



Kenya Power

TENDER No. KP1/9A.2/OT/56/PJT/18-19

**PROVISION OF LABOUR & TRANSPORT CONSTRUCTION
SERVICES**

(LOCAL TENDER)

JUNE 2019

(E-PROCUREMENT SYSTEM)

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

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SECTION I - INVITATION TO TENDER

DATE: JUNE 2019

TENDER NO. KP1/9A.2/OT/56/PJT/18-19 FOR PROVISION OF LABOUR & TRANSPORT CONSTRUCTION SERVICES

- 1.1 The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers for provision of labour & transport construction services. Interested eligible Candidates may obtain further information from the General Manager, Supply Chain, Kenya Power & Lighting Company Ltd at Stima Plaza, 3rd Floor, Kolobot Road, and P.O. Box 30099 – 00100 Nairobi, Kenya.
- 1.2 Tender documents detailing the requirements may be viewed at the KPLC E-procurement Web Portal found on the KPLC website (www.kplc.co.ke) beginning **Tuesday 04th JUNE 2019**.
- 1.3 Prospective bidders may also download the tender document from KPLC website (www.kplc.co.ke) free of charge.
- 1.4 Submission of Tender document

Completed Tenders are to be submitted in electronic format as PDF documents marked: for provision of labour & transport construction services. and submitted in the KPLC E-Procurement Web portal found on the KPLC website (www.kplc.co.ke) so as to be received on or **before Wednesday 26th June , 2019 at 10.00am**. Tenderers are required to visit the portal from time to time for revised closing dates and addendums.
- 1.5 Prices

Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for One Hundred and Eighty (180) days from the closing date of the tender. **Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT.**
- 1.6 Tenders will be opened electronically promptly thereafter in the presence of the tenderers or their representatives who choose to attend in the KPLC auditorium at Stima plaza, Kolobot road, Parklands Nairobi.
- 1.7 All Candidates whose applications will have been received before the closing date and time will be advised of the results of their applications.
- 1.8 **Pre-bid meeting**

There will be a pre-bid meeting to be held at KPLC's premises, **Kenya Power Training School (KPI) Ruaraka, Nairobi** at 10.00 am on **Tuesday 11th June 2019**. Attendance for all prospective bidders is recommended

SECTION II - TENDER SUBMISSION CHECKLIST

This order and arrangement shall be strictly adhered to as the Tender Format. Failure to submit the tender in this order and format lead to automatic disqualification. Candidates shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Submission of certified copy of Company or Firm's Registration Certificate	
2	Submission of Certified copy of Key Technical personnel ERC Registration Certificate	
3	Submission of certified copy of a Valid Tax Compliance Certificate	
4	Submission of certified Copy of business permit/ council trade license including evidence of physical address	
5	Submission and considering the Confidential Business Questionnaire: -	
6	Submission of certified copy of CR12 form	
7	Submission of Declaration Form(s) duly completed and signed.	
8	Submission and considering Tender Form duly completed, signed and that the Tender is valid for the period required	
9	Submission of a valid certified copy of registration certificate issued by National Construction Authority (NCA) for category relevant for power line construction work	
10	Submission of original verified list of completed works done within the last five (5) years and indicating the voltage & length of power lines in each of the projects (<i>the list of executed works must be verified by D&C in charge in the Regions where the works were done. For REA jobs, the Construction Manager shall verify</i>)	
11	Submission of certified copies of Audited accounts of the company for the last three financial years (Certified by a registered Certified Public Accountant) or 6 Months Bank statement for firms registered in the last one year.	
12	Evidence of ownership of equipment and tools. At least one open pickups/trucks evidence to be given vide log books bearing the company's name/name of one of the directors. (Give a list and type of relevant construction tools and equipment owned by the company evidenced by ownership documents. Provide documentary evidence of ability to lease or hire relevant tools and equipment not owned by the company)	
13	Submission of evidence of an established safety program, policies and work practices	
14	A list of Names and ranks of employees together with their assigned responsibilities together with certified copies of Curriculum Vitae and certified copies of certificates for all the Management/ Key Technical personnel (certified by an Advocate or commissioner for oaths) all attached copies of certificates and CVs must have the following: <ul style="list-style-type: none"> • <i>a copy ID of the owner</i> • <i>Tel. No. of the owner</i> • <i>and must be initialed by the owner</i> 	
15	Commitment to carry out quality construction works. Bidders must commit to carry out quality works by filling attached form.	

NB: all copies of documents must be certified by a commissioner for oaths

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender document.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.*
- g) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- h) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- i) *“The Candidate” means the person(s) submitting its application for the Tender for the supply, installation and commissioning (where applicable) of the goods, equipment and ancillary services in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Candidate”, any act of default or omission by the Candidate shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Candidate” the covenants, agreements and obligations expressed to be made or performed by the Candidate shall be deemed to be made or performed by such persons jointly and severally.*
- m) *KPLC’s “authorised person” shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or*

discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.

- n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

3.2 Eligible Tenderers

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

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

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

Successful Tenderers shall provide the services in accordance with this tender and the ensuing contract.

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

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

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

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

3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged

by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.

- 3.2.8 Tenderers shall not be under declarations as prescribed at Section XIII.
- 3.2.9 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.2.10 Those that are under the Declaration as prescribed at Section XIII whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Declarations of Eligibility

- 3.3.1 Contractors shall not be under declarations of ineligibility for corrupt, fraudulent practices or any other reasons prescribed by the PPAD or any other law.
- 3.3.2 Contractors, who are not under these declarations, shall complete the Declaration Form strictly in the form and content as prescribed at Section XII.
- 3.3.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.4 Pre-Bid Meeting

- 3.4.1 KPLC will conduct a pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.4.2 **Contractors'** designated representative is invited to attend the pre-bid meeting which will take place on **Tuesday 11th June 2019 at 10.00 am**. The venue shall be **Kenya power training school (KPI) Ruaraka, Nairobi**.
- 3.4.3 The Contractor is requested as far as possible to submit any questions in writing or be electronic means to reach KPLC through the Procurement Manager in writing at KPLC's address indicated in the Invitation to Tender before the pre-bid meeting.
- 3.4.4 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting may be transmitted to the downloaders of the Tender Document.
- 3.4.5 Non-attendance during the pre-bid meeting will not be a cause of disqualification.

3.5 Cost of Tendering

- 3.5.1 Contractors shall bear all costs associated with the preparation and submission of its Tender. KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.5.2 There are no charges for the Tender Document.

3.6 Obtaining the Tender Document

- 3.6.1 Tender documents detailing the requirements may be obtained by downloading tenders online from the KPLC website (www.kplc.co.ke). No tender documents will be issued from any KPLC office.

- 3.6.2 Within twenty-four (24) hours of downloading the tender document, the Contractors should send only by e-mail its name, e-mail address(es) and telephone/mobile number to the following: -

*The Manager, Supply Chain (Procurement)
The Kenya Power & Lighting Company Limited,
Stima Plaza, 3rd Floor, Kolobot Road, Parklands,
P. O. Box 30099 – 00100,
Nairobi, Kenya.*

*Email 1: Zanyona@kplc.co.ke
2: Jochieng@kplc.co.ke
3: JNdinya@kplc.co.ke
4: EOngalo@kplc.co.ke
Cc: AKemei@kplc.co.ke
Cc: Anisaahmed@kplc.co.ke*

3.7 Contents of the Tender Document

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

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

- 3.7.2 The contractor is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the contractor's risk and may result in the rejection of its Tender.
- 3.7.3 All recipients of the documents for the proposed engagement for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as "Private and Confidential".

3.8 Clarification of Documents

- 3.8.1 A prospective contractor requiring any clarification of the Tender Document may notify the Procurement Manager in writing or by post at KPLC's address indicated in the Invitation to Tender.
- 3.8.2 The request for clarification shall also be sent to the following: -
The Manager, Supply Chain (Procurement)
The Kenya Power & Lighting Company Limited,
Stima Plaza, 3rd Floor, Kolobot Road, Parklands,
P. O. Box 30099 – 00100,
Nairobi, Kenya.
- Email: 1: Zanyona@kplc.co.ke
2: Jochieng@kplc.co.ke
3: JNdinya@kplc.co.ke
4: EOngalo@kplc.co.ke
Cc: AKemei@kplc.co.ke
Cc: Anisaahmed@kplc.co.ke
- 3.8.3 KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPLC. Written copies of KPLC's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective law firms that have duly received the Tender Document prior to that period.

3.9 Amendment of Documents

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

3.10 Language of Tender

3.10.1 The Tender prepared by the bidder, as well as all correspondence and documents relating to the tender, exchanged between the contractor and KPLC, shall be written in English language.

3.10.2 Any printed literature furnished by the contractor may be written in another language so long as they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the contractor's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the contractor's stamp.

3.11 Documents Comprising the Tender

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

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

3.12 Tender Form

The contractor shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, and Methodology of Charging for Services amongst other information required.

3.13 Charges for Services

3.13.1 The bidder shall indicate on the appropriate table labelled as Method of Charging for Services the unit prices and rates (where applicable) when called upon to render such Services.

3.13.2 The rates and prices shall be of costs for the Services excluding VAT but inclusive of all other taxes and insurances payable. No other basis shall be accepted for evaluation.

3.14 Tender Currencies

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

3.15 Contractor's Competence and Qualifications

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

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

3.16 Conformity of Services to Tender Documents

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

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

- a) *A detailed description of the essential technical and performance characteristics of the services whether in catalogues, drawings or otherwise,*
- b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to KPLC, and,*
- c) *Duly completed Statement of Compliance to KPLC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*

3.16.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.16.1, 3.16.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service

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

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

3.17.2 KPLC or its representative(s) after giving reasonable notice to the bidders shall have the right to inspect/ test the contractor's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include any quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test/ visitation.

- 3.17.3 KPLC shall meet its own costs of the inspection/ test. Where conducted on the premises of the contractors (s), all reasonable facilities and assistance, including access to literature and documentation save for clients confidential information shall be furnished to the inspectors at no charge to KPLC.
- 3.17.4 Demonstration, Inspection/ Test/ Visitation Report(s) shall be completed by KPLC upon conclusion of the inspection/ tests/ visitations. This Report will be considered prior to appointment.

3.18 Warranty

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

3.19 Tender Security (if applicable)

- 3.19.1 The Tenderer shall furnish, as part of its Tender, as indicated in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the Tender Security Box on *KPLC Supply Chain - Procurement Department,*) on or before the opening date and time and receipt acknowledged by KPLC evidenced by a stamped copy.

