



REQUEST FOR PROPOSALS

**RFP No:
KP1/1/3A/4/1/RFP/001/18-19**

**DISPOSAL BY WAY OF LEASE/PARTNERSHIP OF KPLC INFRASTRUCTURE FOR
DEVELOPMENT AND COMMERCIALIZATION OF LAST MILE FIBER NETWORK**

**Client:
KENYA POWER AND LIGHTING COMPANY LTD**

**Country:
KENYA**

**Project:
DISPOSAL BY WAY OF LEASE/PARTNERSHIP OF KPLC INFRASTRUCTURE FOR
DEVELOPMENT AND COMMERCIALIZATION OF LAST MILE FIBER NETWORK**

**Issued on:
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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Instructions to Bidders

A. GENERAL PROVISIONS

1. Definitions

- (a) “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the bidder.
- (b) “**Applicable law**” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “**KPLC**” means the Kenya Power and Lightning Company Limited
- (d) “**Client**” means the Kenya Power and Lighting Company Limited that signs the Contract for the Services with the selected bidders.
- (e) “**Bidder**” means a legally-established Telecommunications firm or an entity that is willing to enter into partnership with the Client to provide the Services to the Client under the Contract.
- (f) “**Contract**” means a legally binding written agreement signed between the Client and the Bidder. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “**Data Sheet**” means an integral part of the Instructions to bidders (ITB) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITB.
- (h) “**Day**” means a calendar day.
- (i) “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the bidder, Sub-contractor or Joint Venture member(s).
- (j) “**Government**” means the government of the Client’s country.
- (k) “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one bidder where one member has the authority to conduct all business for and on behalf of

any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (l) “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the bidder’s proposal.
- (m) “**ITB**” (this Section 1 of the RFP) means the Instructions to bidders that provide the bidders with all information they need to prepare their Proposals.
- (n) “**LOI**” means the Letter of Invitation being sent by the Client to the bidders.
- (o) “**Non-Key Expert(s)**” means an individual professional provided by the bidder or its Sub-contractors and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) “**Proposal**” means the Technical Proposal and the Financial Proposal of the bidder.
- (q) “**RFP**” means the Request for Proposals to be prepared by the Client for the selection of bidders, based on the SRFP.
- (r) “**SRFP**” means the Standard Request for Proposals, which may be used by the Client as the basis for the preparation of the RFP.
- (s) “**Services**” means the work to be performed by the bidder pursuant to the Contract.
- (t) “**Sub-contractor**” means an entity to whom the bidder intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “**TORs**” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the bidder, and expected results and deliverables of the assignment.

2. 2.1 The Client named in the **Data Sheet** intends to select a bidder in accordance with the method of selection specified in the **Data Sheet**.

2.2 The bidders are invited to submit a Technical Proposal and a Financial Proposal for partnerships in the development and commercialization of last mile fiber networks as required in the

Data Sheet. The Proposals will be the basis for negotiating and ultimately signing the Contract with the selected bidder.

2.3 The bidders should take into account the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the bidders' expense.

2.4 The Client will timely provide, at no cost to the bidders, the inputs, relevant project data, and reports required for the preparation of the bidder's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The bidder is required to provide professional, objective, and impartial advice or proposals, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The bidder has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the bidder's Proposal or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the bidder shall not be selected under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between Partnership activities and procurement of goods, works or non-Partnership services: a firm that has been engaged by the Client to provide goods, works, or non-Partnership services for a project, or any of its Affiliates, shall be disqualified from providing Partnership services resulting from or directly related to those goods, works, or non-Partnership services. Conversely, a firm hired to provide Partnership services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-Partnership services resulting from or directly related to the Partnership services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among Partnership assignments: a Partner(including its Experts and Sub-Partners) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Partnerfor the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a bidder (including its Experts and Sub-contractors) that has a close business or family relationship with a professional staff of the

Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

**4. Unfair
Competitive
Advantage**

4.1 Fairness and transparency in the selection process require that the bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided Partnership services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all bidders together with this RFP all information that would in that respect give such bidder any unfair competitive advantage over other competing bidders.

**5. Corrupt and
Fraudulent
Practices**

5.1 The client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, the bidder shall permit and shall cause its agents, Experts, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.

6. Eligibility

6.1 The Client will accept proposals from bidders (firms, including Joint Ventures) from all countries to offer proposals on Partnerships in Development and Commercialization of Last Mile Fiber Networks subject to compliance with the eligibility criteria specified in Section 5.

6.2 Furthermore, it is the bidder's responsibility to ensure that its Experts, Joint Venture members, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client in the Section 5.

6.3 Government officials and civil servants of the Client's country are not eligible to be included as Experts in the bidder's Proposal unless such engagement does not conflict with the Applicable law, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same client they were working for before going on leave of absence without pay, resigning, or retiring;

(iii) Their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS

- 7. General Considerations** 7.1. In preparing the Proposal, the bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal** 8.1. The bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 9. Language** 9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
10.2. The bidder shall furnish information on Capital Expenditure, Recurrent expenditure, Return on Investment (ROI) and other fees, if any, used in the preparation of its Proposal.
- 11. Only One Proposal** 11.1. The bidder shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a bidder, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the **Data Sheet**, preclude a Sub-contractor, or the bidder's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.
- 12. Proposal Validity** 12.1. **The Data Sheet** indicates the period during which the bidder's Proposal must remain valid after the Proposal submission deadline.
12.2. During this period, the bidder shall maintain its original Proposal without any change, including the lots they bid for, technical proposal, availability of the Key Experts, the proposed rates and the total price.
12.3. If it is established that any Key information included in the bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
- a. Extension of Validity Period** 12.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all bidders who

submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5. If the bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Information given in the proposal.

12.6. The bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

13. Clarification and Amendment of RFP

13.1. The bidder may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means (by Email), to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means (by Email), and will send written copies of the response (including an explanation of the query but without identifying its source) to all bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all bidders and will be binding on them. The bidders shall acknowledge receipt of all amendments in writing.

13.1.2. If the amendment is substantial, the Client shall extend the proposal submission deadline to give the bidders reasonable time to take an amendment into account in their Proposals.

13.2. The bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1. While preparing the Proposal, the bidder must give particular attention to the following:

14.1.1. If a bidder considers that it may enhance its expertise for the assignment by associating with other firms in the form of a Joint Venture, it may do so if permitted in the **Data Sheet**.

15. Technical Proposal Format and Content

15.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. The details to be included in the technical proposal are as explained in section 7 of the RFP: Terms of Reference (TORs).

15.2. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) Pre-financing costs (b) Projected Revenues (c) Revenue share models (c) Recurrent expenditures in form of an operations and maintenance strategy and ROI (Returns on Investment) calculations and other expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2. For assignments with a duration exceeding 18 months, a price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3. The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law. The bidder and its Sub-contractors and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4. The bidder may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If authorized in the **Data Sheet**, the bidder may choose to submit its Proposals electronically.

17.2 An authorized representative of the bidder shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Technical and Financial Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. This clause does not apply as bidders are expected to upload this RFP bid electronically.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Bidder, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING.**" This clause does not apply as bidders are expected to upload this RFP bid electronically.

17.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the bidder, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" This clause does not apply as bidders are expected to upload this RFP bid electronically.

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Bidder's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING**". This clause does not apply as bidders are expected to upload this RFP bid electronically.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. This clause does not apply as bidders are expected to upload this RFP bid electronically.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by Bidders or anyone on behalf of the bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical and Financial Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the bidders' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and address are stated in the **Data Sheet**.

19.2 At the opening of the Technical and Financial Proposals the following shall be read out: (i) the name of the Bidder or, in case of a Joint Venture, the name of the Joint Venture (ii) Confirmation of the presence or absence of the Financial Proposal; (iii) the total prices shall be read aloud and recorded. Copies of the record shall be sent to all bidders who submitted Proposals (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITB, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. This clause does not apply as the bidders are expected to submit this RFP bid electronically.

20.2 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITB. While evaluating the

Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet and TORs**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked bidders are invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked bidders will be considered by the Client's evaluation committee.

23. Evaluation of Financial Proposals (for QCBS, FBS, and LCS methods)

After the technical evaluation is completed, the Client shall notify those bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the bidder's overall technical score) that their Financial Proposals will not be considered after completing the selection process and Contract signing.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 In the case of a Time-Based contract, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 In the case of a Lump-Sum contract, the bidder is deemed to have included all inputs that are necessary to

perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITB 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client shall require the bidders to produce detailed price analyses for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices with the methodology, resources and schedule proposed. If it turns out that the price is abnormally low, the Financial Proposal may be declared non-compliant and rejected.

25. Taxes

25.1 The Client's evaluation of the bidder's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The bidder achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected. The Client will select the bidder that submitted the highest-ranked Technical Proposal, and invite such bidder to negotiate the Contract.

c. Least-Cost Selection

27.3. In the case of Least-Cost Selection (LCS), the Client will select the bidder with the lowest evaluated total price among those bidders that achieved the minimum technical score, and invite such bidder to negotiate the Contract.

D. NEGOTIATIONS AND AWARD

28. Negotiations

28.1. The negotiations will be held at the date and address indicated in the **Data Sheet** with the bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the bidder.

28.2. The Client shall prepare minutes of negotiations that are signed by the Client and the bidder's authorized representative.

a. Technical negotiations

28.3. The negotiations include discussions about the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

b. Financial negotiations

28.4. The negotiations include the clarification of the bidder's tax liability in the Client's country and how it should be reflected in the Contract.

28.5. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

29. Conclusion of Negotiations

29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the bidder's authorized representative.

29.2. If the negotiations fail, the Client shall inform the bidder in writing of all pending issues and disagreements and provide a final opportunity to the bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the bidder of the reasons for doing so. The Client will invite the next-ranked bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked bidder, the Client shall not reopen the earlier negotiations.

29.3. The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to bidders.

30. Award of Contract

30.1. After completing the negotiations the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other bidders.

30.2. The Bidder is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section 2: Data Sheet

A. General	
ITB 2.1	<p>Name of the Client: Kenya Power and Lighting Company Ltd</p> <p>Method of selection: Quality and Cost Based (QCBS)</p> <p>Type of contract: “Partnership”</p>
ITB 2.2	<p>The name of the assignment is: Request for proposals for partnership in development and commercialization of last mile fiber networks</p>
ITB 2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 4th April,2019</p> <p>Time: 10.00 A.M</p> <p>Address: The Kenya Power and Lighting Company Ltd, Stima Plaza Auditorium ,Stima Plaza Kolobot Road, Parklands, P.O Box 30099, Nairobi-00100 Telephone+254 20 3201758 Facsimile: +254-20-337351</p> <p>Contact person/conference coordinator: Mr. Apollo Ochondo- Supply Chain Officer, KPI. Eng. Daniel Kiniti- Ag. Deputy Director, Telecoms Services.</p>
ITB 2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Appendix 1: KPLC Existing Fibre Network (Attached in the appendices).</p> <p>Appendix 2: Lots. KPLC business Units. (Attached in the appendices).</p>
ITB 3.2.1 Conflict of Interest	<p>The following additional circumstances shall be considered as a conflict of interest: <i>Not applicable</i></p>
B. Preparation of Proposals	
ITB 4.1 Language	<p>Proposals shall be submitted in English language.</p>

	All correspondence exchanges and documents shall be in English language.
ITB 5.1 Documents Comprising the Proposal	The Proposal shall comprise the following: Refer to Section 7 of the RFP: Terms of References (TORS) part 7.5 (Mandatory documents to be submitted)
ITB 6.1 Number of Lots	Number of lots per bid: This will be limited to three (3) regions per bid which will be selectable from appendix two (2) attached. No bidder shall submit more than three (3) Lots per bid.
ITB 7.1 Proposal Validity	Proposals must remain valid for 180 days calendar days after the proposal submission deadline.
ITB 8.1 Clarification	Clarification on the RFP shall be acceptable up to four (4) working days before the submission date directed to the following addresses. Request for clarification may be sent through email to: Email 1: AOchondo@kplc.co.ke Email 2: dkiniti@kplc.co.ke Email 3: jkiplagat@kplc.co.ke OR Write to: The Director, Kenya Power- Institute of Energy Studies and Research Ruaraka, Next to Utalii Hotel/ College P.O Box 30099 – 00100 Nairobi, Kenya Telephone Number: +254 725559900 jkiplagat@kplc.co.ke
ITB 9.1 Currency of Proposal	The Financial Proposal shall be stated in the following currencies: Local Currency (Kenya Shillings) and /or United States Dollars (USD)

	The Financial Proposal should state local costs in the Client's country currency (local currency): Yes
C. Submission, Opening and Evaluation	
ITB 10.1 Obtaining RFP Document	Obtaining the RFP documents. RFP documents detailing the requirements may be obtained from the KPLC E- Procurement Portal found on KPLC's website (www.kplc.co.ke) beginning on Tuesday 19th March, 2019.
ITB 11.1 Submission of Tender Documents	The bidders shall submit their Proposals electronically via the KPLC Web portal. Submission of Tender documents Completed Tenders are to be saved as PDF document marked KP1/1/3A/4/1/RFP/001/18-19 REQUEST FOR DISPOSAL BY WAY OF LEASE/PARTNERSHIP OF KPLC INFRASTRUCTURE FOR DEVELOPMENT AND COMMERCIALIZATION OF LAST MILE FIBER NETWORK and submitted in electronic format on the KPLC's E-procurement portal on the due date and time published on the portal. Tenderers are required to visit the portal from time to time for revised closing dates and addendums. The Tender is to be submitted ONLINE on or before the submission date and time indicated on the KPLC tendering portal. i.e. Monday 15th April, 2019 at 10.00am.
ITB 12.1	The Proposals must be submitted no later than: Date: Monday 15th April, 2019 Time: 10:00 am local time
ITB 13.1 Opening of Proposals	The opening of the Proposals will be online . The opening shall take place at:

	<p>Kenya Power- Institute of Energy Studies and Research Ruaraka, Next to Utalii Hotel/ College Lower Conference Room, Next to the Reception. Date: same as the submission deadline indicated in 12.1. Time: 11:00 local time</p>
ITB 14.1	<p>The following information will be read aloud at the opening of the Proposals ;</p> <ul style="list-style-type: none"> (i) the name of the Bidder or, in case of a Joint Venture, the name of the Joint Venture (ii) Confirmation of the presence or absence of the Financial Proposal; (iii) the total prices shall be read aloud and recorded. Copies of the record shall be sent to all bidders who submitted Proposals (iv) any modifications to the Proposal submitted prior to proposal submission deadline; and (v) any other information deemed appropriate
ITB 15.1 Evaluation of Technical and Financial Proposals	<p>Refer to Section 7 of the RFP : Terms of references (TOR) part 7.7 (Summary of the evaluation process)</p> <ul style="list-style-type: none"> (i) Total Combined points for the criteria: <i>Maximum</i> 100 (ii) Preliminary requirements are all mandatory for a bidder to proceed to technical evaluation. (iii) Technical evaluation minimum score is 75 Points for a bidder to proceed to financial evaluation. (iv) Financial evaluation minimum score is 75 points.
ITB 16.1	Opening of the Financial Proposal shall be online
ITB 17.1 Taxes	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Bidder and which taxes are withheld and paid by the Client on behalf of the Bidder.]</p>
ITB 18.1 Currency Conversion	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Kenya Shillings</p> <p>The official source of the selling (exchange) rate is: Central Bank of Kenya</p> <p>The date of the exchange rate is the date of the deadline for submission.</p>
ITB 19.1 Combined Quality and	<p>Bidders Financial score, F(s), and Technical score, T(s), will be combined. The Combined weights given to the Technical (T) and Financial (F) Proposals are: (T(s) +F(s))=100</p>

Cost Evaluation (QCBS only)	<p>Proposals will ranked according to their combined technical and financial scores as illustrated in Section 7 of the RFP part 7.7(II and III) –Technical and Financial evaluation.</p> <p>The Bidder with a combined score of 75 and above shall be considered for award, as the preferred Bidder.</p>
	D. Negotiations and Award
ITB 20.1	<p>Expected date and address for contract negotiations: Date: 16th May,2019</p> <p>Address: IES&R, Ruaraka, Next to Utalii College Lower Conference room, P O Box 30099 – 00100 Nairobi, Kenya</p>
ITB 21.1	<p>Expected date for the commencement of the Partnerships: Date: Immediately after award and signing of the contract</p>

Section 3. Technical Proposal – Standard Forms

Form TECH-1 (format not be altered)

TECHNICAL PROPOSAL SUBMISSION FORM

{Nairobi –Kenya , Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the proposal for partnerships in the development and commercialization of **LAST MILE FIBER NETWORK** in accordance with your Request for Proposals dated March 2019. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

If the Bidder is a Joint Venture, insert the following: We are submitting our Proposal a Joint Venture with: {Insert a list with the full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a Joint Venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said Joint Venture.

OR

If the bidder’s Proposal includes Sub-contractors, insert the following: We are submitting our Proposal with the following firms as Sub-contractors: {Insert a list with full name and address of each Sub-contractors.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 7.1.
- (c) We have no conflict of interest in accordance with ITB 3.
- (d) Except as stated in the Data Sheet, Clause 7.1, we undertake to negotiate a Contract on the basis of the proposed Technical and Financial proposal. We accept that the substitution of Key information in the proposals for reasons other than those stated in ITB Clause 12 and ITB Clause 28.4 may lead to the termination of Contract negotiations.

- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 21.1 of the Data Sheet.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Bidder (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

TECHNICAL PROPOSAL (FORM TECH-2)

{Below is a suggested structure of the Technical Proposal}

A - Bidder's Structure and Experience

{Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member that will be participating in this assignment, including an organizational chart, a list of Board of Directors, and beneficial ownership.}

B - Description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs if any. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the activities. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The Work Schedule Form (Form TECH-3) may be used for that purpose.} Also refer to clause 7.3.6 of the TORs.

C - Bidder's Organization and Staffing

{Please describe the structure and composition of your team, including a list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. Experts' inputs should be specified and should be consistent with the proposed methodology and the TORs requirements.

FORM TECH-3 (INDICATIVE FORMAT)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months ^{2,3}												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1:)													
	1) Data collection													
	2) Surveys													
	3) Designs													
	4) Installation													
	5) Testing and Commissioning													
	6)													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals.
- 2 Duration of activities shall be indicated in a form of a gant chart.
3. Include a legend, if necessary, to help read the chart.

Section 4. Financial Proposal - Standard Forms

FORM FIN – 1 (format not to be altered)

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer the proposal for Partnership in the development and commercialization of Last Mile Fiber Network in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

2.1. Summary of Costs for Supply and Installation of Last Mile Fiber in the selected regions

Year	1	2	3	4	Year 5+
Cost					
Taxes					
Total					

2.2. Summary of Annual costs for provision of Operation and Maintenance services for the chosen model and region

Year	1	2	3	4	Year 5+
Cost					
Taxes					
Total					

2.3 Summary of Annual costs Sales and Marketing costs for the chosen model

Year	1	2	3	4	Year 5+
Cost					
Taxes					
Total					

2.4 Summary of Other Operating Costs

Year	1	2	3	4	Year 5+
Cost					
Taxes					
Total					

2.5. Summary of all costs for the chosen partnership model

Year	1	2	3	4	Year 5+
Cost of Supply and Installation of last mile Fiber Optic Networks					
Operation and					

maintenance costs					
Sales and Marketing					
Other Costs					
Taxes					
Total					

2.6. Projected Revenues from the chosen Model and percentage revenue share to KPLC where applicable

Year	1	2	3	4	Year 5+
Projected Revenue					
% Revenue share to KPLC where applicable					

NOTE: Bidders are advised to use a clear tabulated format and commentaries explaining their financial proposals as required in the evaluation criteria.

Section 5. Eligibility Criteria

KPLC is seeking proposals from licensed Telecommunication Service Providers and Internet Service Providers who seek to offer services in any part of the country using fiber access network deployed on KPLC power infrastructure. Those interested in the partnership should also be willing and able to pre-finance the capex for development of fibre in their areas of interest where the fibre is currently nonexistent, mainly including metro and access Fiber To the Home (FTTH) network. KPLC also invites any innovative proposals which can ensure optimization of usage of the existing infrastructure. The bidders should demonstrate having the following minimum requirements.

- a) Demonstrated technical and commercial abilities.
- b) Compliance with regulatory, statutory and legal requirements.
- c) Demonstrate understanding of open access in deployment of fiber infrastructure (other service providers should be able to lease idle and excess capacity on KPLC infrastructure).
- d) The designed technical solution should be least disruptive in power environment.
- e) Demonstrated 2-year experience in Fiber deployment and management. Attach Reference Letters of recently completed project of similar nature (Not more than 5 years old after commissioning).

Section 6. Corrupt Or Fraudulent Practices

The Client observe the highest standard of ethics during the procurement and executions of such contracts. In pursuance of this policy, the Client defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition;

Section 7. Terms of Reference

7.1. General Information

Kenya Power and Lighting Company (KPLC) is an electricity distribution utility company with over 6.2 million electricity customers across the country. The company has implemented extensive fiber optic network which is used for its internal corporate communication and management of power utility system. The fiber network is largely backbone with metro links and is in the form of Optical Ground Wire (OPGW) and All Dielectric Self Supporting (ADSS) cables. The company has diversified into Telecommunication business to generate alternative revenue from equipment collocation services and leasing of dark fibre capacity on the backbone and metro fiber network to the Telecommunication Service Providers. KPLC is licensed by Communication Authority of Kenya (CA) to operate in the necessary classes involving fibre infrastructure and other telecommunication networks. The current existing fibre infrastructure is provided in *appendix 1*. Besides the fibre network, KPLC also owns telecommunication towers. ***The excess capacity of fibre optic cables and telecommunication towers is available for lease by telecommunication companies.***

Overhead fibre on power infrastructure has been preferred due to various advantages which include:

- High Service availability.
- Immunity from Electromagnetic/Electrical interference
- Enhanced security offered by the power network environment.
- Overhead fiber deployment is not prone to damages as compared to underground systems which suffer from frequent human activities (cuts, rodents, and construction and farming activities).
- Faster rollout of the infrastructure with minimal negative environmental effects.
- Relatively low cost of laying the infrastructure hence affordable service to the industry.

According to the Kenya 2013 National Broadband Strategy, Kenya was expected to have national fixed broadband with minimum speeds of 5 Mbps by 2017, compared to current estimated average speeds of 1.4 Mbps. KPLC has a role to play to support the realization of this target and hence new business models need to be developed with an aim of providing low cost, fast and reliable broadband infrastructure within the shortest possible time. These

networks will supplement current existing networks by providing redundancies, as well as open up new green fields.

7.2.Objective of the Request For Proposal (RFP)

In line with its strategy of maximization of revenue from its infrastructure, KPLC is seeking proposals from licensed Telecommunication Service Providers and Internet Service Providers who seek to offer services in any part of the country using fiber access network deployed on KPLC power infrastructure. Those interested in the partnership should also be willing and able to pre-finance the capex for development of fibre in their areas of interest where the fibre is currently nonexistent, mainly including metro and access Fiber To The Home (FTTH) network. KPLC also invites any innovative proposals which can ensure optimization of usage of the existing infrastructure. The deployment will use the following methodology:

7.2.1. Lots of the Tender

The tender will be divided into Ten (10) lots (Appendix 2):

- Lot 1** will cover Nairobi West Region.
- Lot 2** will cover Nairobi North Region.
- Lot 3** will cover Nairobi South Region.
- Lot 4** will cover Central Rift Region.
- Lot 5** will cover North Rift Region.
- Lot 6** will cover North Eastern Region.
- Lot 7** will cover Mt. Kenya Region.
- Lot 8** will cover West Kenya Region.
- Lot 9** will cover South Nyanza Region.
- Lot 10** will cover Coast Region.

7.2.2. Business units in each Lot

Each lot has been divided into Business units. As much as possible, the units will be guided by the available fibre network and the location of the KPLC existing administrative infrastructure as guided by the substation feeder lines to customers.

7.2.3. Fibre Network Coverage and Equipment Colocation

It is envisaged that respondents may wish to have a hybrid solution to cover:

- (i) ***Use of the KPLC fibre OPGW and ADSS cable:*** Where applicable, KPLC has a country wide built fibre network covering over 4,000 km. This extends into Uganda network. The fibre is a standard 48-core cable. For the lot selected by any respondent, it is expected that the respondent will prioritize use of KPLC fibre. For the business unit, the respondent will locate the nearest KPLC fibre Point of Presence (POP) and design the access network in such a way that the backbone to the upstream internet service provider utilizes KPLC backbone. KPLC POP is mostly within substations or KPLC Commercial Offices. The linkage to this backbone may require some last mile establishment which is the subject of 3(i) herein.
- (ii) ***Use of the Poles to attach the Fibre cable and other equipment***

Where the respondent attaches equipment to the pole, it is expected that the design will be such that the equipment will not deter KPLC network operators from accessing the power conductors and other equipment on the pole. In such a case, the design will provide for cantilever extensions without affecting the stability of the pole and its associated equipment. The respondent will demonstrate this requirement as per the technical designs in part 3 (c). Where necessary, the respondent will be required to use the developed KPLC standards. The standards will be shared with the respondents. KPLC also invites any innovative proposals which can ensure optimization of usage of the existing KPLC fibre infrastructure.

7.3.Key focus of the Tender

The tender captures the following key issues:

- 7.3.1. *Project financing: Capital Expenditure.*** Those interested in the partnership must indicate how they intend to pre-finance the development of the infrastructure and provide relevant proof or supporting evidence accordingly. Business cases or business feasibility should be established as a guarantee for the pre-financing returns. KPLC will not be providing any guarantees. The respondents in the partnership should also be willing and able to pre-finance the capital expenditure (CAPEX) for development of fibre network in

their zones of interest where the fibre is currently nonexistent. This will cover the following areas:

- (i) Last mile fibre:** In each lot, there shall be need to develop last mile fibre extensions from the existing KPLC network or the respondent's underground networks or other third-party networks. The respondent will demonstrate the designs, the Bill of quantities and the costing and how the financing will be applied in the partnership. Where the respondent develops the last mile starting from the KPLC POP it is expected that the available KPLC free fibers will be utilized. However, the utilization will be a subject for discussion with KPLC for the latter to confirm and allocate. The bidder's scope should clearly indicate, the size of the fiber cable applied in the model and how it affects the cost. As the scope may change in the firm designs it may be necessary for the RFP to illustrate such costs using a per unit basis in this case cost per km or per meter of the fibre to be installed, how this will be financed and how it will be applied in the partnership.
- (ii) Colocation of equipment:** Where applicable the respondent may desire to collocate equipment on the poles and in KPLC substations or related co-hoisting premises. This equipment will attract CAPEX. The respondent will demonstrate how these will be covered financially in the partnership. As the scope may change in the firm designs it may be necessary for the RFP to illustrate such costs using a per unit basis.
- (iii) Commercial Power requirement:** The partner shall be metered separately for the power consumed by the equipment at the prevailing electricity tariff where applicable.
- (iv) Other incidental Charges:** Where applicable other regulatory charges involving construction, insurance and licenses within metro and urban areas may apply. The respondent will demonstrate the costs, how they will be financed and how they will be applied in the partnership.

7.3.2. Number of lots per bid: This will be limited to three (3) regions per bid which will be selectable from appendix two (2) attached. No bidder shall submit more than three (3) Lots per bid.

7.3.3. Areas of interests or locations (Business unit): The bidder will provide all the necessary details of the location of their interest on the provision of services in partnership with KPLC (provide any relevant

high-level designs, maps and sketches/drawings for the locations).
The respondent should choose the area to implement the network from the attached KPLC Lots (*see attached appendix 2*).

