the annual turnover of the Tenderer (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed, **converted to US Dollars** at the rate of exchange at the end of the period reported.

Use a separated sheet for each partner of a joint venture and each supplier.

Annual Turnover Data		
Year	Turnover	US Dollar equivalent
1.		
2.		
3.		
4.		
5.		

This information is declared to be correct by (Tenderer’s authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

**11.14.12. Audited Financial Statements and Financial Information**

Name of Tenderer or partner of a joint venture
--

The Tenderer, including each of the partners of a joint venture, and the main suppliers should provide the financial information requested below demonstrating the current soundness of their financial positions and long term profitability as well as evidence of financial resources to meet the Contract cash flow. A separate sheet should be used for each partner of a joint venture as well as for the principal suppliers.

1. Statements (Audited Accounts) that are reported within eighteen (18) calendar months of the date of the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.

.....  
.....  
  
.....  
.....

2. Evidence of access to lines of credit and availability of other financial resources sufficient to meet the Contract cash flow over contract period, net of the Tenderer’s or supplier’s commitments for other contracts. List the documents submitted as evidence and attach copies.

.....  
.....  
  
.....  
.....

3. Name, address, telephone, e-mail, fax numbers of the Tenderer’s Bankers who may provide reference if contacted by the Employer.

.....  
.....



.....  
.....

This information is declared to be correct by (Tenderer's authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

**11.14.13. Contractor’s Equipment**

Name of Tenderer or partner of a joint venture
--

The Tenderer should fill in major items of Contractor’s equipment proposed for carrying out the Works.

Item of Equipment	Description, Make and Age(years)	Condition(new, good, poor) and Number available	Owned, Leased (from whom?), or to be purchased (from whom?)

This information is declared to be correct by (Tenderer’s authorised representative)

Name.....

Signature.....

Position in the Firm.....

Date.....

**11.14.14. Manufacturer’s Authorization Form**

*(To Be Submitted On Manufacturer’s Letterhead)*

**To:**

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

**WHEREAS WE** .....*(name of the manufacturer)* who are established and reputable manufacturers of .....

*(name and description of the goods)* having factories at .....*(full address and physical location of factory(ies) where goods to be supplied are manufactured)* do hereby confirm that

.....  
*(name and address of Supplier)* is authorized by us to transact in the goods required against your Tender ..... *(insert reference number and name of the Tender)* in respect of the above goods manufactured by us.

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

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

\_\_\_\_\_  
Signature of duly authorized person for and on behalf of the Manufacturer.

\_\_\_\_\_  
Name and Capacity of duly authorized person signing on behalf of the Manufacturer

**NOTES TO TENDERERS AND MANUFACTURERS**

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