***NB – Tender Security is not required for this Tender – Refer to the Appendix to Instructions to Tenderers**

- 3.19.2 The tender security shall be either one or a combination of the following: -
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

- d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form
- 3.19.3 The tender security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.19.10.
- 3.19.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee or a Standby Letter of Credit issued on behalf of local bidders, should be from a commercial bank licensed by the Central Bank of Kenya. A Tender Security in form of a Standby Letter of Credit issued on behalf of foreign bidders by foreign banks, should be confirmed by a commercial bank licensed by the Central Bank of Kenya.
- 3.19.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.19.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.19.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.26.
- 3.19.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
 - b) *KPLC determines that none of the submitted Tenders is responsive*
 - c) *a contract for the procurement is entered into.*
- 3.19.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.19.10 The Tender Security shall be forfeited –
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
 - b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.37*

- c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.38*
- d) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.18.*

3.20 Validity of Tenders

- 3.20.1 Tenders shall remain valid for a **hundred and Eighty (180) days** after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.20.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. For the purposes of evaluation and award, the PI Cover provided under paragraph 3.12 shall not be affected by any extension. A Law firm shall not be required nor permitted to modify its tender during the extended period.

3.21 Tender Format

- 3.21.1 Tender evaluation shall be done in three stages;
 - i. Checking of compulsory mandatory requirements/Preliminary stage
 - ii. Detailed evaluation/Technical stage
 - iii. Detailed financial evaluation
- 3.21.2 KPLC will determine the responsiveness of each Tender. For purposes of this Tender, a responsive Tender is one that conforms to all the requirements of the Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.21.3 The Tender shall be divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.
- 3.21.4 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Format.
- 3.21.5 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

3.22 Preparation and Signing of the Tender

- The Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.22.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -
 - a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*

b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

In either case above, the Power of Attorney shall accompany the Tender.

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

3.22.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

3.22.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.22.

3.22.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.26.

3.23 Deadline for Submission of Tenders

3.23.1 Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF form.

3.23.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.24 Modification and Withdrawal of Tenders

3.24.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.

3.24.2 No Tender may be modified after the deadline for submission of Tenders.

3.24.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where KPLC extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KPLC extends the initial validity period.

3.25 Opening of Tenders

3.25.1 KPLC shall open all Tenders promptly at the date and time specified in the KPLC tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.

3.25.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.

3.25.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.

3.25.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.26 Process to be Confidential

- 3.26.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.26.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KPLC notifies the successful bidder(s). In any event, official disclosure by KPLC of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.26.3 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

3.27 Clarification of Tenders and Contacting KPLC

- 3.27.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.27.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.27.3 Save as is provided in this paragraph and paragraph 3.22 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced.
- 3.27.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

3.28 Preliminary Evaluation and Responsiveness

- 3.28.1 Prior to the detailed Technical and Financial evaluation, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.28.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.28.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by

KPLC and cannot subsequently be made responsive by the law firm by correction of any non-conformity.

3.29 Minor Deviations, Errors or Oversights

3.29.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the Services set out in the Tender Document.

3.29.2 Such minor deviation -

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

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

3.29.4 A material deviation or reservation is one –

- a) which affects in any substantial way the scope, quality, or ability of performance of the Services;
- b) which limits in any substantial way, inconsistent with the tendering documents, KPLC's rights or the law firm's obligations under any ensuing engagement; or,
- c) whose rectification would affect unfairly the competitive position of other law firms presenting responsive tenders.

3.30 Technical Evaluation and Comparison of Tenders

3.30.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Technical Evaluation Criteria as set out in the Tender Document.

3.31 Financial Evaluation

3.31.1 The financial evaluation and comparison shall be as set out in the Financial Evaluation Criteria. The comparison shall be of the –

- a) Methodology of Charging for Services
- b) Audited Financial Statements or Bank Statements
- c) Quantified deviations, if any, as relates to any of the tender requirements

3.32 Preferences YWPWD under AGPO

3.32.1 For the certified Youth, Women and Persons with Disabilities will be applied, as long as they meet the threshold as provided for in the PPADA 2015 and the Regulations. The preference clause under section 3.31 of the Tender Document will apply.

3.33 Tender Evaluation Period

- 3.33.1 The Evaluation Committee may conduct and complete evaluation of the tender within thirty (30) days of the validity period.
- 3.33.2 Notwithstanding the above, the evaluation period as stated in the Evaluation Criteria may be extended by KPLC but in any event such evaluation will not exceed thirty (30) days and shall be done within the validity period of the tender.

3.34 Debarment of a contractor

- 3.34.1 A contractor that gives false information in the Tender about its qualification or which refuses to enter into a contract after notification of appointment shall be considered for debarment from participating in future public procurement.

3.35 Confirmation of Qualification for Appointment

- 3.35.1 KPLC may confirm to its satisfaction whether a contractor is compliant/ responsive and qualifies to be appointed to perform any eventual assignment satisfactorily.
- 3.35.2 The confirmation will take into account the contractor's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the contractor's qualifications submitted by it pursuant to paragraphs 3.11 and 3.15 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include offices and other facilities inspection and audits; cleanliness, orderliness of its offices, and, general satisfaction and good welfare of its non-lawyer staff.
- 3.35.3 An affirmative confirmation will be a prerequisite for appointment of the contractor to the KPLC Panel. A negative confirmation will result in rejection of the contractor's Tender, in which event KPLC will proceed to fill in the available gap by the next available compliant tenderer capable of performing satisfactorily.

3.36 Notification of Appointment

- 3.36.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Candidate(s) in writing that the Tenderer has been approved.
- 3.36.2 The notification of appointment shall not constitute the formation of the contract.
- 3.36.3 Simultaneously, on issuance of Notification of Appointment to the successful Candidate(s), KPLC shall notify each unsuccessful Candidate(s) in writing that the Tenderer has not been accepted.
- 3.36.4 Subject to paragraph 3.35.3, the successful bidders shall be those whose Tenders have been determined to be substantially responsive, compliant with the evaluation criteria, and further, where deemed necessary, that the contractors are confirmed to be qualified for appointment by KPLC.
- 3.36.5 The appointment of contractor shall take into account the need for KPLC to have appropriate representation in its regions.

3.37 Termination of Procurement Proceedings

- 3.37.1 KPLC may at any time terminate procurement proceedings before Notice of Appointment or Rejection and shall not be liable to any person for the termination.
- 3.37.2 KPLC shall give prompt notice of the termination to the contractors, and, on request from any law firm, give its reasons for termination within fourteen (14) days of such request.

3.38 Acceptance of Appointment

- 3.38.1 At the same time as KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.38.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC within that period of fourteen (14) days.
- 3.38.3 KPLC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.36.
- 3.38.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.38.5 Paragraph 3.32 together with the provisions of this paragraph 3.34 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.34.3.
- 3.38.6 Within fourteen (14) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be either one or a combination of the following:
 - a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 3.38.7 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.38.8 The Performance Security shall be the sum indicated in **the Appendix of Instructions to Tenderers**. It shall be in the currency of the contract price.
- 3.38.9 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.38.10 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled, and the Tender Security forfeited, in which event

KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.

3. 38.11 Paragraph 3.34, 3.35 together with the provisions of this paragraph 3. 36 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.36.5.

3.39 Corrupt or Fraudulent Practices

3.39.1 KPLC requires that contractors observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -

- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
- b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*

3. 39.2 KPLC will nullify its notification of award if it determines that the contractor recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.

3. 39.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.40 Joint Venture

3.40.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -

- a) The Tender Form and in case of a successful tender, the Contract 8ement Form, shall be signed so as to be legally binding on all partners of the joint venture.
- b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
- c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - i. for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - ii. for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
 - iii. the lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

3.40.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

The JV must be in either of the following forms –

- a) A registered JV agreement. The registration may either be :-
 - i. At the Ministry of Transport, Infrastructure, Housing and Urban Development or,
 - ii. At the Office of the Attorney General, or
 - b) A Letter of Intent to enter into a joint venture including a draft JV Agreement indicating at least the part of the Works to be executed by the respective partners.
- 3.40.3 a) The JV agreement should be signed by at least two directors from each company or firm that is a party to the JV
- b) The JV agreement must be under the company or firm seal
 - c) The Letter of Intent should be signed by at least one director from each company or firm that is a party to the intended joint venture.
- 3.40.4 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

APPENDIX TO INSTRUCTIONS TO CANDIDATES/TENDERERS

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

N o.	<i>ITC Reference Clause</i>	<i>Particulars of Appendix</i>
1.	<i>Eligible Candidates</i>	<ul style="list-style-type: none"> • <i>Only local limited liability companies whose Key Technical person is registered with ERC are eligible to apply.</i> • <i>The proposed technical person should be a full time employee of the bidder.</i> • <i>However, successful bidders will be required to register their firms with ERC within six Months from the date of notification for award.</i> • <i>Upon expiry of six months, firms that will not have registered with ERC shall be barred from rendering further Labour and Transport Construction services to KPLC.</i> <p><u>Note</u></p> <ol style="list-style-type: none"> 1) <i>Directors in one company should not be associated in any other bidding company within this tender. If one or more directors appear in more than one company, ALL those companies associated will be disqualified.</i> 2) <i>If discovered that a director(s) have other companies and bid through proxies, ALL those companies will be disqualified.</i> 3) <i>Bidders including directors of firms who participated and were successful in the previous Tender No. KP1/9A.2/OT/05/18-19 are ineligible to participate in this Tender.</i>
2.	<i>3.16.2 Contract period</i>	<i>It shall last for Two (2) years from the date of appointment</i>
3.	<i>3.23 Tender Submission, Tender Number of Sets of and Tender Format</i>	<p><i>Bidders shall ensure that:</i></p> <ul style="list-style-type: none"> • <i>Only one document is submitted on the e-procurement portal.</i> • <i>They upload all the required documents in pdf format into the web portal.</i> • <i>Documents shall be arranged according to order in the check list and as requested in specific sections</i>
4	<i>Performance bond</i>	<i>The successful bidder shall furnish an annual performance bond being the sum of Ksh 500,000.00</i>
5.	<i>3.25 Opening of Tenders</i>	<i>The tender shall be opened electronically at Stima Plaza Auditorium on 26th June 2019 and bidders are Encouraged to participate</i>
6.	<i>3.19 Tender Security</i>	<i>Tender Security is not applicable to this Tender</i>
7.	<i>Documentary evidence of financial capability</i>	<i>The audited financial statements required must be those that are reported within 3 years (36) calendar months of the date of the tender document. The statement must be stamped and signed. The auditors must be currently registered as a practicing by ICPAK.</i>