Where applicable, KPLC will provide the power network (Pole schedule) layout for areas not covered by the existing fibre infrastructure provided in appendix 1.

The lots should capture the Business unit name (Region), the geographical location (GPS location), expected total length of coverage on the power network and the expected approximate customer number coverage. The respondent will therefore use the guide provided in appendix 1 and 2 to collect the relevant information necessary for the bid response.

7.3.4. Technical solutions/design: The respondent shall submit a preliminary design of the proposed network in their area(s) of interest, methodology of implementation and how visibility of the network connected will be so as to be available online and simultaneously to both KPLC and the respondent. The technical designs will be carried out alongside the instructions provided in section 2.3. Where applicable and for the partners who bid for revenue share, design and implementation of the billing system and monitoring systems should be included in the submission. The technical design should allow for unreserved availability of at least six cores per route for KPLC operational requirements.

7.3.5. Proposed partnership and revenue sharing models: The respondent shall state the scope and responsibility of each party and revenue sharing formula. The respondent should also indicate the minimum guaranteed revenue payable to KPLC on monthly basis and variable payment amount which will be a percentage of revenues realized. The tariffs used and applicable fees for the services to be offered should be well demonstrated by the respondents bid.

For any respondent whose formula is based on Return on Investment (ROI), KPLC requires that ROI be less than 10 years. The commercial proposal will demonstrate the method and proportions involved and in what periods.

7.3.6. Implementation timelines: The respondent to provide implementation plan and schedule indicating the period it would take to implement and commercialize the network. The partner should state the period after implementation in which they intend to commercialize the network, the method of submission and timing of the revenue share to KPLC.

7.3.7. Operation and maintenance strategy (O&M): The respondent shall propose the strategy of maintenance of the network to ensure high service availability. The respondent shall propose the service level agreement (SLA) management and fault handling procedures. The respondent shall include a clear responsibility matrix for the parties involved in the O&M processes of the network. The proposal will include a clear costing and financing methodology.

7.3.8. Effective partnership duration: The respondent to state its preferred duration of partnership in years. This period should be adequate to cover the repayment period stated in the financial proposal. KPLC preferred maximum partnership period is ten (10) years renewable for a similar period.

7.4. Minimum requirements

To progress partnership discussions and undertake negotiation with KPLC, the respondent (s) must meet the following minimum requirements:

- a) Demonstrated technical and commercial abilities.
- b) Compliance with regulatory, statutory and legal requirements.
- c) The proposed infrastructure for development to allow open access (other service providers should be able to lease idle and excess capacity on KPLC infrastructure).
- d) The technical solution should be least disruptive in power environment.
- e) Demonstrated 2-year experience in Fiber deployment and management. Attach Reference Letters of recently completed project of similar nature (Not more than 5 years old after commissioning).

7.5. Mandatory documents to be submitted

- i. Respondent's Certificate of registration/incorporation and PIN.

-
- ii. Valid copies of Communication Authority (CA) licenses
 - iii. Current Kenya Revenue Authority (KRA) Tax compliance certificates.
 - iv. The respondent to provide academic, professional and managerial qualifications of its personnel who will undertake this project.
 - v. Provide a letter stating that the firm or members of the consortium (where applicable) are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings. Information regarding any current litigation in which the firm is involved should be provided.
 - vi. Technical proposal
 - vii. Financial proposal (Project financing options and where applicable revenue sharing proposal)
 - viii. Operation and Maintenance Strategy (O&M) proposal.
 - ix. Bidder to Quote for only three (3) lots (KPLC Business Regions).

Note: *The financial proposal will include the financial pre-financing and where applicable the revenue share models.*

7.6.PARTNERSHIP MODELS

Each bidder will base his response along the following four partnership models:

- (i) Dark fibre leasing Model
- (ii) Bandwidth Leasing Model
- (iii) Pole leasing model
- (iv) Colocation

For each of the models, it is expected that bidders will propose a Technical and Financial modelling which will be used in the partnership. The models are explained in details in section (7.6.1 to 7.6.4)

7.6.1. Model 1 – Lease of dark fiber

KPLC has an established infrastructure of dark fibre of approximately 4000km consisting of OPGW and ADSS. The existing KPLC fiber network consists of a standard 48-core fiber optic cable. The Partner develops the fibre cable network and leases it to prospective customers or uses it for end user business. The partner should declare the size of cable used in the design clearly demonstrating how it impacts on the CAPEX. This should apply to any other equipment deployed in the network design. The existing KPLC model is such that customers who lease dark fiber pay

based on per core per kilometer per month. The partner's offer will propose a model that will ensure maximization of KPLC returns. The offer will also take care of the return on investment of the capital expenditure by the partner. The partner will therefore submit the Technical and Financial proposal based on dark fibre lease from KPLC. As much as possible the proposal should be based on the per unit basis.

7.6.2. Model 2 – Bandwidth Leasing

This model of lease of KPLC infrastructure will be through revenue share for internet services provided through the partnership. The Partner develops the fibre network and leases it to prospective customers based on bandwidth leased in megabits per second per month. The revenues generated are then shared on an agreed formula which will be based on the best offer from the partner. The partner's offer will propose a model that will ensure maximization of KPLC returns. The offer will also take care of the return on investment of the capital expenditure by the partner. The partner will therefore submit the Technical and Financial proposal based on revenues generated from bandwidth leasing. The guaranteed and variable revenue share to KPLC should be well demonstrated.

7.6.3. Model 3 – Pole Leasing

In this model the partnership will be based on Pole leasing through lease of poles for attachment of the Partners cable and equipment. KPLC already has 3 firms under this model who have leased poles in Nairobi, Mombasa and Kisumu. The existing KPLC pole leasing model is such that customers who lease poles pay based on per pole per year basis. In the envisaged new model, the partner will develop the fibre network using KPLC poles and pays a monthly fee per pole to attach the fibre cable and associated equipment. The proposed model should demonstrate how the size, weight and number of cables/equipment attached will reflect on the financial model. The partner's offer will propose a model that will ensure maximization of KPLC returns. The partner pays an agreed amount based on per pole per annum. The partner will therefore submit the Technical and Financial proposal based on per pole per month payable to KPLC.

7.6.4. Colocation

In the three models explained in 7.6.1, 7.6.2 and 7.6.3, the partners may require to collocate their equipment and accessories within KPLC colocation facilities. In this partnership, it is envisaged that the colocation methodology will be clearly

demonstrated. This therefore will require the partner to propose a financial model for leasing space within KPLC substations and offices. The existing KPLC model is based on per rack space per annum. The partner's offer will ensure maximization of KPLC returns.

7.7. Summary Of Evaluation Process

Part I - Preliminary Evaluation Criteria These are mandatory requirements. Respondents will only proceed to part II of this evaluation process after fulfilling all the requirements of Part I in total. Part I requires the respondent to submit the following: -

1. Submission and considering the following: -

- a) Certificate of Incorporation and CR-12*
- b) KRA PIN Certificate.*
- c) Valid Tax Compliance Certificate.*

1.2 For Foreign Tenderers and subcontractors

- a) Company or Firm's Registration Certificate including a certificate confirming directors and shareholding.*
 - b) PIN Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.*
 - c) Valid Tax Compliance Certificate or its equivalent in the country of origin or a statement from the tax authorities in the country of origin indicating that such certificate or its equivalent is not issued.*
- 2. Submission of valid licenses from Communication Authority of Kenya*
 - 3. Project financing, commercial, O&M and technical proposal.*
 - 4. Submission of company's contacts including physical, email and telephone address*
 - 5. Submission of latest signed and stamped Audited financial statements reported within the last 18 months.*

6. *Submission of letter stating that the firm or members of the consortium are not insolvent, in receivership, bankrupt or in the process of being wound up and is not subject of legal proceedings.*
7. *Demonstrated 2-year experience in Fiber deployment and management supported by Reference Letters and evidence of projects deployed.*

NOTE: The bidder must submit all the requirements indicated in 7.7 (part I) above for the bidder to proceed to technical evaluation.

Part II - Technical Proposal Evaluation

NO.	EVALUATION CRITERIA	Maximum Marks (%)
1	<p>Technical solution.</p> <p>Approach and Methodology</p> <p><i>Clarity of the technical solution demonstrating the approach and methodology (8marks), scope (8marks), specific area of interest-lots (8marks), Model and technology to be deployed (10marks), designs drawings of the proposed networks (8 marks). A clear description of how common visibility and monitoring of the offered end-user services shall be achieved by both KPLC and the partner (8 marks). The monitoring system should display faults on the infrastructure and the number of connected users through the partnership model network where applicable. (Bidder should refer to section 7.2.3 and 7.3.)</i></p>	50
	<p>Operation and Maintenance.</p> <p><i>Joint O&M model where KPLC will be responsible for maintenance of the power infrastructure on which the fiber network is installed whereas the partner shall be responsible for resolutions of incidents on the fiber cable/telco equipment. Respondent to provide a proposed model.</i></p> <p><i>Well-structured Joint O&M Model showing the cycle from fault reporting to system restoration and escalation (10 marks)</i></p> <p><i>Clear responsibility matrix</i></p>	30

	<ul style="list-style-type: none"> • <i>Partner responsibilities (5 mark)</i> • <i>Incident reporting (5 mark)</i> • <i>Incident resolution timelines(5 mark)</i> • <i>Linkage to the Network Operation Center (NOC) (5 marks)</i> 	
5	<p><i>Work Plan-Implementation schedule.</i></p> <p><i>Schedule of implementation activities (10 marks)</i></p> <p><i>Less than 2 years = (10 marks)</i></p> <p><i>More than 2 years = (0 marks)</i></p>	20
	TOTAL	100 %

Minimum technical score to proceed to financial is 75%.

Part III- Financial Proposal

NO.	EVALUATION CRITERIA	Maximum Marks (%)
1	<p><i>Project Financing</i></p> <p><i>Financial proposal with the partner pre-financing the implementation and installation of fiber network on KPLC infrastructure. KPLC requirement is 100% partner pre-financing. KPLC contribution will be the infrastructure and the existing wayleaves and standards. Respondent to provide a clear proposal based on the following:</i></p> <p><i>(i) Pre-financing proposal-100% partner pre-financing (Well-structured showing Financials for survey, design, delivery, Installation, Commissioning and Commercialization. The bidder shall demonstrate the return on investment based on his proposed partnership duration) (20 marks)</i></p> <p><i>(ii) Proof of financial capability (Audit financial statements, Audited balance sheets, Funding financing proposals from financial institutions, Asset base, Joint Ventures, other) (10 marks)</i></p>	40

	<p><i>(ii)Implementation financial proposal(5 marks)</i></p> <p><i>(Operation and Maintenance financial proposal(5 marks)</i></p> <p><i>(Bidder should refer to section 7.3.1)</i></p>	
2	<p><i>According to the selected model (as described in Section 6 above)</i></p> <p><i>based on a maximum of 3 lots per bidder each lot quoted separately:</i></p> <p><i>(a)Dark fiber Leasing Model:</i></p> <p><i>(b)Bandwidth Leasing Model:</i></p> <p><i>©Pole Leasing Model:</i></p> <p><i>(d)Where applicable to include colocation proposal :</i></p> <p><i>(i)Guaranteed revenue where applicable for KPLC based on the CAPEX and size of fiber network installed on KPLC power infrastructure.</i></p> <p><i>Marks will be based on highest guaranteed revenue per specific Model quoted by respondent. As much as possible the guaranteed revenue should be based on the per unit basis.</i></p> <p><i>Less than 15 % = 0 marks</i></p> <p><i>>15% up to 20% to KPLC = 10 marks</i></p> <p><i>>20% up to 30% to KPLC = 15 marks</i></p> <p><i>More than 30% to KPLC = 20 marks</i></p>	20
4	<p><i>(ii) Variable revenue share where applicable based on revenues from the selected model.</i></p> <p><i>Less than 10 % = 0 marks</i></p> <p><i>>10 % up to 15% to KPLC = 5 marks</i></p> <p><i>>15% up to 20% to KPLC = 10 marks</i></p> <p><i>>20% up to 30% to KPLC = 15 marks</i></p> <p><i>More than 30% to KPLC = 25 marks</i></p>	25
6	<p><i>Partnership duration.</i></p> <p><i>Required minimum 5-10 years =(5 marks)</i></p> <p><i>Less than 5 years = (10 marks)</i></p>	15

	TOTAL	100 %
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Minimum Financial score is: 75 %

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8. Conditions of Contract and Contract Forms

CONTRACT FOR PARTNER'S SERVICES

Project Name _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Partner]

Dated: _____

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I. FORM OF CONTRACT

(Text in brackets [] is for guidance purpose and should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of Partner]* (hereinafter called the “Partner”).

*[If the Partner consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Partner’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Partner”).]*

WHEREAS

- (a) the Client has requested the Partner to provide certain Partnership services as defined in this Contract (hereinafter called the “Services”);
- (b) the Partner, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Agency Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Partner’s Technical Proposal (including methodology and Experts)
 - Appendix C: Contract Price(s)
 - Appendix D: Form of Advance Payment Guarantee

In the event of any inconsistency between the documents, the following priority order shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Partner shall be as set forth in the Contract, in particular:
 - (a) the Partner shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Partner in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Partner or Name of a Joint Venture]*

[Authorized Representative of the Partner– name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Partner *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “**Applicable law**” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) “**Agency**” means the Agence Française de Développement (AFD).
 - (c) “**Client**” means the implementing agency that signs the Contract for the Services with the Selected Partner.
 - (d) “**Partner**” means a legally-established professional Partnership firm or entity selected by the Client to provide the Services under the signed Contract.
 - (e) “**Contract**” means the legally binding written agreement signed between the Client and the Partner and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) “**Day**” means a calendar day unless indicated otherwise.
 - (g) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (h) “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Partner, Sub-Partner or JV member(s) assigned by the Partner to perform the Services or any part thereof under the Contract.
 - (i) “**Foreign Currency**” means any currency other than the currency of the Client’s country.
 - (j) “**GCC**” means these General Conditions of Contract.
 - (k) “**Government**” means the government of the Client’s country.
 - (l) “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (m) “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula

Vitae (CV) was taken into account in the technical evaluation of the Partner's proposal.