		<i>(For companies or firms that are registered or incorporated within the last one calendar year of date of the tender document, they should submit certified copies of Bank statements covering a period of at least six (6) months prior to the date of the tender document. The copies should be certified by the issuing bank. The certification should be original)</i>
8.	Mode of Award of Contract	<p>1. For contractor who choose to work from KPLC Regions, they shall be required to choose ONLY ONE preferred category of works in one KPLC FBBU (Feeder Based Business Units) of choice by ticking (✓) either New Connection works or Maintenance works.</p> <p>2. For contractors who choose to work from KPLC central office, they shall be required to choose ONLY ONE preferred category of works in one KPLC Region of choice by ticking (✓) either New Connection works or Maintenance works.</p> <p>3. Incase of a total cost tie between two bidders in one FBBU, the one who scored higher in the Technical scores shall be awarded, and incase it is a tie in both total cost and technical score then the one with the most experience in work and staff shall be awarded.</p> <p>Note</p> <p>a) Bidders shall not be allowed to choose more than one FBBU for Regional Jobs or More than one Region for Central office Jobs</p> <p>b) Bidders can only choose either Central Office or Regional/FBBU jobs BUT not both</p> <p>c) Bidders shall not be allowed to choose more than one category of works (New Connection or maintenance works).</p> <p>d) Bidders who contravene the above requirements shall be disqualified</p> <p>e) Award of services shall be based on the lowest evaluated sum of quoted unit rates submitted by bidders. i.e. lowest evaluated bid per category in an FBBU for Regional Jobs and lowest evaluated bid per category in a Region for Central office Jobs (for New Connection or maintenance/emergency/breakdown category of works)</p>
9.	Insurance	<i>Successful contractors shall be required to take Insurance Cover for the project and materials worth Kshs 10,000,000.00 (10 million) and shall be obtained from reputable Insurance Companies. The Contractors All risks policy shall be jointly in favour of KPLC and the Contractor</i>

SECTION IV – SCHEDULES OF SERVICES

a) NEW CONNECTIONS WORKS

Table 1 – Low voltage and Medium Voltage works

No.	LOW VOLTAGE DESCRIPTION OF WORKS
1	Pole hole digging per foot.
2	Wooden Pole erection
3	Pole dressing including pole caps (1 wire) for both concrete poles and wooden poles
4	Concrete Pole erection
5	Pole recovery (wooden)
6	Pole recovery (concrete)
7	Stay hole digging per ft (soft soil including murrum)
8	LV Stay making and installation
9	Flying stay making & installation (excluding installation of the flying stay pole)
10	Strut making & erection (wooden poles only)
11	Bush clearing/tree cutting per km as per KPLC standards. For both new lines and existing lines
12	Single conductor stringing per km (Bare/PVC 50sqmm & 100sqmm)
13	LV ABC stringing (both 4 wire & 2-wire) per km
14	LV ABC Termination and jointing per phase
15	ABC recovery per km
16	PME installation
17	Single Phase Meter Installation (Post Paid)
18	Single Phase Meter Installation (Pre - Paid)
19	Three Phase Meter Installation (Post Paid)
No	11KV & 33KV WORK DESCRIPTION
	NB. All works shall be done in strict compliance with KPLC construction standards
20	Pole hole digging per foot. - <i>This rate applies to non-rocky holes.</i>
21	Pole Hole reinforcement for marshy and rocky soil conditions per foot of reinforcement. i.e. (3ftX3ftX1ft deep) - <i>This rate involves digging 3ftx3ft wide hole up to a minimum of 4ft deep for rocky soil profile and appropriate hole depth for a given pole size where the hole is in a marshy ground. The hole will be reinforced using a bottomless drum/barrel, sand, cement, ballast and steel mesh where appropriate. (this rate also includes transport of reinforcement materials to site) -</i>
22	Pole hole digging per foot (rocky ground) - <i>This rate applies where a contractor chooses not to reinforce the hole but hires a compressor to dig the hole to the appropriate depth. It will only apply to the rocky part of the hole only, the normal hole digging rate shall apply where the soil is soft</i>
23	Pole dressing including pole caps, danger plate, barbed wire and pole no. plates (1 wire) - <i>This rate applies to both wooden and concrete poles for both new works and maintenance works</i>
24	Pole erection - 11m & 12M long poles (wooden) - <i>This rate applies to both stout and medium size poles</i>
25	Pole erection - 14m & 15M long poles (wooden) - <i>This rate applies to both stout and medium size poles</i>

26	Concrete Pole erection - 11m & 12M long poles per pole
27	Concrete Pole erection - 14m & 15M long poles per pole
28	Concrete Pole recovery - 11m & 12M long poles – <i>The pole should be recovered for re-use</i>
29	Concrete Pole recovery - 14m & 15M long poles - <i>The pole should be recovered for re-use</i>
30	Stay hole digging per ft - <i>This rate is for digging a 2ftX2f wide by appropriate depth of the stay hole based on the size of the pole and conductor</i>
31	Normal Stay making and installation - <i>This rate captures the cost of stay making and installation including in anti-climbing barbed wire</i>
32	Flying stay making & installation (excluding the cost of erection of the flying stay pole)
33	Strut making & erection (wooden poles only) - <i>This rate includes the cost of preparing the strut for installation</i>
34	Bush clearing per km (for new lines) including suitable disposal of cuttings as approved by local authority - <i>This applies to cutting/clearing shrubs and trees whose diameter is less or equal to 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>
35	Bush clearing per km including all other logistics and disposal of cuttings to disposal areas approved by local authority (for existing lines requiring trace maintenance) - <i>This applies to cutting/clearing shrubs and trees whose diameter is less or equal to 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>
36	Pruning of a mature tree with over hanging branches - <i>This applies to pruning trees whose diameter is greater 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>
37	Cutting down a mature tree - <i>This applies to cutting/felling trees whose diameter is greater 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>
38	Single conductor stringing per km (75sqmm) - <i>This rate captures the cost of running, installing and tensioning a single conductor per km.</i>
39	Single conductor stringing per km (150 sqmm) - <i>This rate captures the cost of running, installing and tensioning a single conductor per km.</i>
40	Single conductor stringing per km (300sqmm) - <i>This rate captures the cost of running, installing and tensioning a single conductor per km.</i>
41	11kV ABC installation per bundle per km (3X70mm² s/c cables) - <i>This rate captures the cost of running, installing and tensioning a three-phase bundle</i>
42	MV cable laying (11kV) per metre
43	MV cable laying (33kV) per metre
44	MV cable termination and jointing (11kV & 33kV per phase - <i>This rate includes the cost of lugging and connecting/bolting to the over-head line.</i>
45	Aerial earth installation per km
46	Installation of OPGW communication cable per km
47	Jointing and termination of OPGW/ADSS (splicing) per joint - <i>This rate applies to jointing of a OPGW single/multicore core (multicore) - up to 50 cores</i>
48	Installation of ADSS communication cable per km
49	A/B switch installation – <i>This rate involves installation of a complete set</i>
50	Auto Reclosure installation (rate is for only the auto-reclosing unit) - <i>This is the rate for installing the full auto reclosing assembly including the bypass switch.</i>
51	Taplin isolators/fuse installation/ Surge diverters (one set) - <i>This is the rate for installing one piece of the isolators/fuse/ Surge diverters. It can also be used during</i>

	<i>maintenance</i>
	SUBSTATION/TX. WORKS
52	Dressing - This is the rate for the installation of a substation structure. This includes the cost of installing isolators and surge diverters
53	Mounting - This is the rate for lifting and securing the transformer on its platform
54	Substation Earthing (MV earth, Surge Diverter earth & LV earth) - This rate captures the cost of substation earthing that achieves the minimum earth values as required by KPLC construction standards
55	Substation Welding (At the base on platform & all necessary spot welding) to Project engineer's approval (for new transformers) - This rate includes transport of the welding machine to site and the cost of welding rods.
56	Commissioning - This rate shall cater for all labour cost during
57	Installation of 630kVA Ground Mounted transformer – This rate includes the cost for earthing and isolation
58	Installation of 1MVA Ground Mounted transformer - This rate includes the cost for earthing and isolation
59	Installation of LV circuits per circuit - This rate involves installation of the fuse bar, fuse carriers and LV lead wires per circuit including connection to the LV line
	SERVICE LINES & U/G cables
60	Cables Crossing Roads: Where cable crosses a road, a heavy gauge PVC duct (150mm diameter) with concrete surround shall be used at a depth of 3 ft by 2ft wide. All cables shall be overlaid with danger/hatari tiles (cost per crossing)
61	Trenching, laying of underground cables in 3ft deep by 2ft wide trenches, overlaying with danger/Hatari tiles and backfilling (per metre where no road crossing is involved).
62	Overhead (16mm² s/c al.) Single phase per Service Line
63	Three Phase (25mm² 4/c) per S/Line
64	Three Phase- (above 4/C 25mm² but less than 4/C 300mm²) per S/line (Cable laying per metre) - Rate for laying LV service cable with cross sectional area 300mm ² >Area>25mm ² , per meter including covering the trench
65	Three phase -300mm ² 4/c per s/line (rate per metre)
66	Installation of LV distribution panel 1600A-bulky per piece
67	Installation of service turret 12/18 way, 600A per piece
68	Installation of ring main unit per piece
	LINE COMMISSIONING
69	Line ≥4 km
70	Line < 4 km
	TRANSPORT COSTS
71	Fixed wooden Pole transport per lorry load (lorry load = up to 30no. Poles) for jobs whose distance from issuing store does not exceed 20km.
72	Wooden Pole transport per lorry load (lorry load = upto 30no. Poles) for jobs whose distance from issuing store is more than 20 KM, rate per km
73	Concrete Pole Transport (for jobs not exceeding 20km from issuing stores). Upto 9no. poles
74	Concrete Pole Transport per lorry load (lorry load = up to 9 concrete poles) per km (for jobs which are more than 20km from issuing stores).
75	Fixed materials transport cost per lorry load (lorry load = 2.3km of line materials excluding Transformers) for jobs whose distance from issuing store does not exceed 20km.