- (n) **“Local Currency”** means the currency of the Client's country.
- (o) **“Non-Key Expert(s)”** means an individual professional provided by the Partner or its Sub-Partner to perform the Services or any part thereof under the Contract.
- (p) **“Party”** means the Client or the Partner, as the case may be, and **“Parties”** means both of them.
- (q) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) **“Services”** means the work to be performed by the Partner pursuant to this Contract, as described in Appendix A hereto.
- (s) **“Sub-Partners”** means an entity to whom/which the Partner subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Partner. The Partner, subject to this Contract, has the complete charge of the Experts and Sub-Partners, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.

4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

- 8. Authority of Member in Charge** 8.1. In case the Partner is a Joint Venture, the members hereby authorize the lead member specified in the SCC to act on their behalf in exercising all the Partner's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Partner may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices, and Social and Environmental Responsibility** 10.1. The Agency requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in **Attachment 1** to the GCC.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Partner instructing the Partner to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Partner shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Agency is required.
- 17. Force Majeure**

- a. Definition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Partners or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. Non Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Partner, upon instructions by the Client, shall either:
- (a) cease its activities and demobilize, in which case the Partner shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Partner shall continue to be paid under the terms

of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

18.1. The Client may, by written notice of suspension to the Partner, suspend all payments to the Partner hereunder if the Partner fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Partner to remedy such failure within a period not exceeding thirty (30) days after receipt by the Partner of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Partner in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Partner fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Partner becomes (or, if the Partner consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Partner fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Partner is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Partner fails to confirm availability of Key Experts.

19.1.2 Furthermore, if the Client determines that the Partner has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled, after giving fourteen (14) days written notice to the Partner, to terminate the Partner's employment under the Contract.

- b. By the Partner**
- 19.1.3 The Partner may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Partner pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Partner that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Partner is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Partner may have subsequently approved in writing) following the receipt by the Client of the Partner's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Partner's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable law.
- d. Cessation of Services**
- 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Partner shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the Partner and equipment and materials furnished by the Client, the Partner shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**
- 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Partner:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE PARTNER

20. General

a. Standard of Performance

20.1 The Partner shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Partner shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

20.2 The Partner shall employ and provide such qualified and experienced Experts and Sub-Partners as are required to carry out the Services.

20.3 The Partner may subcontract part of the Services to an extent and with such Key Experts and Sub-Partners as may be approved in advance by the Client. Notwithstanding such approval, the Partner shall retain full responsibility for the Services. The Partner shall not subcontract the whole of the Services.

b. Law Applicable to Services

20.4 The Partner shall perform the Services in accordance with the Contract and the Applicable law and shall take all practicable steps to ensure that any of its Experts and Sub-Partners, comply with the Applicable law.

20.5 Throughout the execution of the Contract, the Partner shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Client's country prohibits commercial relations with that country.

20.6 The Client shall notify the Partner in writing of relevant local customs, and the Partner shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Partner shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Partner Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Partner pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Partner's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Partner shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Partner shall use its best efforts to ensure that any Sub-Partners, as well as Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Partner, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Partner shall comply with the Client's applicable regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Partner in the exercise of such procurement responsibility shall be for the account of the Client.

- 26. Reporting Obligations** 26.1 The Partner shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Partner for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Partner shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Partner may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Partner and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Partner shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
- 28. Equipment, Vehicles and Materials** 28.1 Equipment, vehicles and materials made available to the Partner by the Client, or purchased by the Partner wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Partner shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Partner, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Partner or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Partner or the Experts concerned, as applicable.

D. PARTNER'S EXPERTS AND SUB-PARTNERS

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Partner's Key Experts are described in **Appendix B**.
- 29.2 In case of unit prices (time-based) and if required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Partner by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.1.

29.3 In case of unit prices (time-based) and if additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by written agreement between the Client and the Partner. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Partner's written request and due to circumstances outside the reasonable control of the Partner, including but not limited to death or medical incapacity. In such case, the Partner shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Partner shall submit to the Client a copy of their Curricula Vitae (CVs) for review and approval. If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client.

31.2 In case of unit price (time-based) contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-Partners

32.1 If the Client finds that any of the Experts or Sub-Partner has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that one of the Partner's Experts or Sub-Partners have engaged in corrupt or fraudulent practice while performing the Services, the Partner shall, at the Client's written request, provide a replacement.

32.2 In the event that any of the Key Experts, Non-Key Experts or Sub-Partners is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Partner to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-Partners shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removal of Experts – Impact on Payments

33.1 In case of unit price (time-based) Contract, except as the Client may otherwise agree, (i) the Partner shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

33.2 In case of lump-sum Contract, the Partner shall bear all costs arising out or incidental to any removal and/or replacement of such Experts.

34. Working Hours, Overtime, Leave, etc. (time-based contract only)

34.1 Working hours and holidays for Experts are set forth in **Appendix A**. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days specified in Appendix A before their arrival in, or after their departure from, the Client's country.

34.2 The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the Partner's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by the Experts shall be subject to the prior approval of the Partner who shall ensure that absence for leave purposes will not delay the progress and or impact an adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Partner with obtaining work permits and such other documents as shall be necessary to enable the Partner to perform the Services.
- (b) Assist the Partner with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Partner and the Experts and any Sub-Partners employed by the Partner for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the Applicable law in the Client's country.
- (f) Assist the Partner, any Sub-Partners and the Experts of either of them with obtaining the privilege, pursuant to the Applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Partner any such other assistance as may be specified in the **SCC**.

- 36. Access to Project Site** 36.1 The Client warrants that the Partner shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Partner and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Partner or any Sub-Partners or the Experts of either of them.
- 37. Change in the Applicable Law Related to Taxes and Duties** 37.1 If, after the date of this Contract, there is any change in the Applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Partner in performing the Services, then the remuneration and other expenses otherwise payable to the Partner under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1
- 38. Services, Facilities and Property of the Client** 38.1 The Client shall make available to the Partner and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in the above mentioned **Appendix A**.
- 38.2 In case that such services, facilities and property shall not be made available to the Partner as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Partner for the performance of the Services, (ii) the manner in which the Partner shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Partner as a result thereof pursuant to Clause GCC 41.
- 39. Counterpart Personnel** 39.1 The Client shall make available to the Partner free of charge such professional and support counterpart personnel, to be nominated by the Client with the Partner's advice, if specified in **Appendix A**.
- 39.2 If counterpart personnel are not provided by the Client to the Partner as and when specified in **Appendix A**, the Client and the Partner shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Partner as a result thereof pursuant to Clause GCC 41.
- 39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Partner. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Partner that is consistent with the position occupied by such member, the Partner may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 40. Payment Obligation** 40.1 In consideration of the Services performed by the Partner under this Contract, the Client shall make such payments to the Partner and in such manner as provided by GCC F below.

F. PAYMENTS TO THE PARTNER

- 41. Ceiling Amount (time-based) or Contract Price (lump-sum)**
- 41.1 In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
- 41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 42. Remuneration and Reimbursable Expenses (unit price – time-based only)**
- 42.1 The Client shall pay to the Partner(i) remuneration that shall be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services or after any other date as the Parties shall agree in writing; and (ii) other expenses including reimbursable expenses that are actually and reasonably incurred by the Partner in the performance of the Services.
- 42.2 All payments shall be at the rates set forth in **Appendix C**.
- 42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Partner shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Partner's profit, and (iv) any other cost unless otherwise specified in the **SCC**.
- 43. Taxes and Duties**
- 43.1 The Partner, Sub-Partners and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Partner or are paid by the Client on behalf of the Partner.
- 44. Currency of Payment**
- 44.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
- 45. Mode of Billing and Payment**
- 45.1 Billings and payments in respect of the Services shall be made as follows:
- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Partner an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against the submission of a bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to

be in the form set forth in **Appendix D**, or in any other form that the Client shall have approved in writing. The advance payments will be set off by the Client in installments as specified in the **SCC** until the said advance payments have been fully set off.

- (b) *The Itemized Invoices (unit price – time-based)*. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Partner shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the Partner's invoices within sixty (60) days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized, the Client may add or subtract the difference from any subsequent payments.
- (c) *The Lump-Sum Installment Payments*. The Client shall pay the Partner within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Partner within the same sixty (60) days period. The Partner shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- (d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Partner and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Partner specifying in detail deficiencies in the Services, the final report or final invoice. The Partner shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Partner to the Client within thirty (30) days after receipt by the Partner of notice thereof. Such claim for reimbursement shall be made by the Client within twelve (12) calendar months after receipt by the Client of the final report and the final invoice that the Client has approved in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Partner specified in the **SCC**.

- (f) With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the Partner of any obligations hereunder.

46. Interest on Delayed Payments and Damages

46.1 Interest on delayed payments: If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (b) or (c), interest shall be paid to the Partner on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

46.2 Damages: If the Partner fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the SCC. The total amount of the damages shall not exceed 10% of the Contract amount.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days from receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days from the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

III. SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1 Applicable law	The Contract shall be construed in accordance with the laws of KENYA
4.1 Language	The language is: English.
6.1 and 6.2 Communications	<p>The addresses are:</p> <p>Client : The Kenya Power and Lighting Company Ltd,</p> <p>Attention: Ag, Deputy Director, Telecoms Services, KPI.</p> <p>Facsimile : +254-20-337351</p> <p>E-mail: DKiniti@kplc.co.ke</p> <p>Partner: _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1 Authority of Member in Charge	The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i>
9.1 Authorized Representatives	<p>The Authorized Representatives are:</p> <p>For the Client: Daniel Kiniti, Ag. Deputy Director, Telecoms Services</p> <p>For the Partner: <i>[name, title]</i> _____</p>
11.1 Effectiveness of Contract	The Contract shall come into force at the date of Contract signature.
12.1 termination of Contract for failure to become Effective	Seventy Five (75) Days after the date of Contract signature

<p>13.1 Commencement of Services</p>	<p>Commencement of Services: The Services shall start 10 working days after contract signature by both parties</p>
<p>14.1 Expiration of Contract</p>	<p>The time period shall be Twenty Four (24) months.</p>
<p>20.5 Law Applicable to Services</p>	<p>The Partner shall not provide services or goods originating from a country subject to an embargo from France, the European Union, or the United Nations.</p>
<p>23.1 Liability of the Partner</p>	<p>No additional provisions</p>
<p>24.1 Insurance to be Taken out by the Partner</p>	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of <i>one hundred and ten 110% of the total contract value</i> (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Partner or its Experts or Sub-Partners, with a minimum coverage of <i>Third party insurance cover</i> (c) Third Party liability insurance, with a minimum coverage of <i>Third party insurance cover</i>. (d) Employer’s liability and workers’ compensation insurance for the Partner’s Experts and Sub-Partners in accordance with the relevant provisions of the Applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Partner’s property used in the performance of the Services, and (iii) any documents prepared by the Partner in the performance of the Services.
<p>27.1 Proprietary Rights in Reports and Records</p>	<p>No exceptions</p>
<p>27.2</p>	<p>The Partner SHALL NOT use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<p>41 Ceiling Amount or Contract Price</p>	<p>The contract is: a Lump Sum and Time Based price contract</p> <p>The Contract price is exclusive of local indirect taxes.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Partner in Form FIN-2 of the Partner’s Financial Proposal.]</p>

<p>42.1 Remuneration and Reimbursable Expenses (not applicable to lump-sum contract)</p>	<p>Time actually spent per month shall be calculated as the number of days actually worked by the expert divided by twenty-two (22) working days. One working day (billable) shall not be less than eight (8) working (billable) hours.]. <i>[For reimbursable expenses, specify, if applicable, allowance and conditions for payment eligibility with regards to (list as per clause 16.1 of the Data Sheet):</i> <i>Per diem, transportation cost (number of air ticket, passenger class, baggage allowance, local transportation...), communication costs, printing costs...]</i></p>
<p>42.3 Price Adjustment</p>	<p>Price adjustment on the remuneration “applies”</p> <p><i>[If the Contract is less than 18 months, price adjustment does not apply. Price adjustment is not usually applicable to lump-sum Contracts.</i></p> <p><i>If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Partner) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:</i></p> <p>Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{f_0} \times \frac{I_f}{I_{f_0}} \quad \{ \text{or} \quad R_f = R_{f_0} \times [0.1 + 0.9 \frac{I_f}{I_{f_0}}] \}$ <p>where</p> <ul style="list-style-type: none"> R_f is the adjusted remuneration; R_{f_0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and I_{f_0} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract. <p>The Partner shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{f_0} in the adjustment formula for remuneration</p>

	<p>paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i>the calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{l_0} \times \frac{I_l}{I_{l_0}} \quad \{ \text{or} \quad R_l = R_{l_0} \times [0.1 + 0.9 \frac{I_l}{I_{l_0}}] \}$ <p>where</p> <p>R_l is the adjusted remuneration;</p> <p>R_{l_0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency;</p> <p>I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p>I_{l_0} is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l_0} in the adjustment formula for remuneration paid in local currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for local currency]</i></p>
<p>43.1 and 43.2 Taxes and Duties</p>	<p>The Partner, the Sub-Partners and the Experts shall be exempt from:</p> <p><i>any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable law in the Client's country, on the Partner, the Sub-Partners and the Experts in respect of:</i></p> <p>(a) <i>any payments whatsoever made to the Partner, Sub-Partners and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</i></p> <p>(b) <i>any equipment, materials and supplies brought into the Client's country by the Partner or Sub-Partners for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</i></p> <p>(c) <i>any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</i></p> <p>(d) <i>any property brought into the Client's country by the Partner, any Sub-Partners or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</i></p> <p>(i) <i>the Partner, Sub-Partners and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</i></p>

	<p>(ii) <i>if the Partner, Sub-Partners or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Partner, Sub-Partners or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</i></p>
<p>45.1(a) Mode of Billing and Payment</p>	<p><i>[The advance payment is an optional payment which is not connected to the deliverables. It could be made in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance Agency payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment of 10% of the Contract price or ceiling respectively in foreign currency and in local currency shall be made within 45 days after receipt of the Advance Bank Guarantee and Performance Bank Guarantee. (2) The advance bank payment guarantee and Performance Bank Guarantee shall be issued for the same amount and in the same currency(ies) as the advance payment. The advance bank guarantee shall be released when the advance payment has been fully set off. (3) Repayment of the advance payment: Time-based Contract: The advance payment will be set off by applying an amortization rate of 20% to each installment until the advance payment has been fully set off. Lump-Sum Contract: The advance payment will be set off <i>[insert "by deducting the entire amount of the advance payment from the first payment" or "by deducting half of the advance payment amount from the first two payments"</i>
<p>45.1(b) (time-based)</p>	<p><i>[Delete this Clause if the Partner shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Partner shall submit to the Client itemized statements at time intervals of "every quarter"</p>
<p>45.1(e)</p>	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
<p>46.1 Interest on Delayed Payments</p>	<p>Not Applicable</p>

<p>46.2 Damages</p>	<p>Not Applicable</p>
<p>49. Dispute Resolution</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>FIDIC</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Partner shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.</i>]. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	<ol style="list-style-type: none"> 2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on

	<p>International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Partner's home country [<i>Note: If the Partner consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Partner [<i>Note: If the Partner consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Partner's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Partner's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Partners concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Partner's country</i>]; (b) the [<i>type of language</i>] language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

APPENDIX 1: KPLC FIBRE NETWORK (ATTACHED).