76	Materials transport cost per lorry load (lorry load = 2.3km of line materials excluding Transformers) for jobs whose distance from issuing store is more than 20 KM.	
77	Fixed materials/accessories transport cost <u>excluding Conductors and Transformers</u> (for small maintenance jobs requiring no conductors)	
78	Transformers transport cost per lorry load per km (lorry load = up to 8 transformers) - Transformers shall be transported independent of other line materials (alone)	
	<u>Submission of geo-referenced (as constructed Digital Data in Auto-CAD format/drawing)</u>	
No	Nature of works/ Voltage level	Work description
1	Low voltage works	1. Picking of LV poles which involves the following: Actual poles including installed stays and struts, Service cable entry point to the customer's premises and Transformer <i>(rate is per pole/item picked)</i>
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/supervisor in digital format <i>(rate is per job)</i>
2	Medium Voltage 11kV and 33kV	1. Picking of MV poles which involves the following: Actual poles including installed stays and struts, Switch gear, Isolators, AVR's, and Transformer. <i>(rate is per pole/item picked)</i>
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/Supervisor in digital format <i>(rate is per km)</i>
	<u>Street Lighting works</u>	
No.	DESCRIPTION OF WORKS	
1	Street lighting steel column hole digging per hole	
2	Establishing a concrete foundation for the steel street lighting column <i>(per foundation)</i>	
3	Erection of 8m street lighting column <i>(per column)</i>	
4	Erection of 10m street lighting column <i>(per column)</i>	
5	Installation of pole mounted control pillar/box <i>(per pillar/box)</i>	
6	Installation of street lighting bracket	
7	Trenching, laying of 6/10mmmm2 two core Underground cable and back filling <i>(per metre)</i>	
8	Termination/luging of underground cable including gladding <i>(per termination/lug)</i>	
9	Recovery of existing street lighting column and delivery to store <i>(per recovered column)</i>	
10	Earthing comprising of 50mm earth lead, earth electrode and 300mm by 300mm concrete manhole with removable cover	
11	Spot welding <i>(per Column)</i>	
	Transport costs	
12	Fixed street lighting columns per lorry load (lorry load = up to 30Nos. column) for jobs whose distance from issuing store does not exceed 20km	

13	Fixed street lighting columns per lorry load (lorry load = upto 30Nos. column) for jobs whose distance from issuing store exceed 20KM, rate per KM
14	Street lighting brackets, control pillars and other accessories cost per lorry load (lorry load = materials for 50 street lighting column) for jobs whose distance from issuing store doesn't exceed 20KM
15	Street lighting brackets, control pillars and other accessories cost per lorry load (lorry load = materials for 50 street lighting column) for jobs whose distance from issuing store is more than 20KM. Rate per KM
16	Transport of recovered existing street lighting column and other accessories to stores per KM

TABLE 2 – 66kV NEW CONNECTIONS WORKS	
No.	66KV LINES WORK DESCRIPTION
1	Pole hole digging per ft.
2	Pole Hole reinforcement for marshy and rocky soil conditions per foot of reinforcement. i.e. (3ftX3ftX1ft deep) - <i>This rate involves digging 3ftx3ft wide hole up to a minimum of 4ft deep for rocky soil profile and appropriate hole depth for a given pole size where the hole is in a marshy ground. The hole will be reinforced using a bottomless drum/barrel, sand, cement, ballast and steel mesh where appropriate. (this rate also includes transport of reinforcement materials to site)</i>
3	Pole hole digging per foot (rocky ground) - <i>This rate applies where a contractor chooses not to reinforce the hole but hires a compressor to dig the hole to the appropriate depth. It will only apply to the rocky part of the hole only, the normal hole digging rate shall apply where the soil is soft</i>
4	Pole erection - 15m -18m long poles (wooden)
5	Pole dressing including pole caps, danger plate, barbed wire and pole no. plates (1 wire)
6	Concrete Pole erection
7	Stay hole digging per ft
8	Normal Stay making and installation
9	Flying stay making & installation (excluding the cost of erection of the flying stay pole)
10	Strut making & erection (wooden poles only)
11	Bush clearing per km (for new lines) including suitable disposal of cuttings as approved by local authority.
12	Pruning of a mature tree with over hanging branches - <i>cost per tree pruned including disposing the cutting to a designated location</i>
13	Cutting down a mature tree - <i>cost per tree cut including disposing the cutting to a designated location</i>
14	Single conductor stringing per km (150 sqmm)
15	Single conductor stringing per km (300sqmm)
16	Trenching, laying of underground 66kV single core cables in 6ft deep by 2ft wide trenches, overlaying with danger/Hatari tiles and backfiling (per metre where no road crossing is involved).
17	66kV single core cable termination and jointing

18	Aerial earth installation per km	
19	A/B switch installation	
20	A/B switch recovery	
21	Installation of Surge diverters (complete set)	
	<u>TRANSPORT COSTS</u>	
22	Fixed wooden Pole transport per lorry load (lorry load = up to 25no. Poles) for jobs whose distance from issuing store does not exceed 20km.	
23	Wooden Pole transport per lorry load (lorry load = upto 25no. Poles) for jobs whose distance from issuing store is more than 20 KM, rate per km	
24	Concrete Pole Transport (for jobs not exceeding 20km from issuing stores). Up to 8No. 66kV concrete poles	
25	Concrete Pole Transport per km per trip for up to 8 concrete poles (15m concrete pole is approx. 1.3 tons) for jobs which are more than 20km from issuing stores.	
26	Fixed materials transport cost per lorry load (lorry load = 1.1km of line materials for jobs whose distance from issuing store does not exceed 20km.	
27	Materials transport cost per lorry load (lorry load = 1.1km of line materials for jobs whose distance from issuing store is more than 20 KM.	
28	Transport of unused wooden poles/materials to the nearest KPLC facility as per Project Engineer's approval, transport per km per lorry load = up to 25 recovered poles and associated accessories. - <i>Evidence of return to stores should be attached to the invoice.</i>	
29	Transport of unused Concrete Poles and associated recovered materials (for jobs not exceeding 20km to the issuing store). Up to 8no. poles - <i>Concrete poles shall be recovered for re-use.</i>	
30	Transport of unused Concrete Poles and associated recovered materials per lorry load (lorry load = up to 8 concrete poles) per km (for jobs which are more than 20km from issuing stores). - <i>Concrete poles shall be recovered for re-use.</i>	
	<u>Submission of geo-referenced (as constructed Digital Data in Auto-CAD format/drawing)</u>	
No	Nature of works/ Voltage level	Work description
1	66kV works	<p>1.Picking of poles which involves the following: Actual poles including installed stays and struts and Air Break switch (<i>rate is per pole/item picked</i>)</p> <p>2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/Supervisor in digital format (<i>rate is per km</i>)</p>

b) MAINTENANCE WORKS

TABLE 3 – LV & MV MAINTENANCE WORKS

No.	LOW VOLTAGE DESCRIPTION OF WORKS
1	Pole hole digging per ft.
2	Wooden Pole erection
3	Pole dressing including pole caps (1 wire) <i>for both concrete poles and wooden poles</i>
4	Concrete Pole erection
5	Pole recovery (wooden)
6	Pole recovery (concrete)
7	Stay hole digging per ft (<i>soft soil including murrum</i>)
8	LV Stay making and installation
9	Flying stay making & installation (excluding installation of the flying stay pole)
10	Strut making & erection (wooden poles only)
11	Bush clearing/tree cutting per km as per KPLC standards. For both new lines and existing lines
12	Single conductor stringing per km (Bare/PVC 50sqmm & 100sqmm)
13	LV ABC stringing (both 4 wire & 2-wire) per km
14	LV ABC Termination and jointing per phase
15	ABC recovery per km
16	PME installation
No	11KV & 33KV WORK DESCRIPTION
	NB. All works shall be done in strict compliance with KPLC construction standards
17	Pole hole digging per foot. - <i>This rate applies to non-rocky holes.</i>
18	Pole Hole reinforcement for marshy and rocky soil conditions per foot of reinforcement. i.e. (3ftX3ftX1ft deep) - <i>This rate involves digging 3ftx3ft wide hole up to a minimum of 4ft deep for rocky soil profile and appropriate hole depth for a given pole size where the hole is in a marshy ground. The hole will be reinforced using a bottomless drum/barrel, sand, cement, ballast and steel mesh where appropriate. (this rate also includes transport of reinforcement materials to site) -</i>
19	Pole hole digging per foot (rocky ground) - <i>This rate applies where a contractor chooses not to reinforce the hole but hires a compressor to dig the hole to the appropriate depth. It will only apply to the rocky part of the hole only, the normal hole digging rate shall apply where the soil is soft</i>
20	Pole dressing including pole caps, danger plate, barbed wire and pole no. plates (1 wire) - <i>This rate applies to both wooden and concrete poles for both new works and maintenance works</i>
21	Pole erection - 11m & 12M long poles (wooden) - <i>This rate applies to both stout and medium size poles</i>
22	Pole erection - 14m & 15M long poles (wooden) - <i>This rate applies to both stout and medium size poles</i>
23	Wooden pole re-alignment per pole (where new pole hole is not necessary) - <i>The rate captures the cost of: undressing the pole, aligning the pole and re-dressing the pole</i>
24	Wooden pole re-alignment per pole (where new pole hole is necessary) - <i>The rate</i>

	<i>captures the cost of: undressing the pole, digging a new hole, recovering the old pole, erecting the new pole and complete pole dressing</i>
25	Concrete Pole erection - 11m & 12M long poles per pole
26	Concrete Pole erection - 14m & 15M long poles per pole
27	Concrete pole re-alignment per pole (where new pole hole is not necessary) - <i>The rate captures the cost of: undressing the pole, aligning the pole and re-dressing the pole</i>
28	Concrete pole re-alignment per pole (where new pole hole is necessary) - <i>The rate captures the cost of: undressing the pole, digging a new hole, recovering the old pole, erecting the new pole and complete pole dressing</i>
29	Concrete Pole recovery - 11m & 12M long poles – <i>The pole should be recovered for re-use</i>
30	Concrete Pole recovery - 14m & 15M long poles - <i>The pole should be recovered for re-use</i>
31	Wooden Pole recovery - 11m & 12M long poles - <i>This rate captures the cost of cutting/pulling out the wooden pole including covering the hole and chopping the pole as directed by the project supervisor.</i>
32	Wooden Pole recovery - 14m & 15M long poles - <i>This rate captures the cost of cutting/pulling out the wooden pole including covering the hole and chopping the pole as directed by the project supervisor.</i>
33	Stay hole digging per ft - <i>This rate is for digging a 2ftX2f wide by appropriate depth of the stay hole based on the size of the pole and conductor</i>
34	Normal Stay making and installation - <i>This rate captures the cost of stay making and installation including in anticlimbing barbed wire</i>
35	Flying stay making & installation (excluding the cost of erection of the flying stay pole)
36	Strut making & erection (wooden poles only) - <i>This rate includes the cost of preparing the strut for installation</i>
37	Bush clearing per km (for new lines) including suitable disposal of cuttings as approved by local authority - <i>This applies to cutting/clearing shrubs and trees whose diameter is less or equal to 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>
38	Bush clearing per km including all other logistics and disposal of cuttings to disposal areas approved by local authority (for existing lines requiring trace maintenance) - <i>This applies to cutting/clearing shrubs and trees whose diameter is less or equal to 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>
39	Pruning of a mature tree with over hanging branches - <i>This applies to pruning trees whose diameter is greater 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>
40	Cutting down a mature tree - <i>This applies to cutting/felling trees whose diameter is greater 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>
41	Single conductor stringing per km (75sqmm) - <i>This rate captures the cost of running, installing and tensioning a single conductor per km.</i>
42	Transfer of single 75mm² conductor during maintenance per km - <i>This rate captures the cost of removing, running-installing and re-tensioning a single conductor per km.</i>
43	Single conductor stringing per km (150 sqmm) - <i>This rate captures the cost of running, installing and tensioning a single conductor per km.</i>
44	Transfer of single 150mm² conductor during maintenance per km - <i>This rate</i>

	<i>captures the cost of removing, running, re-installing and re-tensioning a single conductor per km.</i>
45	Single conductor stringing per km (300sqmm) - <i>This rate captures the cost of running, installing and tensioning a single conductor per km.</i>
46	Transfer of single 300mm² conductor during maintenance per km - <i>This rate captures the cost of removing, running, re-installing and re-tensioning a single conductor per km.</i>
47	11kV ABC installation per bundle per km (3X70mm² s/c cables) - <i>This rate captures the cost of running, installing and tensioning a three-phase bundle</i>
48	11kV ABC recovery per bundle cable per km (3X70mm² s/c cables) - <i>This rate captures the cost of recovering the ABC bundle including the anchoring fittings.</i>
49	MV cable laying (11kV) per metre
50	MV cable laying (33kV) per metre
51	MV cable termination and jointing (11kV & 33kV per phase - <i>This rate includes the cost of lugging and bolting to the over-head line.</i>
52	Single conductor recovery per km (75mm², 150mm² & 300mm²) - <i>This rate includes recovery of dressing materials</i>
53	Aerial earth installation per km
54	Installation of OPGW communication cable per km
55	Jointing and termination of OPGW/ADSS (splicing) per joint - <i>This rate applies to jointing of a OPGW fibre cable per core</i>
56	Installation of ADSS communication cable per km
57	Recovery of ADSS communication cable per km including recovery of dressing materials - <i>This rate includes costs of transportation of recovered material to the nearest KPLC store</i>
58	Aerial earth recovery per km – This rate includes recovery of dressing materials
59	A/B switch installation – This rate involves installation of a complete set
60	A/B switch recovery – This rate captures the cost of recovering the whole switch assembly including the steady bars
61	Auto Reclosure installation (rate is for only the auto-reclosing unit) - <i>This is the rate for installing the full auto reclosing assembly including the bypass switch.</i>
62	Auto Reclosure recovery - <i>This is the rate for recovering the full auto reclosing assembly including the bypass switch.</i>
63	Taplin isolators/fuse installation/ Surge diverters (one set) - <i>This is the rate for installing one piece of the isolators/fuse/ Surge diverters. It can also be used during maintenance</i>
64	Taplin isolators/fuse/ Surge diverters recovery (one set) - <i>This is the rate for recovering one piece of isolators/fuse/ Surge diverters. It can also be used during maintenance</i>
	SUBSTATION
65	Dressing - <i>This is the rate for the installation of a substation structure. This includes the cost of installing isolators and surge diverters</i>
66	Mounting - <i>This is the rate for lifting and securing the transformer on its platform</i>
67	Substation Earthing (MV earth, Surge Diverter earth & LV earth) - <i>This rate captures the cost of substation earthing that achieves the minimum earth values as required by KPLC construction standards</i>
68	Substation Welding (At the base on platform & all necessary spot welding) to Project engineer's approval (for new transformers) - <i>This rate includes transport of the welding machine to site and the cost of welding rods.</i>

69	Unwelding Transformers (existing transformers) - This rate includes transport of the welding machine to site
70	Commissioning - This rate shall cater for all labour cost during commissioning
71	Dismantling the transformer structure from an old structure - This is the cost of bringing down a substation structure during maintenance
72	Recovering TX, Autoreclosers, ABS etc to stores – This rate is for dismantling the structure including all the associated accessories
73	Installation of 630kVA Ground Mounted transformer – This rate includes the cost for earthing and isolation
74	Installation of 1MVA Ground Mounted transformer - This rate includes the cost for earthing and isolation
75	Installation of LV circuits per circuit - This rate involves installation of the fuse bar, fuse carriers and LV lead wires per circuit including connection to the LV line
76	Recovery of LV circuits per circuit - This rate captures the cost of recovering the fuse bar, fuse carriers and LV lead wires per circuit including connection to the LV line
	SERVICE LINES & U/G cables
77	Cables Crossing Roads: Where cable crosses a road, a heavy gauge PVC duct (150mm diameter) with concrete surround shall be used at a depth of 3 ft by 2ft wide. All cables shall be overlaid with danger/hatari tiles (cost per crossing)
78	Trenching, laying of underground cables in 3ft deep by 2ft wide trenches, overlaying with danger/Hatari tiles and backfilling (per metre where no road crossing is involved).
79	Installation of LV distribution panel 1600A-bulky per piece
80	Installation of service turret 12/18 way, 600A per piece
81	Installation of ring main unit per piece
	LINE COMMISSIONING
82	Line \geq 4 km
83	Line < 4 km
	Breakdown Works (O&M)
84	Mobilization of an L&T 7-member team for attendance to a break down
85	Return Mileage for attendance to a breakdown (where no pole transport is involved)
	TRANSPORT COSTS
86	Fixed wooden Pole transport per lorry load (lorry load = up to 30no. Poles) for jobs whose distance from issuing store does not exceed 20km.
87	Wooden Pole transport per lorry load (lorry load = upto 30no. Poles) for jobs whose distance from issuing store is more than 20 KM, rate per km
88	Concrete Pole Transport (for jobs not exceeding 20km from issuing stores). Upto 9no. poles
89	Concrete Pole Transport per lorry load (lorry load = up to 9 concrete poles) per km (for jobs which are more than 20km from issuing stores).
90	Fixed materials transport cost per lorry load (lorry load = 2.3km of line materials excluding Transformers) for jobs whose distance from issuing store does not exceed 20km.
91	Materials transport cost per lorry load (lorry load = 2.3km of line materials excluding Transformers) for jobs whose distance from issuing store is more than 20 KM.
92	Fixed materials/accessories transport cost <u>excluding Conductors and Transformers</u> (for small maintenance jobs requiring no conductors)

93	Transport of recovered Concrete Poles and associated recovered materials (for jobs not exceeding 20km to the issuing store). Up to 9no. poles	
94	Transport of recovered/unused Concrete Poles and associated recovered materials per lorry load (lorry load = up to 9 concrete poles) per km (for jobs which are more than 20km from issuing stores). - <i>Concrete poles shall be recovered for re-use</i>	
95	Transport of recovered/unused wooden poles (up to 30 poles per trip) and associated recovered materials to the nearest KPLC facility as per Project Engineer's approval, transport per km - <i>Recovered wooden poles shall be chopped as directed by the project supervisor to deter use of recovered poles on illegal lines</i>	
96	Transformers transport cost per lorry load per km (lorry load = up to 8 transformers) - <i>Transformers shall be transported independent of other line materials (alone)</i>	
97	Transport of recovered transformers per lorry load per km (lorry load = up to 8 transformers) - <i>Recovered transformers should be transported safely to the nearest KPLC store or as directed by KPLC project supervisor</i>	
	<u>Submission of geo-referenced (as constructed Digital Data in Auto-CAD format/drawing)</u>	
No	Nature of works/ Voltage level	Work description
1	Low voltage works	1. Picking of LV poles which involves the following: Actual poles including installed stays and struts, Service cable entry point to the customer's premises and Transformer (<i>rate is per pole/item picked</i>)
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/supervisor in digital format (<i>rate is per job</i>)
2	Medium Voltage 11kV and 33kV	1. Picking of MV poles which involves the following: Actual poles including installed stays and struts, Switch gear, Isolators, AVRs, and Transformer. (<i>rate is per pole/item picked</i>)
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/Supervisor in digital format (<i>rate is per km</i>)

TABLE 4 – 66kV MAINTENANCE WORKS

No.	66KV LINES WORK DESCRIPTION
1	Pole hole digging per ft.
2	Pole Hole reinforcement for marshy and rocky soil conditions per foot of reinforcement. i.e. (3ftX3ftX1ft deep) - This rate involves digging 3ftx3ft wide hole up to a minimum of 4ft deep for rocky soil profile and appropriate hole depth for a given pole size where the hole is in a marshy ground. The hole will be reinforced using a bottomless drum/barrel, sand, cement, ballast and steel mesh where appropriate. (this rate also includes transport of reinforcement materials to site)
3	Pole hole digging per foot (rocky ground) - This rate applies where a contractor chooses not to reinforce the hole but hires a compressor to dig the hole to the appropriate depth. It will only apply to the r <i>rocky part of the hole only, the normal hole digging rate shall apply where the soil is soft</i>
4	Pole erection - 14m -18m long poles (wooden)
5	Wooden pole re-alignment per pole (where new pole hole is not necessary) - The rate captures the cost of: undressing the pole, aligning the pole and re-dressing the pole
6	Wooden pole re-alignment per pole (where new pole hole is necessary) - The rate captures the cost of: undressing the pole, digging a new hole, recovering the old pole, erecting the new pole and complete pole dressing
7	Pole dressing including pole caps, danger plate, barbed wire and pole no. plates (1 wire)
8	Concrete Pole erection
9	Concrete pole re-alignment per pole (where new pole hole is not necessary) - The rate captures the cost of: undressing the pole, aligning the pole and re-dressing the pole
10	Concrete pole re-alignment per pole (where new pole hole is necessary) - The rate captures the cost of: undressing the pole, digging a new hole, recovering the old pole, erecting the new pole and complete pole dressing
11	Concrete Pole recovery including all the associated fittings
12	Wooden Pole recovery - 15m - 18m long poles
13	Stay hole digging per ft
14	Normal Stay making and installation
15	Flying stay making & installation (excluding the cost of erection of the flying stay pole)
16	Strut making & erection (wooden poles only)
17	Bush clearing per km (for new lines) including suitable disposal of cuttings as approved by local authority.
18	Bush clearing per km including all other logistics and disposal of cuttings to disposal areas approved by local authority (for existing lines requiring trace maintenance)
19	Pruning of a mature tree with over hanging branches - cost per tree pruned including disposing the cutting to a designated location
20	Cutting down a mature tree - cost per tree cut including disposing the cutting to a designated location
21	Single conductor stringing per km (150 sqmm)
22	Transfer of single 150mm² conductor during maintenance per km
23	Single conductor stringing per km (300sqmm)
24	Transfer of single 300mm² conductor during maintenance per km
25	Trenching, laying of underground 66kV single core cables in 6ft deep by 2ft wide trenches, overlaying with danger/Hatari tiles and backfiling (per metre where no road crossing is involved).
26	66kV single core cable termination and jointing