KENYA POWER AND LIGHTING COMPANY LTD							
FIBER LINKS INVENTORY MARCH 2019							
COAST REGION	SOURCE	Source Coordinates	DESTINATION	Destination Coordinates	Cable Construction	Link Distance	Fiber cores
1	KIPEVU HT	4° 3'57.27"S, 39°39'42.40"E	RABAI	3°55'58.72"S , 39°33'34.05"E	OPGW	18	48
2	MALINDI 33	3°13'17.60"S, 40° 6'53.58"E	MALINDI OFFICE	3°13'1.31"S, 40° 7'20.39"E	ADSS	2	48
3	MALINDI 33	3°13'17.60"S, 40° 6'53.58"E	MALINDI 220	3°52'21.62"S , 39°28'51.52"E	ADSS	22	48
4	RABAI	3°55'58.72"S, 39°33'34.05"E	JOMVU	4° 0'10.96"S,39° 36'1.18"E	OPGW	11	48
5	RABAI	3°55'58.72"S, 39°33'34.05"E	KIPEVU	4° 2'24.44"S ,39°38'12.21"E	OPGW	18	48
6	RABAI	3°55'58.72"S, 39°33'34.05"E	MARIAKANI	3°52'16.64"S , 39°28'37.40"E	OPGW	16. 8	48
7	MARIAKANI	3°52'16.64"S , 39°28'37.40"E	MARIAKANI OFFICE	3°51'56.93"S, 39°28'30.78"E	ADSS	1	48
8	KANAMAI 33/11	3°55'5.24"S,3 9°45'29.97"E	KILIFI	39°51'55.88"E , 39°54'34.17"E	ADSS	45. 39	48
9	KILIFI SUBSTATION	3°39'41.56"S, 39°51'55.88"E	GEDE SUBSTATION	3°18'9.02"S,4 0° 0'43.67"E	ADSS	43. 84	48
10	GEDE SUBSTATION	3°18'9.02"S,4 0° 0'43.67"E	KAKUYUNI	3°12'31.18"S ,39°58'41.57"E	ADSS	13. 5	48
11	GEDE SUBSTATION	3°18'9.02"S,4 0° 0'43.67"E	GEDE SUBSTATION	3°18'9.02"S,4 0° 0'43.67"E	ADSS	43	48

IV. Appendices

12	DIANI	4°15'49.36"S, 39°34'15.02" E	UKUNDA	4°17'23.99"S, 39°33'52.51"E	ADSS	1	48
13	RABAI	3°55'58.72"S, 39°33'34.05" E	KWALEKPLC OFFICES, KWALE REPEATER, LIKONI, UKUNDA VIA DIANI.	4°10'0.80"S , 39°27'0.39"E	ADSS	87. 06	48
14	VOI	3°23'26.58"S, 38°34'17.52" E	KIBOKO	2°13'42.33"S, 37°43'30.31"E	OPG W	170 .9	48
15	MBARAKI	4° 3'57.27"S, 39°39'42.40" E	MAKANDE	4° 2'28.65"S,39° 39'0.02"E	ADSS	5	48
16	MAKANDE	4° 2'28.65"S,39° 39'0.02"E	KIPEVU	4° 2'24.44"S, 39°38'12.21"E	UG	2	48
17	MAKANDE	4° 2'28.65"S,39° 39'0.02"E	KIPEVU	4° 2'24.44"S, 39°38'12.21"E	OPG W	2	48
18	MAKANDE	4° 2'28.65"S,39° 39'0.02"E	NYALI	4° 3'4.68"S, 39°41'17.96"E	ADSS	7	48
19	KIPEVU HT	4° 2'24.44"S ,39°38'12.21" E	KIPEVU DIESEL	4° 2'18.08"S,39° 38'1.52"E	ADSS	0.5	48
20	MBARAKI	4° 3'57.27"S, 39°39'42.40" E	EHSE MSA	4° 3'46.18"S,39° 40'19.16"E	ADSS	2	48
21	MAKANDE SUBSTATION	4° 2'28.65"S , 39°39'0.02"E	KBL MOMBASA	4° 2'28.44"S, 39°39'6.64"E	ADSS	0.3	48
22	MARIAKANI	3°52'21.62"S , 3°52'21.62"S	VOI	3°23'26.58"S, 38°34'17.52"E	OPG W	122	48
23	VOI	3°23'26.58"S, 38°34'17.52" E	VOI OFFICE	3°23'34.04"S, 38°33'41.81"E	ADSS	2	48
24	MTITO ANDEI	2°41'22.01"S, 38° 9'30.15"E	MTITO ANDEI OFFICE	2°41'30.89"S, 38° 9'52.08"E	ADSS	1.5	48
25	VOI	3°23'26.58"S, 38°34'17.52" E	WUNDANYI THROUGH MWATATE	3°23'54.53"S, 38°21'48.65"E	ADSS	42. 01	48
					TOT AL	679 .8	
NAIROBI REGIO N							
1	KIBOKO	2°13'42.33"S, 37°43'30.31" E	JUJA RD	1°15'18.84"S, 36°54'22.12"E	OPG W	156 .7	48
2	KIBOKO	2°13'42.33"S, 37°43'30.31" E	EMALI OFFICE	2° 4'51.52"S, 37°28'40.08"E	ADSS	34	48

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3	JUJA RD	1°15'18.84"S, 36°54'22.12" E	DANDORA	1°15'41.30"S, 36°54'54.99"E	OPG W	1.8	48
4	DANDORA	1°15'41.30"S, 36°54'54.99" E	NAIROBI NORTH	1°10'0.24"S, 36°38'28.39"E	OPG W	51. 8	48
5	NAIROBI NORTH	1°10'0.24"S, 36°38'28.39" E	LIMURU SSTN	1° 6'40.28"S,36° 38'43.63"E	ADSS	15	48
6	NAIROBI NORTH	1°10'0.24"S, 36°38'28.39" E	CIANDA	1° 7'24.36"S,36° 45'26.78"E	ADSS	10	48
7	LIMURU SSTN	1° 6'40.28"S,36° 38'43.63"E	LIMURU OFFICE	1° 6'32.18"S, 36°38'36.37"E	ADSS	5	48
8	DANDORA	1°15'41.30"S, 36°54'54.99" E	EMBAKASI	1°20'24.37"S, 36°52'25.95"E	OPG W	13. 6	48
9	EMBAKASI	1°20'24.37"S, 36°52'25.95" E	AIRPORT	1°20'34.69"S, 36°54'47.50"E	ADSS	7	48
10	EMBAKASI	1°20'24.37"S, 36°52'25.95" E	NAIVASHA	0°47'53.99"S, 36°27'43.86"E	OPG W	96	48
11	JUJA RD	1°15'18.84"S, 36°54'22.12" E	NAIROBI SOUTH	1°18'0.49"S,3 6°53'7.79"E	ADSS	7	48
12	NAIROBI SOUTH	1°18'0.49"S,3 6°53'7.79"E	LIKONI RD STORE	1°18'12.63"S, 36°51'21.69"E	ADSS	3	48
13	LIKONI RD STORE	1°18'12.63"S, 36°51'21.69" E	ISIOLO RD OFFICE	1°18'26.89"S, 36°50'46.58"E	ADSS	3	48
14	LIKONI RD STORE	1°18'12.63"S, 36°51'21.69" E	DONHOLM SS	1°17'32.58"S, 36°50'29.77"E	ADSS	3	48
15	DONHOLM SS	1°17'32.58"S, 36°50'29.77" E	MUTHURWA	1°17'13.68"S, 36°50'8.13"E	ADSS	2	48
16	JUJA RD	1°15'18.84"S, 36°54'22.12" E	KOMAROCK	1°15'41.25"S, 36°54'27.13"E	ADSS	2	48
17	KOMAROCK	1°15'41.25"S, 36°54'27.13" E	NAIROBI SOUTH	1°18'0.49"S,3 6°53'7.79"E	ADSS	5	48
18	KOMAROCK	1°15'41.25"S, 36°54'27.13" E	RUAI	1°15'18.67"S, 36°58'6.04"E	ADSS	5	48
19	JUJA RD	1°15'16.78"S , 1°15'16.78"S	RUARAKA 132	1°12'59.31"S, 36°53'39.73"E	OPG W	7.5	48

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20	RUARAKA 132	1°12'59.31"S, 36°53'39.73" E	PARKLANDS	1°16'16.55"S, 36°49'14.99"E	ADSS	9	48
21	RUARAKA	1°12'59.31"S, 36°53'39.73" E	RUIRU	1° 8'50.77"S, 36°57'48.62"E	ADSS	9	48
22	PARKLANDS	1°16'16.55"S, 36°49'14.99" E	WESTLANDS	1°15'25.17"S, 36°47'58.05"E	ADSS	5	48
23	PARKLANDS	1°16'16.55"S, 36°49'14.99" E	CATHEDRAL	1°17'6.18"S, 36°49'1.72"E	UG	3	48
24	CATHEDRAL	1°17'6.18"S, 36°49'1.72"E	NAIROBI WEST	1°18'37.84"S , 36°49'42.06"E	UG	3	48
25	NAIROBI WEST	1°18'37.84"S , 36°49'42.06" E	KAREN SS	1°18'51.52"S, 36°43'16.56"E	ADSS	13	48
26	KAREN SS	1°18'51.52"S, 36°43'16.56" E	NGONG HILLS	1°21'49.84"S, 36°39'26.47"E	ADSS	17	48
27	KAREN SS	1°18'51.52"S, 36°43'16.56" E	DAGORETTI OFFICE	1°17'49.98"S, 36°45'32.86"E	ADSS	6	48
28	NAIROBI WEST	1°18'37.84"S , 36°49'42.06" E	NGONG RD SS	1°17'56.23"S, 36°48'6.03"E	ADSS	5	48
29	NGONG RD SS	1°17'56.23"S, 36°48'6.03"E	KILELESHWA SS	1°16'58.37"S, 36°47'11.47"E	ADSS	4	48
30	NAIROBI WEST	1°18'37.84"S, 36°49'42.06" E	EMBAKASI	1°20'24.37"S, 36°52'25.95"E	ADSS	13	48
31	EMBAKASI	1°20'24.37"S, 36°52'25.95" E	ATHI RIVER	1°26'56.92"S, 36°58'0.67"E	ADSS	26	48
32	ATHI RIVER	1°26'56.92"S, 36°58'0.67"E	KAJIADO SS	1°49'56.49"S, 36°48'11.68"E	ADSS	47. 5	48
33	KAJIADO SS	1°49'56.49"S, 36°48'11.68" E	NAMANGA	2°32'49.19"S, 36°47'22.00"E	ADSS	89	48
34	ATHI RIVER	1°26'56.92"S, 36°58'0.67"E	MACHAKOS SS	1°31'15.35"S, 37°14'14.00"E	ADSS	35	48
35	MACHAKOS SS	1°31'15.35"S, 37°14'14.00" E	MACHAKOS OFFICE	1°31'15.35"S , 37°14'14.00"E	ADSS	3	48
36	KIKUYU SS	1°13'58.39"S, 36°39'36.37" E	RIRONI SS	1°10'0.28"S, 36°38'28.29"E	ADSS	8	48