27	Single conductor recovery per km (150mm² & 300mm²)	
28	Aerial earth installation per km	
29	Aerial earth recovery per km	
30	A/B switch installation	
31	A/B switch recovery	
32	Surge diverters (complete set)	
33	Surge diverters recovery (complete set)	
	TRANSPORT COSTS	
34	Fixed wooden Pole transport per lorry load (lorry load = up to 25no. Poles) for jobs whose distance from issuing store does not exceed 20km.	
35	Wooden Pole transport per lorry load (lorry load = upto 25no. Poles) for jobs whose distance from issuing store is more than 20 KM, rate per km	
36	Concrete Pole Transport (for jobs not exceeding 20km from issuing stores). Up to 8No. 66kV concrete poles	
37	Concrete Pole Transport per km per trip for up to 8 concrete poles (15m concrete pole is approx. 1.3 tons) for jobs which are more than 20km from issuing stores.	
38	Fixed materials transport cost per lorry load (lorry load = 1.1km of line materials for jobs whose distance from issuing store does not exceed 20km.	
39	Materials transport cost per lorry load (lorry load = 1.1km of line materials for jobs whose distance from issuing store is more than 20 KM.	
40	Fixed materials/accessories transport cost <u>excluding Conductors</u> (for small maintenance jobs requiring no conductors) - <i>Small jobs have higher unit cost; use rate for other materials up to 20KM. If too far, use KPLC common services teams</i>	
41	Transport of recovered wooden poles/materials to the nearest KPLC facility as per Project Engineer's approval, transport per km per lorry load = up to 25 recovered poles and associated accessories. - <i>Evidence of return to stores should be attached to the invoice for recovered poles and associated accessories.</i>	
42	Transport of recovered Concrete Poles and associated recovered materials (for jobs not exceeding 20km to the issuing store). Up to 8no. Poles - <i>Concrete poles shall be recovered for re-use.</i>	
43	Transport of recovered Concrete Poles and associated recovered materials per lorry load (lorry load = up to 8 concrete poles) per km (for jobs which are more than 20km from issuing stores). - <i>Concrete poles shall be recovered for re-use.</i>	
	<u>Submission of geo-referenced (as constructed Digital Data in Auto-CAD format/drawing)</u>	
No	Nature of works/ Voltage level	Work description
1	66kV works (for new connections and Maintenance works)	1. Picking of poles which involves the following: Actual poles including installed stays and struts and Air Break switch <i>(rate is per pole/item picked)</i>
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/Supervisor in digital format <i>(rate is per km)</i>

SECTION V (A) - WORK AREA CLUSTERS

SECTION V(a) – CENTRAL OFFICE WORK AREA CLUSTER AVAILABLE FOR SUBMISSION OF BIDS

Bidders who prefer to work from KPLC Central Office are required to tick their category of choice in the region where the preferred category is available.

Key:

N/A – Not Available (not applicable)

No.	REGION	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	NAIROBI NORTH		
2	NORTH EASTERN	N/A	
3	NORTH RIFT	N/A	
4	SOUTH NYANZA	N/A	
5	WEST KENYA	N/A	

SECTION V (b) – REGIONAL/ FBBUs WORK AREA CLUSTER AVAILABLE FOR SUBMISSION OF BIDS

Bidders who prefer to work from KPLC Regions are required to tick their category of choice in the FBBU where the preferred category is available.

Key:

N/A – Not Available (not applicable)

CENTRAL RIFT REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1.	BOMET	N/A	
2.	ENGINEER	N/A	
3.	GILGIL	N/A	
4.	KABARAK	N/A	
5.	NAIVASHA	N/A	
6.	ELDAMA RAVINE		
7.	KABARNET		
8.	SOTIK/KILGORIS		
9.	BURETI		
10.	KERICHO TOWN		
11.	LANET		
12.	MOLO		
13.	NAKA/NGASHURA		
14.	NAKURU TOWN/MILIMANI		
15.	NJORO		
16.	RACETRACK/MWARIKI		
17.	SUBUKIA		

18.	NYAHURURU		
19.	OLKALAU		
20.	SAMBURU		

COAST REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1.	MSAMBWENI	N/A	
2.	KILIFI		N/A
3.	MALINDI		
4.	MARIAKANI		
5.	MTWAPA		
6.	KASEMENI/SAMBURU		
7.	KWALE/UKUNDA		
8.	LAMU		
9.	CHANGAMWE		
10.	LIKONI		
11.	MOMBASA ISLAND		
12.	NYALI		
13.	RIBE		
14.	VOI		
15.	WUNDANYI/TAVETA		
16.	HOLA/GARSEN		

MT. KENYA REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	EMBU EAST	N/A	
2	KANGARI	N/A	
3	KANGEMA	N/A	
4	KARATINA	N/A	
5	MARSABIT/MOYALE	N/A	
6	MURANGA	N/A	
7	MWEIGA	N/A	
8	NANYUKI EAST		
9	KATHWANA/MARIMANTI		N/A
10	MERU TOWN		N/A
11	EMBU TOWN		
12	KAMBURU		
13	KIENI		
14	ISIOLO/MERTI		

15	GICHUGU		
16	KERUGOYA		
17	MWEA		
18	NANYUKI NORTH		
19	KANYAKINE		
20	KIANJAI		
21	MAUWA		
22	TIMAU		
23	NARUMORU		
24	NYERI		
25	OTHAYA		
26	CHUKA		

NAIROBI NORTH REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	NAIROBI CBD/EASTLANDS		N/A
2	ROYSAMBU		N/A
3	DANDORA/KARIOBANGI		
4	WESTLANDS/MUTHAIGA		

NAIROBI SOUTH REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	RUAI	N/A	
2	WOTE/MBUMBUNI	N/A	
3	EMALI/SULTAN HAMUD		N/A
4	MACHAKOS NORTH		
5	MACHAKOS SOUTH		
6	KIBWEZI/MTITO ANDEI		
7	EMBAKASI		
8	INDUSTRIAL AREA		
9	UMOJA		

NAIROBI WEST REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	KITENGELA	N/A	
2	LOITOKTOK		N/A
3	RONGAI		N/A
4	KAJIADO		
5	NAMANGA		

6	NGONG		
7	DAGORETTI		
8	KILELESHWA		
9	LANGATA		
10	UPPER HILL		

NORTH EASTERN REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	GARISSA	N/A	
2	GITHUNGURI	N/A	
3	RUIRU		N/A
4	JUJA	N/A	
5	GARISSA ROAD		
6	GATUNDU		
7	RUAKA		
8	THIKA		
9	MWINGI		
10	MANDERA/EL WAK		
11	WAJIR/HABASWENI		
12	LOWER KABETE		
13	KIAMBU		

NORTH RIFT REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	MOIBEN/PLATEAU	N/A	
2	NANDI CENTRAL	N/A	
3	ITEN		
4	TURBO/LUMAKANDA		
5	NANDI NORTH		
6	NANDI SOUTH		
7	ENDEBES		
8	KITALE CBD		
9	LODWAR		
10	ELDORET TOWN		
11	KESSES/KIPKABUS		

SOUTH NYANZA REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	HOMABAY/NDIWA	N/A	
2	MBITA	N/A	
3	MIGORI TOWN	N/A	
4	OYUGIS/KENDUBAY	N/A	
5	EBEREGE		
6	KIAMOKAMA		
7	KISII		
8	SUNKA		
9	AWENDO/SORI		
10	BORABU		
11	NYAMIRA NORTH		
12	NYAMIRA SOUTH		

WEST KENYA REGION

No.	FBBU	CATEGORY OF WORKS	
		<u>NEW CONNECTION</u>	<u>MAINTENANCE</u>
1	KIMILILI/KAPSOKWONY	N/A	
2	WEBUYE/TONGAREN		
3	BUSIA NORTH		N/A
4	BUNGOMA TOWN		
5	BUSIA SOUTH		
6	KAKAMEGA CENTRAL		
7	KAKAMEGA SOUTH		
8	MUMIAS/BUTERE		
9	KATITO		
10	KISUMU CENTRAL		
11	KISUMU NORTH		
12	KISUMU SOUTH		
13	MUHORONI/CHEMELIL		
14	BONDO		
15	SIAYA		
16	UGUNJA		
17	VIHIGA NORTH		
18	VIHIGA SOUTH		

SECTION V (B) – PROPOSED RATES CHARGEABLE BY BIDDERS

a) NEW CONNECTIONS WORKS – LV, MV & 66KV WORKS

Table 1 - New Connections works – Low Voltage & Medium Voltage Works

No.	<u>LOW VOLTAGE DESCRIPTION OF WORKS</u>	<u>QUANTITY</u>	<u>PROPOSED UNIT RATE (KSH. VAT EXCLUSIVE)</u>
1	Pole hole digging per foot.	1	
2	Wooden Pole erection	1	
3	Pole dressing including pole caps (1 wire) for both concrete poles and wooden poles	1	
4	Concrete Pole erection	1	
5	Pole recovery (wooden)	1	
6	Pole recovery (concrete)	1	
7	Stay hole digging per ft (soft soil including murrum)	1	
8	LV Stay making and installation	1	
9	Flying stay making & installation (excluding installation of the flying stay pole)	1	
10	Strut making & erection (wooden poles only)	1	
11	Bush clearing/tree cutting per km as per KPLC standards. For both new lines and existing lines	1	
12	Single conductor stringing per km (Bare/PVC 50sqmm & 100sqmm)	1	
13	LV ABC stringing (both 4 wire & 2-wire) per km	1	
14	LV ABC Termination and jointing per phase	1	
15	ABC recovery per km	1	
16	PME installation	1	
17	Single Phase Meter Installation (Post Paid)	1	
18	Single Phase Meter Installation (Pre - Paid)	1	
19	Three Phase Meter Installation (Post Paid)	1	