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37	DAGORETTI SS	1°18'47.52"S , 36°41'50.79" E	KIKUYU SS	1°13'58.39"S, 36°39'36.37"E	ADSS	8	48
38	KAREN SS	1°18'51.52"S, 36°43'16.56" E	DAGORETTI SS	1°18'47.52"S , 36°41'50.79"E	ADSS	7	48
39	KABETE SS	1°15'59.04"S, 36°43'22.66" E	KAREN SS	1°18'51.52"S, 36°43'16.56"E	ADSS	7	48
40	LOWER KABETE SS	1°14'19.45"S, 36°44'4.31"E	KABETE SS	1°15'59.04"S, 36°43'22.66"E	ADSS	3	48
41	NAIROBI NORTH SS	1°10'56.50"S, 36°43'1.28"E	LOWER KABETE SS	1°14'19.45"S, 36°44'4.31"E	ADSS	15	48
42	RIRONI SS	1°10'0.28"S, 36°38'28.29" E	NAIROBI NORTH SS	1°10'56.50"S, 36°43'1.28"E	ADSS	15	48
43	RIRONI SS	1°10'0.28"S, 36°38'28.29" E	LIMURU SS	1° 6'40.28"S, 36°38'43.63"E	ADSS	9	48
44	LIMURU SSTN	1° 6'40.28"S, 36°38'43.63" E	UPLANDS 66/11KV SS	1° 2'3.67"S, 36°37'36.88"E	ADSS	9.3	48
45	RUARAKA S/ST	1°12'59.31"S, 36°53'39.73" E	RIDGEWAYS S/ST	1°13'21.74"S, 36°50'24.04"E	ADSS	8.7 1	48
46	RIDGEWAYS S/ST	1°13'21.74"S, 36°50'24.04" E	KIAMBU OFFICE	1°10'16.91"S, 36°49'41.42"E	ADSS	7.5 1	48
47	RIDGEWAYS SS	1°13'21.74"S, 36°50'24.04" E	KITSURU	1°13'8.76"S, 36°46'27.86"E	ADSS	13. 7	48
48	KITSURU	1°13'8.76"S, 36°46'27.86" E	GIGIRI	1°14'15.25"S, 36°48'54.77"E	ADSS	5.5	48
49	GIGIRI	1°14'15.25"S, 36°48'54.77" E	UNEP	1°14'15.28"S, 36°48'54.75"E	ADSS	1.0 5	48
50	UHURU GARDENS 252784.64ME, 9854013.37M S	1°19'28.06"S, 36°47'54.67" E	MATASIA SS	1°24'20.00"S, 36°42'57.08"E	ADSS	18. 8	48
51	MATASIA SS	1°24'20.00"S, 36°42'57.08" E	ONGATARON GAI OFFICES	0°32'22.52"S, 36°57'16.50"E	ADSS	4	48
53	EMALI OFFICE	2° 4'51.52"S, 37°28'40.08" E	WOTE OFFICES	1°47'40.52"S, 37°38'2.31"E	ADSS	43. 72	48
54	RUAI OFFICE	1°16'5.59"S,3 6°59'31.97"E	TALA OFFICES	1°16'17.70"S, 37°20'28.65"E	ADSS	40. 3	48
55	KIBOKO SS	2°13'42.74"S,	KIBWEZI OFFICES	2°24'51.59"S, 37°57'56.96"E	ADSS	39. 01	48

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		37°43'30.80" E					
56	NAIROBI WEST SS	1°18'37.84"S , 36°49'42.06" E	RAGATI SS	1°17'43.78"S, 36°48'48.29"E	ADSS	1.5	48
57	RAGATI SS	1°17'43.78"S, 36°48'48.29" E	NGONG ROAD SS	1°17'55.81"S, 36°48'5.35"E	ADSS	2	48
58	Ragati SS (BRITAM Round About)	1°17'53.93"S, 36°48'48.76" E	ERC	1°18'0.50"S, 36°48'50.35"E	ADSS	0.9 4	48
59	ALLSOPS TEE OFF	1°14'44.70"S,	BABA DOGO SS	1°14'34.54"S, 36°53'25.27"E	ADSS	7.3	48
60	BABA DOGO SS	1°14'34.54"S, 36°53'25.27" E	BABA DOGO OFFICE	1°14'34.84"S, 36°53'27.13"E	ADSS	1.6	48
61	BOMAS T-OFF	1°20'35.53"S, 36°46'1.24"E	LANGATA ROAD SUBSTATION	1°20'31.32"S, 36°45'28.44"E	ADSS	1	48
62	EPZ KITENGELA	1°28'3.95"S, 36°57'38.37" E	KPLC OFFICE	1°28'22.98"S, 36°58'4.48"E	ADSS	1.3	48
63	NAIROBI WEST SS	1°18'37.84"S, 36°49'42.06" E	KAWI HOUSE	1°19'29.91"S, 36°49'58.00"E	ADSS	2.6 1	48
64	JEEVANJE	1°17'14.31"S, 36°49'47.54" E	MUTHURWA	1°17'13.68"S, 36°50'8.13"E	ADSS	0.8 5	48
					TOT AL	998 .6	
	CENTR AL RIFT						
1	NAIRONI NORTH	1°10'56.50"S, 36°43'1.28"E	OLKARIA II	0°51'56.76"S, 36°17'54.07"E	OPG W	69. 5	48
2	OLKARIA II	0°51'56.76"S, 36°17'54.07" E	OLKARIA I AU	0°53'37.60"S, 36°18'26.34"E	OPG W	5	48
3	OLKARIA I AU	0°53'37.60"S, 36°18'26.34" E	NAIVASHA 132	0°43'26.37"S, 36°25'53.15"E	OPG W	24	48
4	OLKARIA I AU	0°53'37.60"S, 36°18'26.34" E	OLKARIA I	0°53'37.60"S, 36°18'26.34"E	OPG W	3	48
5	OLKARIA II	0°51'56.76"S, 36°17'54.07" E	OLKARIA III	0°53'18.31"S, 36°15'23.87"E	OPG W	10	48
6	NAIVASHA 132	0°43'26.37"S, 36°25'53.15" E	NAIVASHA OFFICE	0°42'23.89"S, 36°25'40.21"E	FIG 8	11	24
10	NAIVASHA 132	0°43'26.37"S,	LANET	0°18'12.04"S, 36° 8'20.45"E	OPG W	71	48

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		36°25'53.15" E					
8	LANET	0°18'12.04"S, 36° 8'20.45"E	NAKURU EHSE	0°17'10.28"S, 36° 4'16.24"E	FIG 8	9	24
9	NAKURU EHSE	0°17'10.28"S, 36° 4'16.24"E	NAKURU DEPOT	0°17'9.10"S, 36° 3'33.22"E	FIG 8	3	48
10	LANET	0°18'12.33"S, 36° 8'20.27"E	GILGIL 33	0°28'26.33"S, 36°17'57.01"E	ADSS	33	48
11	GILGIL 33	0°28'26.33"S, 36°17'57.01" E	GILGIL OFFICE	0°29'48.85"S, 36°19'8.21"E	ADSS	3	48
12	LANET	0°18'11.35"S, 36° 8'20.60"E	MAKUTANO	0° 3'49.02"S, 35°38'58.25"E	OPG W	73	48
13	NAKURU WEST (SOILO) SS	0°16'48.23"S, 36° 2'18.82"E	NAKURU DEPOT	0°17'9.10"S,3 6° 3'33.22"E	ADSS	3.2 2	48
14	CHEMOSIT SS	0°29'20.42"S, 35° 9'54.38"E	LITEIN 744695.62ME, 9934780.03MS	0°34'34.34"S, 35°11'25.85"E	ADSS	12. 44	48
15	LITEIN 744695.62ME, 9934780.03MS	0°34'34.34"S, 35°11'25.85" E	BOMET SS	0°47'11.13"S, 35°20'21.82"E	ADSS	38	48
	BOMET SS	0°47'11.13"S, 35°20'21.82" E	BOMET KPLC OFFICE	0° 46.988'S,35° 20.444'E	ADSS	0.1 5	
16	LITEIN 744695.62ME, 9934780.03MS	0°34'34.34"S, 35°11'25.85" E	SOTIK SS	0°41'33.63"S, 35° 4'23.31"E	ADSS	22. 26	48
17.1	LITEIN JUNCTION 744695.62mE, 9934780.03mS	0°34'34.34"S, 35°11'25.85" E	MOGOGOSIE K SS	0°37'15.02"S, 35°16'52.61"E	ADSS	12. 3	48
17.9	SOTIK SPUR		SOTIK KPLC OFFICE	0°41'38.68"S, 35° 6'43.37"E	ADSS	0.9	48
18.7	SOTIK SS	0°41'33.63"S, 35° 4'23.31"E	MATUTU	0° 43.203'S,35° 2.337'E	ADSS	5.2	48
19.5	MAKUTANO 132/33 SS	0° 3'49.02"S, 35°38'58.25" E	RAVINE OFFICES	0° 3'6.46"N, 35°43'39.21"E	ADSS	18. 55	48
20.3	NAIVASHA(SU SWA) 132/33 SS	0°47'53.08"S, 36°27'42.41" E	KIHOTO 33/11 SS	0°43'26.37"S, 36°25'53.15"E	ADSS	9.2 4	48
21.1	KIHOTO 33/11 SS	0°43'26.37"S, 36°25'53.15" E	NAIVASHA OFFICE	0°42'23.89"S, 36°25'40.21"E	ADSS	3.4	48
21.9	NAKURU DEPOT	0°17'9.10"S, 36° 3'33.22"E	MENENGAI HILLS	0°15'38.87"S, 36° 5'18.25"E	ADSS	8.1 1	48
22.8	SOBEA JUNCTION	0°14'18.61"S, 35°56'48.46" E	RONGAI SS	0°12'4.99"S, 35°51'4.24"E	ADSS	25	48

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23.6	RONGAI SS	0°12'4.99"S, 35°51'4.24"E	ELBURGON SS	0°18'8.14"S,3 5°49'2.84"E	ADSS	13	48
24.4	ELBURGON SS	0°18'8.14"S,3 5°49'2.84"E	MOLO OFFICE	0°15'15.61"S, 35°44'6.82"E	ADSS	14. 5	48
25.2	MOLO KPLC OFFICES	0°15'15.61"S, 35°44'6.82"E	LONDIANI RF SITE	0°06'42.7"S ,35°43'39.6"E	ADSS	23. 02	48
26	NAKURU WEST (SOILO) SS	0°16'53.90"S, 36° 2'16.57"E	KABARAK SS	0° 6'51.89"S, 35°56'29.10"E	ADSS	30. 8	48
26.8	GILGIL OFFICE	0°29'48.85"S, 36°19'8.21"E	NYAHURURU SS	0° 1'34.76"N,36° 21'54.48"E	ADSS	69. 71	48
27.6	OLKARIA 1	0°53'37.60"S, 36°18'26.34" E	NAROK SS	1° 5'21.29"S, 35°52'10.79"E	ADSS	68. 9	48
28.4	LANET	0°18'12.04"S, 36° 8'20.45"E	BAHATI SS	0°11'43.10"S, 36° 9'14.50"E	ADSS	16. 4	48
29.2	NAIVASHA 132	0°43'26.37"S, 36°25'53.15" E	MUGUMU SS	0°52'19.27"S, 36°34'13.15"E	ADSS	20. 8	48
30.1	LANET SS		NAKURU DEPOT	0°17'9.10"S,3 6° 3'33.22"E	ADSS	12. 9	48
					TOT AL	743 .3	
NORTH RIFT							
1	MAKUTANO	0° 3'49.02"S, 35°38'58.25" E	LESSOS	0°13'10.18"N, 35°17'42.85"E	OPG W	53	48
2	LESSOS	0°13'10.18"N, 35°17'42.85" E	ELDORET 132	0°30'3.38"N,3 5°15'47.19"E	OPG W	33	48
3	ELDORET 132	0°30'3.38"N,3 5°15'47.19"E	ELDORET DEPOT	0°30'22.87"N, 35°17'59.57"E	FIG 8	7	24
4	LESSOS	0°13'10.18"N, 35°17'42.85" E	KAPSABET 33	0°12'22.29"N, 35° 8'53.95"E	FIG 8	20	24
5	KAPSABET 33	0°12'22.29"N, 35° 8'53.95"E	KAPSABET OFFICE	0°12'8.70"N,3 5° 5'52.62"E	FIG 8	6.6 4	24
6	ELDORET DEPOT	0°31'28.97"N, 35°15'53.23" E	ELDORET KVDA	0°31'8.57"N, 35°16'27.73"E	FIG 8	1.5	24
7	RIVATEX(EDO RERT 132/33) S/S	0°30'3.38"N,3 5°15'47.19"E	ELDORET DEPOT 33/11 SS	0°30'22.87"N, 35°17'59.57"E	ADSS	5.5	
8	RIVATEX(EDO RERT 132/33) S/S	0°30'3.38"N,3 5°15'47.19"E	SOSIANI 33/11 SS	0°32'47.60"N, 35°10'40.28"E	ADSS	11. 64	48

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9	SOSIANI 33/11 S/S	0°32'47.60"N, 35°10'40.28" E	MOI BARRACKS 33/11 S/S	0°38'49.15"N, 35°10'2.87"E	ADSS	12.7	48
10	MOI BARRACKS 33/11 S/S	0°38'49.15"N, 35°10'2.87"E	KITALE 33/11 SS	1° 1'25.27"N, 35° 0'32.93"E	ADSS	50.91	48
11	KITALE DEPOT 33/11S/S	1° 1'25.27"N, 35° 0'32.93"E	KITALE KPLC OFFICE	1° 1'41.40"N, 35° 0'27.54"E	ADSS	1.2	48
12	KAPLAMAI JUNCTION 1057.163N, 3504'108E.		KAPLAMAI 33/11 S/S	0°58'34.58"N, 35° 6'4.16"E	ADSS	4.92	48
13	SPUR AT MAILISABA		CHERENGAN Y 33/11 SS	1° 5'27.46"N, 35° 4'41.95"E	ADSS	0.6	48
14	KITALE DEPOT 33/11S/S	1° 1'25.27"N, 35° 0'32.93"E	KAPENGURIA 33/11 SS	1°15'35.05"N, 35° 6'1.38"E	ADSS	35	48
15	KAPENGURIA TOWN	1°14'51.30"N, 35° 6'39.90"E	KAPENGURIA KPLC OFFICE	1° 15.525"N, 35° 5.826"E	ADSS	0.5	48
16	KAPENGURIA 33/11 SS	1°15'35.05"N, 35° 6'1.38"E	KAPENGURIA RF SITE	1°17'32.54"N, 35° 6'40.30"E	ADSS	9.8	48
17	ELDORET DEPOT33/11 SS	0°31'28.97"N, 35°15'53.23" E	ITEN 33/11 SS	0°39'17.24"N, 35°29'58.19"E	ADSS	35	48
18	ITEN33/11	0°39'17.24"N, 35°29'58.19" E	KPLC ITEN OFFICE	0° 40.233"N, 35° 30.486"E	ADSS	2.4	48
20	ELDORET INDUSTRIAL 33/11 SS	0°30'22.87"N, 35°17'59.57" E	SAFARICOM KAPSOYA HILLS	0°31'18.48"N, 35°18'44.74"E	ADSS	3.1	48
21	ELDORET INDUSTRIAL 33/11 SS	0°30'22.87"N, 35°17'59.57" E	RIVATEX(ED ORERT 132/33) S/S	0°30'3.38"N,3 5°15'47.19"E	ADSS	6.9	48
22	ELDORET INDUSTRIAL 33/11 SS	0°30'22.87"N, 35°17'59.57" E	RVTTI	0°30'17.54"N, 35°18'17.21"E	ADSS	1.05	48
23	ELDORET DEPOT33/11 SS	0°30'22.87"N, 35°17'59.57" E	MIYODI OFFICE		ADSS	1.4	48
					TOTAL	303.76	
WEST KENYA							
1	LESSOS	0°13'10.18"N, 35°17'42.85" E	MUSAGA	0°27'4.86"N, 34°43'46.96"E	OPG W	71.1	48
2	LESSOS	0°13'10.18"N, 35°17'42.85" E	MUHORONI	0° 9'0.35"S, 35°11'6.69"E	OPG W	57.84	48

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3	MUHORONI	0° 9'0.35"S, 35° 11'6.69"E	CHEMOSIT	0°29'20.42"S, 35° 9'54.38"E	OPG W	32	48
4	CHEMOSIT	0°29'20.42"S, 35° 9'54.38"E	KERICHO SS	0°22'39.84"S, 35°15'55.88"E	ADSS	19. 5	16
5	KERICHO SS	0°22'39.84"S, 35°15'55.88" E	KERICHO OFFICE	0°22'14.02"S, 35°16'58.97"E	ADSS	3	48
9	MUHORONI	0° 9'0.35"S, 35° 11'6.69"E	KISUMU	0° 3'31.08"S, 34°46'56.52"E	OPG W	50	48
10	KISUMU	0° 3'31.08"S, 34°46'56.52" E	SONDU MIRIU	0°20'33.56"S, 34°51'7.56"E	OPG W	50	48
14	MUSAGA	0°27'4.86"N,3 4°43'46.96"E	TORORO	0°38'13.82"N, 34° 7'6.63"E	OPG W	79	48
15	MUSAGA	0°27'4.86"N,3 4°43'46.96"E	MUMIAS 132	0°21'41.48"N, 34°30'11.23"E	OPG W	40	48
16	MUMIAS 132	0°21'41.48"N, 34°30'11.23" E	MUMIAS 33	0°21'29.88"N, 34°29'18.51"E	ADSS	1.7 9	48
17	MUMIAS 33	0°21'29.88"N, 34°29'18.51" E	BUNGOMA OFFICE	0°34'9.85"N, 34°33'30.45"E	ADSS	27	48
18	RANGALA 132	0° 9'18.54"N, 34°19'51.87" E	SIAYA 33	0° 4'47.58"N, 34°17'9.78"E	ADSS	12. 57	48
19	SIAYA 33	0° 4'47.58"N, 34°17'9.78"E	SIAYA OFFICE	0° 3'27.39"N, 34°17'9.70"E	ADSS	3.1	48
20	RANGALA 132	0° 9'18.54"N, 34°19'51.87" E	MASENO SS	0° 1'8.44"N, 34°35'46.66"E	ADSS	40. 12	48
21	RANGALA 132	0° 9'18.54"N, 34°19'51.87" E	BUSIA 33	0°25'58.76"N, 34° 8'53.90"E	ADSS	42	48
22	BUSIA 33	0°25'58.76"N, 34° 8'53.90"E	BUSIA OFFICE	0°27'50.43"N, 34° 6'10.52"E	ADSS	7	48
23	MUSAGA	0°27'4.86"N, 34°43'46.96" E	KAKAMEGA 33	0°16'4.96"N,3 4°45'8.31"E	ADSS	23	48
24	KAKAMEGA 33/11 SS	0°16'4.96"N, 34°45'8.31"E	KAKAMEGA OFFICE	0°17'4.73"N, 34°45'2.70"E	ADSS	2.4	48
25	MUSAGA	0°27'4.86"N, 34°43'46.96" E	WEBUYE 132	0°35'22.56"N, 34°46'25.24"E	ADSS	18. 6	48
26	WEBUYE 132	0°35'22.56"N, 34°46'25.24" E	WEBUYE / PANPAPER 33	0°35'23.05"N, 34°46'24.37"E	ADSS	1.4	48
27	WEBUYE 132	0°35'22.56"N, 34°46'25.24" E	WEBUYE OFFICE	0°36'36.85"N, 34°46'8.59"E	ADSS	6	48
28	WEBUYE 132	0°35'22.56"N,	WEBUYE HILL	0°36'51.12"N, 34°46'27.31"E	ADSS	7.1 9	48

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		34°46'25.24" E					
29	MAMBOLEO 33/11 SS	0° 3'31.08"S, 34°46'56.52" E	KISUMU EAST 33/11 SS	0° 6'56.56"S, 34°46'28.10"E	ADSS	7.0 5	48
30	KISUMU EAST 33/11 SS	0° 3'31.08"S, 34°46'56.52" E	KISUMU E/HSE	0° 6'14.44"S, 34°45'4.54"E	ADSS	3.8 9	48
31	MAMBOLEO 33/11 SS	0° 3'31.08"S, 34°46'56.52" E	MARAGOLIRP EATER	0° 0'22.47"N, 34°41'0.79"E	ADSS	22. 32	48
32	SONDU 132/33 SS	0°20'33.56"S, 34°51'7.56"E	HOMABAY 33/11 SS	0°32'52.64"S, 34°27'22.10"E	ADSS	57. 39	48
33	KENDU BAY 683770.01ME, 9959216.45MS	0°22'8.55"S, 34°38'59.45" E	KENDU BAY OFFICES	0°22'8.55"S, 34°38'59.45"E	ADSS	1.1 3	48
34	HOMABAY 33/11 SS	0°32'52.64"S, 34°27'22.10" E	HOMBAY OFFICES	0°31'33.36"S, 34°27'26.04"E	ADSS	3.4 2	48
35	KEGATI SS	0°42'45.73"S, 34°49'45.68" E	NYAMIRA SS	0°35'59.81"S, 34°56'45.52"E	ADSS	30. 89	48
36	TOMBE - 0.657659, 34.857963	0°39'27.6"S 34°51'28.7"E	RITONGO HILLS	0°37'48.69"S, 34°49'9.08"E	ADSS	6.6 1	48
37	KAKAMEGA 33// SS	0°16'4.96"N,3 4°45'8.31"E	KAKAMEGA GOLF	00 16 41.08 N, 034 45 40.79 E	ADSS	3.5	48
38	SPUR TO KIBOSWA	0° 1'32.26"S, 34°44'55.08" E	KIBOSWA SAFARICOM	0° 1'31.65"S, 34°44'39.91"E	ADSS	0.5	48
39	SPUR TO BOYANI		MAJENGO 33/11 SS	0° 1'26.88"N, 34°43'35.55"E	ADSS	0.5	48
40	SPUR AT MAJENGO	0° 2'51.77"N, 34°43'19.19" E	MBALE KPLC OFFICE	0° 4'51.35"N, 34°43'16.78"E	ADSS	5	48
41	NYAMIRA SS	0°35'59.81"S, 34°56'45.52" E	NYAMIRA RF SITE	0° 33.382'S, 34° 55.611'E	ADSS	6.8	48
42	SPUR TO NYAMIRA OFFICE	0°34'8.40"S, 34°56'5.54"E	NYAMIRA KPLC OFFICE	0° 34.139'S, 34° 56.144'E	ADSS	0.8	48
43	BUSIA SS	0°25'58.76"N, 34° 8'53.90"E	MALABA TOWER 40	0°36'2.19"N,3 4°13'30.45"E	ADSS	24	48
44	MALABA TOWER 40	0°36'2.19"N,3 4°13'30.45"E	MALABA BTS	0°38'6.13"N, 34°17'13.69"E	ADSS	12	48
45	BUNGOMA KPLC OFFICE	0°34'9.85"N,3 4°33'30.45"E	MALAKISI SS	0°40'21.53"N, 34°25'46.32"E	ADSS	45. 05	48
46	Malakisi SS	0°40'21.53"N, 34°25'46.32" E	MALAKISI Office	0°40'55.22"N, 34°25'14.21"E	ADSS	2	48

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47	NAKITUMBA SPUR		CHWELE	0°44'8.98"N, 34°34'43.99"E	ADSS	4.2	48
48	MUMIAS SS	0°21'29.88"N, 34°29'18.51" E	RANGALA	0° 9'18.54"N, 34°19'51.87"E	ADSS	35	48
49	MUMIAS SS	0°21'29.88"N, 34°29'18.51" E	MUMIAS KPLC OFFICE	0° 20.164"N, 34° 29.152"E	ADSS	4	48
50	UNGUNJA SPLICE BOX		UNGUNJA KPLC OFFICE	0°10'47.11"N, 34°17'54.73"E	ADSS	0.9 3	48
51	KISUMU E/HSE	0° 6'56.56"S,34° 46'28.10"E	KISUMU DEPOT	0° 5'38.44"S, 34°45'8.79"E	ADSS	2.2	48
52	MUHORONI 132kV SS	0°12'40.74"S, 35° 9'4.06"E	MUHORONI 33/11kV	0° 9'0.35"S, 35°11'6.69"E	ADSS	16	48
53	MUHORONI 33/11kV	0° 9'0.35"S, 35°11'6.69"E	MUHORONI Office	0° 9'14.59"S, 35°11'57.95"E	ADSS	2.8	48
54	SIAYA SS	0° 4'47.58"N,34° 17'9.78"E	BONDO OFFICE	0° 6'8.50"S, 34°16'36.68"E	ADSS	15	48
55	KEGATI SS	0°42'45.73"S, 34°49'45.68" E	KISII DEPOT	0°39'55.58"S, 34°46'15.01"E	ADSS	14	48
56	KISII DEPOT	0°39'55.58"S, 34°46'15.01" E	KISII 33/11KV SS	0°39'46.66"S, 34°44'59.38"E	ADSS	3	48
					TOTAL	924	48
MOUNT KENYA							
1	DANDORA	1°15'41.30"S, 36°54'54.99" E	KAMBURU 220	0°48'30.05"S, 37°41'18.59"E	OPG W	113	48
2	KAMBURU 220	0°48'30.05"S, 37°41'18.59" E	KAMBURU 132	0°48'18.27"S, 37°41'8.04"E	OPG W	2	48
3	KAMBURU 132	0°48'18.27"S, 37°41'8.04"E	KIVAA OFFICE	0°51'19.01"S, 37°41'44.20"E	ADSS	7	48
4	KAMBURU 132	0°48'18.27"S, 37°41'8.04"E	KINDARUMA	0°48'37.88"S, 37°48'47.39"E	OPG W	18	48
5	KAMBURU 132	0°48'18.27"S, 37°41'8.04"E	GITARU	0°47'40.59"S, 37°45'7.72"E	OPG W	10	48
6	MERU 132	0° 6'15.85"N, 37°41'8.54"E	MERU 33/11	0° 3'18.00"N,37° 38'14.00"E	ADSS	10	48
7	MERU 33/11	0° 3'18.00"N,37° 38'14.00"E	MERU OFFICE	0° 3'34.40"N , 37°38'39.52 "E	ADSS	3	48
8	MERU33/11	0° 3'18.00"N,37° 38'14.00"E	ISIOLO 33/11	0°19'56.90"N, 37°34'31.33"E	ADSS	45	48
9	ISIOLO 33/11	0°19'56.90"N,	ISIOLO OFFICE	0°21'14.00"N, 37°35'5.00"E	ADSS	3	48

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		37°34'31.33" E					
10	KAMBURU	0°48'18.27"S, 37°41'8.04"E	MASINGA	0°52'43.40"S, 37°35'19.62"E	OPG W	20	48
11	EMBU OFFICE		EMBU 33	0°32'32.57"S, 37°27'3.04"E	ADSS	2.5	48
12	EMBU 33	0°32'32.57"S, 37°27'3.04"E	EMBU EAST	0°34'11.02"S, 37°29'15.40"E	ADSS	7.6	48
13	MASINGA	0°52'43.40"S, 37°35'19.62" E	KIGANJO	0°25'52.53"S, 37° 1'43.19"E	OPG W	93	48
14	KIGANJO	0°25'52.53"S, 37° 1'43.19"E	RURINGU 33	0°26'18.89"S, 36°57'56.94"E	OPG W	15	48
15	RURINGU 33	0°26'18.89"S, 36°57'56.94" E	NYERI STIMA	0°25'11.80"S, 36°56'54.40"E	ADSS	4.6	48
16	NYERI STIMA	0°25'11.80"S, 36°56'54.40" E	DIANA CENTER	0°25'35.38"S, 36°57'24.35"E	FIG 8	2.5	48
17	KIGANJO	0°25'52.53"S, 37° 1'43.19"E	NANYUKI	0° 0'13.10"N, 37° 4'21.11"E	OPG W	50. 6	48
18	NANYUKI	0° 0'13.10"N, 37° 4'21.11"E	NANYUKI 33/11	0° 0'7.29"S, 37° 4'6.77"E	ADSS	1.1	48
19	NANYUKI 33/11	0° 0'7.29"S, 37° 4'6.77"E	NANYUKI OFFICE	0° 0'47.19"N, 37° 4'38.80"E	ADSS	2	48
20	NEW KUTUS SS	0°32'52.00"S, 37°23'35.00" E	OLD KUTUS SS	0°34'0.51"S, 37°19'34.38"E	ADSS	5.4 7	48
21	OLD KUTUS SS	0°34'0.51"S, 37°19'34.38" E	KERUGOYA	0°30'59.61"S, 37°17'30.63"E	ADSS	7.9 2	48
22	OLD KUTUS SS	0°34'0.51"S, 37°19'34.38" E	SAGANA SS	0°40'0.06"S,3 7°12'43.71"E	ADSS	17. 64	48
23	SAGANA SS	0°40'0.06"S,3 7°12'43.71"E	MURANG'A 33/11 SS	0°44'15.47"S, 37° 9'18.30"E	ADSS	14. 18	48
24	EMBU 33/11 SS	0°32'32.30"S, 37°27'2.70"E	KYENI SS	0°24'57.22"S, 37°35'16.41"E	ADSS	27. 19	48
25	KYENI SS	0°24'57.22"S, 37°35'16.41" E	CHUKAKPLC OFFICES	0°20'2.66"S, 37°38'58.17"E	ADSS	12. 55	48
26	NYERI SS/ RURINGU	0°26'18.89"S, 36°57'56.94" E	OTHAYA SS	0°32'22.52"S, 36°57'16.50"E	ADSS	19. 2	48
27	OTHAYA SS	0°32'22.52"S, 36°57'16.50" E	OTHAYA OFFICES	0°32'45.75"S, 36°56'44.37"E	ADSS	7.4	48
28	MAURA,- 0.45232, 37.045186	-0.45232, 37.045186	KARATINA SUBSTATION	0°29'2.10"S, 37° 7'40.43"E	ADSS	11. 8	48