No	11KV & 33KV WORK DESCRIPTION		
NB. All works shall be done in strict compliance with KPLC construction standards			
20	Pole hole digging per foot. - <i>This rate applies to non-rocky holes.</i>	1	
21	Pole Hole reinforcement for marshy and rocky soil conditions per foot of reinforcement. i.e. (3ftX3ftX1ft deep) - <i>This rate involves digging 3ftx3ft wide hole up to a minimum of 4ft deep for rocky soil profile and appropriate hole depth for a given pole size where the hole is in a marshy ground. The hole will be reinforced using a bottomless drum/barrel, sand, cement, ballast and steel mesh where appropriate. (this rate also includes transport of reinforcement materials to site) -</i>	1	
22	Pole hole digging per foot (rocky ground) - <i>This rate applies where a contractor chooses not to reinforce the hole but hires a compressor to dig the hole to the appropriate depth. It will only apply to the rocky part of the hole only, the normal hole digging rate shall apply where the soil is soft</i>	1	
23	Pole dressing including pole caps, danger plate, barbed wire and pole no. plates (1 wire) - <i>This rate applies to both wooden and concrete poles for both new works and maintenance works</i>	1	
24	Pole erection - 11m & 12M long poles (wooden) - <i>This rate applies to both stout and medium size poles</i>	1	
25	Pole erection - 14m & 15M long poles (wooden) - <i>This rate applies to both stout and medium size poles</i>	1	
26	Concrete Pole erection - 11m & 12M long poles per pole	1	
27	Concrete Pole erection - 14m & 15M long poles per pole	1	
28	Concrete Pole recovery - 11m & 12M long poles – <i>The pole should be recovered for re-use</i>	1	
29	Concrete Pole recovery - 14m & 15M long poles - <i>The pole should</i>	1	

	<i>be recovered for re-use</i>		
30	Stay hole digging per ft - <i>This rate is for digging a 2ftX2f wide by appropriate depth of the stay hole based on the size of the pole and conductor</i>	1	
31	Normal Stay making and installation - <i>This rate captures the cost of stay making and installation including in anti-climbing barbed wire</i>	1	
32	Flying stay making & installation (excluding the cost of erection of the flying stay pole)	1	
33	Strut making & erection (wooden poles only) - <i>This rate includes the cost of preparing the strut for installation</i>	1	
34	Bush clearing per km (for new lines) including suitable disposal of cuttings as approved by local authority - <i>This applies to cutting/clearing shrubs and trees whose diameter is less or equal to 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>	1	
35	Bush clearing per km including all other logistics and disposal of cuttings to disposal areas approved by local authority (for existing lines requiring trace maintenance) - <i>This applies to cutting/clearing shrubs and trees whose diameter is less or equal to 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>	1	
36	Pruning of a mature tree with over hanging branches - <i>This applies to pruning trees whose diameter is greater 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>	1	
37	Cutting down a mature tree - <i>This applies to cutting/felling trees whose diameter is greater 12</i>	1	

	<i>inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard</i>		
38	Single conductor stringing per km (75sqmm) - This rate captures the cost of running, installing and tensioning a single conductor per km.	1	
39	Single conductor stringing per km (150 sqmm) - This rate captures the cost of running, installing and tensioning a single conductor per km.	1	
40	Single conductor stringing per km (300sqmm) - This rate captures the cost of running, installing and tensioning a single conductor per km.	1	
41	11kV ABC installation per bundle per km (3X70mm2 s/c cables) - This rate captures the cost of running, installing and tensioning a three-phase bundle	1	
42	MV cable laying (11kV) per metre	1	
43	MV cable laying (33kV) per metre	1	
44	MV cable termination and jointing (11kV & 33kV per phase - This rate includes the cost of lugging and connecting/bolting to the over-head line.	1	
45	Aerial earth installation per km	1	
46	Installation of OPGW communication cable per km	1	
47	Jointing and termination of OPGW/ADSS (splicing) per joint - This rate applies to jointing of a OPGW single/multicore core (multicore) - up to 50 cores	1	
48	Installation of ADSS communication cable per km	1	
49	A/B switch installation – This rate involves installation of a complete set	1	

50	Auto Reclosure installation (rate is for only the auto-reclosing unit) - This is the rate for installing the full auto reclosing assembly including the bypass switch.	1	
51	Taplin isolators/fuse installation/Surge diverters (one set) - This is the rate for installing one piece of the isolators/fuse/Surge diverters. It can also be used during maintenance	1	
SUBSTATION/TX. WORKS			
52	Dressing - This is the rate for the installation of a substation structure. This includes the cost of installing isolators and surge diverters	1	
53	Mounting - This is the rate for lifting and securing the transformer on its platform	1	
54	Substation Earthing (MV earth, Surge Diverter earth & LV earth) - This rate captures the cost of substation earthing that achieves the minimum earth values as required by KPLC construction standards	1	
55	Substation Welding (At the base on platform & all necessary spot welding) to Project engineer's approval (for new transformers) - This rate includes transport of the welding machine to site and the cost of welding rods.	1	
56	Commissioning - This rate shall cater for all labour cost during	1	
57	Installation of 630kVA Ground Mounted transformer – This rate includes the cost for earthing and isolation	1	
58	Installation of 1MVA Ground Mounted transformer - This rate includes the cost for earthing	1	

	<i>and isolation</i>		
59	Installation of LV circuits per circuit - <i>This rate involves installation of the fuse bar, fuse carriers and LV lead wires per circuit including connection to the LV line</i>	1	
SERVICE LINES & U/G cables			
60	<u>Cables Crossing Roads:</u> Where cable crosses a road, a heavy gauge PVC duct (150mm diameter) with concrete surround shall be used at a depth of 3 ft by 2ft wide. All cables shall be overlaid with danger/hatari tiles (cost per crossing)	1	
61	Trenching , laying of underground cables in 3ft deep by 2ft wide trenches, overlaying with danger/Hatari tiles and backfilling (per metre where no road crossing is involved).	1	
62	Overhead (16mm ² s/c al.) Single phase per Service Line	1	
63	Three Phase (25mm ² 4/c) per S/Line	1	
64	Three Phase- (above 4/C 25mm ² but less than 4/C 300mm ²) per S/line (Cable laying per metre) - <i>Rate for laying LV service cable with cross sectional area 300mm²>Area>25mm², per meter including covering the trench</i>	1	
65	Three phase -300mm ² 4/c per s/line (rate per metre)	1	
66	Installation of LV distribution panel 1600A-bulky per piece	1	
67	Installation of service turret 12/18 way, 600A per piece	1	
68	Installation of ring main unit per piece	1	
LINE COMMISSIONING			
69	Line ≥4 km	1	
70	Line < 4 km	1	
	TRANSPORT COSTS		

71	Fixed wooden Pole transport per lorry load (lorry load = up to 30no. Poles) for jobs whose distance from issuing store does not exceed 20km.	1	
72	Wooden Pole transport per lorry load (lorry load = upto 30no. Poles) for jobs whose distance from issuing store is more than 20 KM, rate per km	1	
73	Concrete Pole Transport (for jobs not exceeding 20km from issuing stores). Upto 9no. poles	1	
74	Concrete Pole Transport per lorry load (lorry load = up to 9 concrete poles) per km (for jobs which are more than 20km from issuing stores).	1	
75	Fixed materials transport cost per lorry load (lorry load = 2.3km of line materials excluding Transformers) for jobs whose distance from issuing store does not exceed 20km.	1	
76	Materials transport cost per lorry load (lorry load = 2.3km of line materials excluding Transformers) for jobs whose distance from issuing store is more than 20 KM.	1	
77	Fixed materials/accessories transport cost <u>excluding Conductors and Transformers</u> (for small maintenance jobs requiring no conductors)	1	
78	Transformers transport cost per lorry load per km (lorry load = up to 8 transformers) - Transformers shall be transported independent of other line materials (alone)	1	

<u>Submission of geo-referenced (as constructed Digital Data in Auto-CAD format/drawing)</u>			
No	Nature of works/ Voltage level	Work description	Proposed Unit Rate (VAT Exclusive)
1	Low voltage works	1. Picking of LV poles which involves the following: Actual poles including installed stays and struts, Service cable entry point to the customer's premises and Transformer (<i>rate is per pole/item picked</i>)	
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/supervisor in digital format (<i>rate is per job</i>)	
2	Medium Voltage 11kV and 33kV	1. Picking of MV poles which involves the following: Actual poles including installed stays and struts, Switch gear, Isolators, AVRs, and Transformer. (<i>rate is per pole/item picked</i>)	
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/Supervisor in digital format (<i>rate is per km</i>)	

STREET LIGHTING WORKS			
No.	DESCRIPTION OF WORKS	QUANTIT Y	PROPOSED UNIT RATE (KSH. VAT EXCLUSIVE)
1	Street lighting steel column hole digging per hole	1	
2	Establishing a concrete foundation for the steel street lighting column (<i>per foundation</i>)	1	
3	Erection of 8m street lighting column (<i>per column</i>)	1	
4	Erection of 10m street lighting column (<i>per column</i>)	1	
5	Installation of pole mounted control pillar/box (per pillar/box)	1	
6	Installation of street lighting bracket	1	
7	Trenching, laying of	1	

	6/10mmmm2 two core Underground cable and back filling (per metre)		
8	Termination/luging of underground cable including gladding (per termination/lug)	1	
9	Recovery of existing street lighting column and delivery to store (per recovered column)	1	
10	Earthing comprising of 50mm earth lead, earth electrode and 300mm by 300mm concrete manhole with removable cover	1	
11	Spot welding (per Column)	1	
Transport costs			
12	Fixed street lighting columns per lorry load (lorry load = up to 30Nos. column) for jobs whose distance from issuing store does not exceed 20kM	1	
13	Fixed street lighting columns per lorry load (lorry load = upto 30Nos. column) for jobs whose distance from issuing store exceed 20KM, rate per KM	1	
14	Street lighting brackets, control pillars and other accessories cost per lorry load (lorry load = materials for 50 street lighting column) for jobs whose distance from issuing store doesn't exceed 20KM	1	
15	Street lighting brackets, control pillars and other accessories cost per lorry load (lorry load = materials for 50 street lighting column) for jobs whose distance from issuing store is more than 20KM. Rate per KM	1	
16	Transport of recovered existing street lighting column and other accessories to stores per KM	1	
TABLE 1 TOTALS (VAT EXCLUSIVE)			

Table 2 – 66kV New Connection Works

No.	66KV LINES WORK DESCRIPTION	QUANTITY	PROPOSED UNIT RATE (KSH. VAT EXCLUSIVE)
1	Pole hole digging per ft.	1	
2	Pole Hole reinforcement for marshy and rocky soil conditions per foot of reinforcement. i.e. (3ftX3ftX1ft deep) - <i>This rate involves digging 3ftx3ft wide hole up to a minimum of 4ft deep for rocky soil profile and appropriate hole depth for a given pole size where the hole is in a marshy ground. The hole will be reinforced using a bottomless drum/barrel, sand, cement, ballast and steel mesh where appropriate. (this rate also includes transport of reinforcement materials to site)</i>	1	
3	Pole hole digging per foot (rocky ground) - <i>This rate applies where a contractor chooses not to reinforce the hole but hires a compressor to dig the hole to the appropriate depth. It will only apply to the rocky part of the hole only, the normal hole digging rate shall apply where the soil is soft</i>	1	
4	Pole erection - 15m -18m long poles (wooden)	1	
5	Pole dressing including pole caps, danger plate, barbed wire and pole no. plates (1 wire)	1	
6	Concrete Pole erection	1	
7	Stay hole digging per ft	1	
8	Normal Stay making and installation	1	
9	Flying stay making & installation (excluding the cost of erection of the flying stay pole)	1	
10	Strut making & erection (wooden poles only)	1	
11	Bush clearing per km (for new lines) including suitable disposal of cuttings as approved by local authority.	1	
12	Pruning of a mature tree with over hanging branches - <i>cost per tree pruned including disposing the cutting to a designated location</i>	1	
13	Cutting down a mature tree - <i>cost per tree cut including disposing the cutting to a designated location</i>	1	
14	Single conductor stringing per km (150 sqmm)	1	