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			& KPLC OFFICES				
29	NYERISTIMA HSE	0°25'11.80"S,	NYERI GOLF COURSE	00 25 22 S, 037 38 25 E	ADSS	1.7 3	48
30	MERU SUBSTATION	0° 6'15.85"N, 37°41'8.54"E	MERU TIMBER	00 3 26.15 N,037 38 25 E	ADSS	0.8	48
31	NEW KUTUS SS	0°32'53.50"S, 37°23'32.62" E	MWEA SS	0°39'29.71"S, 37°21'50.33"E	ADSS	13. 7	48
32	MWEA SS	0°39'29.71"S, 37°21'50.33" E	TANA POWER STATION	0°47'2.18"S, 37°15'55.39"E	ADSS	55. 6	48
					TOTAL	605 .08	
NORTH EASTER N							
1	CIANDA SS	1° 7'24.36"S, 36°45'26.78" E	GITHUNGURI KPLC OFFICES	1° 3'24.13"S, 36°46'38.98"E	ADSS	16. 29	48
2	MWINGI 132 KV	0°56'58.33"S, 38° 2'0.23"E	MWINGI OFFICE	0°56'3.40"S, 38° 3'10.79"E	ADSS	5	48
3	RUIRU 66/33/11 S/S	1° 8'49.85"S, 36°57'49.24" E	MANGU 132/66 S/S	1° 3'43.44"S, 37° 3'4.61"E	ADSS	19. 18	48
4	220KV N-KU2-112 TOWER		ODS	1° 8'24.17"S, 37°15'26.61"E	ADSS	6.3 3	48
5	MANGU 132	1° 3'43.44"S, 37° 3'4.61"E	THIKA INDUSTRIAL	1° 4'2.14"S, 37° 7'7.64"E	ADSS	5	48
6	MANGU 132	1° 3'43.44"S, 37° 3'4.61"E	THIKA 33/DEPOT	1° 2'27.98"S,37° 4'48.14"E	ADSS	5	48
7	THIKA 33/DEPOT	1° 2'27.98"S,37° 4'48.14"E	THIKA ARCADE OFFICE	1° 2'12.44"S,37° 4'25.92"E	ADSS	1	48
8	CIANDA SS	1° 7'24.36"S, 36°45'26.78" E	GITHUNGURI SS	1° 4'1.86"S, 36°45'4.75"E	ADSS	10	48
9	CIANDA SS	1° 7'24.36"S, 36°45'26.78" E	KIRIGITI SS	1°10'24.44"S, 36°49'40.46"E	ADSS	15	48
10	GITHUNGURI SS	1° 3'26.40"S, 36°46'36.47" E	GITHUNGURI KPLC OFFICES	1° 3'31.57"S, 36°46'31.12"E	ADSS	3	48
32	KAMBURU 132	0°48'18.27"S, 37°41'8.04"E	MERU 132	0° 6'15.85"N, 37°41'8.54"E	OPG W	124	48
					TOTAL	209 .8	

APPENDIX 2 – LOTS. KPLC BUSINESS UNITS. (ATTACHED).

Table 1: Lots as per Kenya Power regions

Lots	Coverage	KPLC key Fiber Points of Presence
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<p>Lot 1: Nairobi West</p>	<ul style="list-style-type: none"> ~ The region covers areas from Parts of Industrial area, Upperhill, Community, Kilimani, Dagoretti, South C, Langata, Karen, and areas of Kajiado County including Rongai, Ngong, Kitengela, Kiserian, Isinya ,Emali, Oloitoktok and Namanga . The region has 575,627 Customers and an overhead power network span of 2,774 km. ~ KPLC existing fiber network span of 252 Km ~ Counties covered by the region include: ~ Part of Nairobi ~ Kajiado ~ Part of Makueni County(Emali) 	<p>Kajiado Office Namanga Office Athi river/ EPZ Substation Kitengela Office Emali Office Sultan Hamud Stn, Karen, Ngong- Town/Hills Matasia Ongata-Rongai</p>
<p>Lot 2: Nairobi North</p>	<ul style="list-style-type: none"> ~ The region spans the Nairobi CBD, Parts of Eastlands including Huruma, Mathare, Dandora, Kariobangi, Ruaraka, Westlands, Muthaiga, Parklands, Ruaka, Kasarani, Baba Dogo, Ngumba, Roysambu, Kahawa and Githurai . The region has over 774,897 customers and an overhead power network span of 740 km ~ KPLC existing fiber network span of 160 km ~ Counties covered by the region include: <ul style="list-style-type: none"> • Part of Nairobi • Part of Kiambu 	<p>Dandora S/S. Parklands S/S Ruaraka/Roysambu S/S Ruaraka Complex S/S Ridgeways S/S Kitisuru S/S Westlands S/S Huruma S/S Baba Dogo S/S NCC Juja S/S</p>
<p>Lot 3: Nairobi South</p>	<ul style="list-style-type: none"> ~ The region covers Industrial Area, Parts of Eastlands, Embakasi, Ruai, parts of Makueni County including Kangundo, Wote, Kibwezi, Kiboko, Mtito-andei and parts of Machakos County including Mlolongo, Athi-River town ,Syokimau, Machakos Town. ~ The region has over 641,860 Customers and an overhead power network span of 7,751 km. ~ KPLC existing fiber network span of 524 Km ~ Counties covered by the region are part of: <ul style="list-style-type: none"> • Nairobi • Machakos • Makueni • Kiambu 	<p>Kiboko S/S Embakasi S/S Machakos S/S & Office Kiboko S/S Kibwezi Office Wote Office Mlolongo Office Athi River S/S Konza S/S New Airport S/S Ruai Office EADC Villa Franca S/S Kilimambogo Hill</p>
<p>Lot 4: Central Rift</p>	<ul style="list-style-type: none"> ~ The region covers Nakuru town, Subukia, Elburgon, Molo, Rongai, Kabarak, Londiani, Kericho, Litein, Mogogosiek, Bomet, Sotik, Eldama Ravine, Kabarnet, Narok, Naivasha, Gilgil, Olkaria, Olkalau and Nyahururu. ~ The region has over 604,522 Customers and an overhead network span of 14,941 km. ~ KPLC existing fiber network span of 754 Km. ~ Counties covered by the region are: <ul style="list-style-type: none"> • Nakuru • Narok • Kericho • Baringo 	<p>Naivasha 132 S/S Naivasha Office Lanet S/S Makutano S/S Chemosit S/S Soilo S/S Gilgil S/S & Office Narok S/S & Office Elburgon S/S Londiani Molo Office</p>

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	<ul style="list-style-type: none"> • Bomet • Nyandarua • Parts of Laikipia • Samburu 	<p>Kericho S/S & Office Kabarak S/S Bomet Mogogosiek Magumu S/S Ol-Kalau S/S Nyahururu Office Bahati S/S</p>
<p>Lot 5: North Rift</p>	<ul style="list-style-type: none"> - The region covers Eldoret , Kapsabet, Nandi Hills, Lessos, Iten, Kitale, Burnt Forest, Kesses, Turbo, Lodwarand Kapenguria. - The region has over 468,551 Customers and an overhead power network span of 10,577 km - KPLC existing fiber network span of 434 Km - Counties covered by the region are: <ul style="list-style-type: none"> • Nandi • Elgeyo Marakwet • Trans Nzoia • Turkana • Uasin Gishu • West Pokot 	<p>Lessos S/S Eldoret Rivatex S/S Kitale S/S & Office Kapenguria S/S & Office Kapsabet S/S & Office Iten Office Eldoret Depot S/S Eldoret Industrial S/S KVDA Plaza Nandi Hills S/S Moi-Barraks S/S Kapsoya Hill</p>
<p>Lot 6: North Eastern</p>	<ul style="list-style-type: none"> - The region covers Kiambu, Ruiru, Thika, Limuru, Uplands,Kitui, Mwingi, Garissa, Gatundu, Githunguri, Kikuyu, Juja, Wajir, Mandera and Marsabit. - The region has over 640,326 Customers and an overhead network span of 6,781 km. - KPLC existing fiber network span of 157 Km - Counties covered by the region are: <ul style="list-style-type: none"> • Kitui • Kiambu • Mandera • Wajir • Garissa • Marsabit 	<p>Kamburu S/S Thika Depot S/S Thika Arcade Mangu S/S Ruiru S/S JKUAT S/S Uplands S/S Limuru S/S & Office Rironi S/S Nairobi North S/S Cianda S/S Githunguri S/S Garissa Office Mwingi Office</p>
<p>Lot 7: Mount Kenya</p>	<ul style="list-style-type: none"> - The region covers Nyeri, Karatina, Nanyuki, Naromoru , Mweiga, Othaya , Embu, Kamburu, Kerugoya, Kutus , Mwea, Meru, Chuka, Isiolo, Muranga, - The region has over 541,189 Customers and an overhead network span of 10,862 km - KPLC existing fiber network span of 605 Km - Counties covered by the region are: <ul style="list-style-type: none"> • Muranga • Meru • Laikipia • Embu 	<p>Kiganjo S/S , Nanyuki S/S & Office Nyeri S/S and Office Meru S/S and Office Isiolo S/S and Office Kutus S/S Kerugoya Office Chuka Office</p>

IV. Appendices

	<ul style="list-style-type: none"> • Tharaka Nithi • Nyeri • Samburu • Kirinyaga • Isiolo 	<p>Othaya S/S and Office Embu S/S and Office Kamburu S/S Kivaa Office Masinga S/S Kindaruma S/S Gitaru S/S Tana S/S Sagana S/S Mwea S/S Kieni S/S</p>
<p>Lot 8: West Kenya</p>	<p>~ The region covers Kisumu, Siaya, Bondo, Ugunja, Rangala, Bumala, Busia, Yala, Maseno, Luanda, Majengo, Mbale, Kakamega, Mumias, Bungoma, Webuye, Chwele, Malakisi and Malaba.</p> <p>~ The region has over 523,308 Customers and an overhead power network span of 9,318 km</p> <p>~ KPLC existing fiber network span of 798 Km</p> <p>~ Counties covered by the region are:</p> <ul style="list-style-type: none"> • Kisumu • Vihiga • Bungoma • Busia • Kakamega • Siaya 	<p>Muhoroni S/S Kisumu Office Kisumu East S/S Mamboleo S/S Musaga S/S Busia S/S and Office Kakamega S/S and Office Tower 40 – Machakusi Malaba Town Siaya S/S Bondo Office Luanda S/S Nyamninia S/S Rangala S/S Webuye S/S & Office Bungoma Office Mumias S/S & Office</p>
<p>Lot 9: South Nyanza</p>	<p>~ The South Nyanza region covers Nyamira, Keroka, Kisii Town, Oyugis, Kendu Bay, Rongo, Homabay, Mfangano, Awendo, Migori and Isebania Border point. The region has 174,761 Customers and an overhead power network span of 5,261 km</p> <p>~ KPLC existing fiber network span of 123 Km</p> <p>~ Counties covered by the region are:</p> <ul style="list-style-type: none"> • Kisii • Homa Bay • Nyamira • Migori 	<p>Kisii S/S & Office Homabay S/S & Office Nyamira S/S & Office Uriri Center Kegati S/S Kendu bay office</p>
<p>Lot 10: Coast</p>	<p>~ The region covers Voi, Mwatate, Wundanyi, Mombasa, Rabai, Likoni, Diani, Ukunda, Kwale, Nyali, Shanzu, Mtwapa, Kanamai, Kilifi, Malindi, Mokowe, Lamu and Hola.</p> <p>~ The region has 466,154 Customers and an overhead power network span of 6,108 km</p>	<p>Voi S/S Mwatate S/S Wundanyi Office Maungu S/S Mariakani S/S Jomvu S/S</p>

IV. Appendices

	<ul style="list-style-type: none">~ KPLC existing fiber network span of 678 Km~ Counties covered by the region are:<ul style="list-style-type: none">• Tana River• Taita Taveta• Lamu• Kwale• Kilifi• Mombasa	Makande S/S Rabai S/S Kipevu S/S Makande S/S Nyali S/S & Office Shanzu S/S Mtwapa Office Kanamai S/S Kilifi S/S & office Malindi S/S & Office Mtito Andei Lamu Office Likoni S/S Diani Office Kwale S/S
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