15	Single conductor stringing per km (300sqmm)	1	
16	Trenching, laying of underground 66kV single core cables in 6ft deep by 2ft wide trenches, overlaying with danger/Hatari tiles and back filling (per metre where no road crossing is involved).	1	
17	66kV single core cable termination and jointing	1	
18	Aerial earth installation per km	1	
19	A/B switch installation	1	
20	A/B switch recovery	1	
21	Installation of Surge diverters (complete set)	1	
TRANSPORT COSTS			
22	Fixed wooden Pole transport per lorry load (lorry load = up to 25no. Poles) for jobs whose distance from issuing store does not exceed 20km.	1	
23	Wooden Pole transport per lorry load (lorry load = upto 25no. Poles) for jobs whose distance from issuing store is more than 20 KM, rate per km	1	
24	Concrete Pole Transport (for jobs not exceeding 20km from issuing stores). Up to 8No. 66kV concrete poles	1	
25	Concrete Pole Transport per km per trip for up to 8 concrete poles (15m concrete pole is approx. 1.3 tons) for jobs which are more than 20km from issuing stores.	1	
26	Fixed materials transport cost per lorry load (lorry load = 1.1km of line materials for jobs whose distance from issuing store does not exceed 20km.	1	
27	Materials transport cost per lorry load (lorry load = 1.1km of line materials for jobs whose distance from issuing store is more than 20 KM.	1	
28	Transport of unused wooden poles/materials to the nearest KPLC facility as per Project Engineer's approval, transport per km per lorry load = up to 25 recovered poles and associated accessories. - Evidence of return to stores should be attached to the invoice.	1	
29	Transport of unused Concrete Poles and associated recovered materials (for jobs not exceeding 20km to the issuing store). Up to	1	

	8no. poles - <i>Concrete poles shall be recovered for re-use.</i>		
30	Transport of unused Concrete Poles and associated recovered materials per lorry load (lorry load = up to 8 concrete poles) per km (for jobs which are more than 20km from issuing stores). - <i>Concrete poles shall be recovered for re-use.</i>	1	

<u>Submission of geo-referenced (as constructed Digital Data in Auto-CAD format/drawing)</u>			
No	Nature of works/ Voltage level	Work description	Proposed Unit Rate (VAT Exclusive)
1	66kV works (for new connections and Maintenance works)	1. Picking of MV poles which involves the following: Actual poles including installed stays and struts and Air Break switch (<i>rate is per pole/item picked</i>)	
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/Supervisor in digital format (<i>rate is per km</i>)	
TABLE 2 TOTALS (VAT EXCLUSIVE)			
GRAND TOTAL (Table 1 + Table 2)			

b) MAINTENANCE – LV, MV & 66KV WORKS

Table 3 – Low Voltage & Medium Voltage Maintenance Works

No.	LOW VOLTAGE DESCRIPTION OF WORKS	QUANTITY	PROPOSED RATE (KSH. VAT EXCLUSIVE)
1	Pole hole digging per ft.	1	
2	Wooden Pole erection	1	
3	Pole dressing including pole caps (1 wire) <i>for both concrete poles and wooden poles</i>	1	
4	Concrete Pole erection	1	
5	Pole recovery (wooden)	1	
6	Pole recovery (concrete)	1	
7	Stay hole digging per ft (<i>soft soil including murrum</i>)	1	
8	LV Stay making and installation	1	

9	Flying stay making & installation (excluding installation of the flying stay pole)	1	
10	Strut making & erection (wooden poles only)	1	
11	Bush clearing/tree cutting per km as per KPLC standards. For both new lines and existing lines	1	
12	Single conductor stringing per km (Bare/PVC 50sqmm & 100sqmm)	1	
13	LV ABC stringing (both 4 wire & 2-wire) per km	1	
14	LV ABC Termination and jointing per phase	1	
15	ABC recovery per km	1	
16	PME installation	1	
11KV & 33KV WORK DESCRIPTION			
NB. All works shall be done in strict compliance with KPLC construction standards			
17	Pole hole digging per foot. - <i>This rate applies to non-rocky holes.</i>	1	
18	Pole Hole reinforcement for marshy and rocky soil conditions per foot of reinforcement. i.e. (3ftX3ftX1ft deep) - <i>This rate involves digging 3ftx3ft wide hole up to a minimum of 4ft deep for rocky soil profile and appropriate hole depth for a given pole size where the hole is in a marshy ground. The hole will be reinforced using a bottomless drum/barrel, sand, cement, ballast and steel mesh where appropriate. (this rate also includes transport of reinforcement materials to site) -</i>	1	
19	Pole hole digging per foot (rocky ground) - <i>This rate applies where a contractor chooses not to reinforce the hole but hires a compressor to dig the hole to the appropriate depth. It will only apply to the rocky part of the hole only, the normal hole digging rate shall apply where the soil is soft</i>	1	
20	Pole dressing including pole caps, danger plate, barbed wire and pole no. plates (1 wire) - <i>This rate applies to both wooden and concrete poles for both new works and maintenance works</i>	1	
21	Pole erection - 11m & 12M long poles (wooden) - <i>This rate applies to both stout and medium size poles</i>	1	
22	Pole erection - 14m & 15M long poles (wooden) - <i>This rate applies to both stout and medium size poles</i>	1	

23	Wooden pole re-alignment per pole (where new pole hole is not necessary) - <i>The rate captures the cost of: undressing the pole, aligning the pole and re-dressing the pole</i>	1	
24	Wooden pole re-alignment per pole (where new pole hole is necessary) - <i>The rate captures the cost of: undressing the pole, digging a new hole, recovering the old pole, erecting the new pole and complete pole dressing</i>	1	
25	Concrete Pole erection - 11m & 12M long poles per pole	1	
26	Concrete Pole erection - 14m & 15M long poles per pole	1	
27	Concrete pole re-alignment per pole (where new pole hole is not necessary) - <i>The rate captures the cost of: undressing the pole, aligning the pole and re-dressing the pole</i>	1	
28	Concrete pole re-alignment per pole (where new pole hole is necessary) - <i>The rate captures the cost of: undressing the pole, digging a new hole, recovering the old pole, erecting the new pole and complete pole dressing</i>	1	
29	Concrete Pole recovery - 11m & 12M long poles – <i>The pole should be recovered for re-use</i>	1	
30	Concrete Pole recovery - 14m & 15M long poles - <i>The pole should be recovered for re-use</i>	1	
31	Wooden Pole recovery - 11m & 12M long poles - <i>This rate captures the cost of cutting/pulling out the wooden pole including covering the hole and chopping the pole as directed by the project supervisor.</i>	1	
32	Wooden Pole recovery - 14m & 15M long poles - <i>This rate captures the cost of cutting/pulling out the wooden pole including covering the hole and chopping the pole as directed by the project supervisor.</i>	1	
33	Stay hole digging per ft - <i>This rate is for digging a 2ftX2f wide by appropriate depth of the stay hole based on the size of the pole and conductor</i>	1	
34	Normal Stay making and installation - <i>This rate captures the cost of stay making and installation including in anticlimbing barbed wire</i>	1	
35	Flying stay making & installation (excluding the cost of erection of the flying stay pole)	1	

36	Strut making & erection (wooden poles only) - This rate includes the cost of preparing the strut for installation	1	
37	Bush clearing per km (for new lines) including suitable disposal of cuttings as approved by local authority - This applies to cutting/clearing shrubs and trees whose diameter is less or equal to 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard	1	
38	Bush clearing per km including all other logistics and disposal of cuttings to disposal areas approved by local authority (for existing lines requiring trace maintenance) - This applies to cutting/clearing shrubs and trees whose diameter is less or equal to 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard	1	
39	Pruning of a mature tree with over hanging branches - This applies to pruning trees whose diameter is greater 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard	1	
40	Cutting down a mature tree - This applies to cutting/felling trees whose diameter is greater 12 inches. It also includes the cost of disposing the cuttings to the nearest approved local authority yard	1	
41	Single conductor stringing per km (75sqmm) - This rate captures the cost of running, installing and tensioning a single conductor per km.	1	
42	Transfer of single 75mm² conductor during maintenance per km - This rate captures the cost of removing, running-installing and re-tensioning a single conductor per km.	1	
43	Single conductor stringing per km (150 sqmm) - This rate captures the cost of running, installing and tensioning a single conductor per km.	1	
44	Transfer of single 150mm² conductor during maintenance per km - This rate captures the cost of removing, running, re-installing and re-tensioning a single conductor per km.	1	
45	Single conductor stringing per km (300sqmm) - This rate captures the cost of running, installing and tensioning a single	1	

	<i>conductor per km.</i>		
46	Transfer of single 300mm² conductor during maintenance per km - <i>This rate captures the cost of removing, running, re-installing and re-tensioning a single conductor per km.</i>	1	
47	11kV ABC installation per bundle per km (3X70mm² s/c cables) - <i>This rate captures the cost of running, installing and tensioning a three-phase bundle</i>	1	
48	11kV ABC recovery per bundle cable per km (3X70mm² s/c cables) - <i>This rate captures the cost of recovering the ABC bundle including the anchoring fittings.</i>	1	
49	MV cable laying (11kV) per metre	1	
50	MV cable laying (33kV) per metre	1	
51	MV cable termination and jointing (11kV & 33kV per phase) - <i>This rate includes the cost of lugging and bolting to the over-head line.</i>	1	
52	Single conductor recovery per km (75mm², 150mm² & 300mm²) - <i>This rate includes recovery of dressing materials</i>	1	
53	Aerial earth installation per km	1	
54	Installation of OPGW communication cable per km	1	
55	Jointing and termination of OPGW/ADSS (splicing) per joint - <i>This rate applies to jointing of a OPGW fibre cable per core</i>	1	
56	Installation of ADSS communication cable per km	1	
57	Recovery of ADSS communication cable per km including recovery of dressing materials - <i>This rate includes costs of transportation of recovered material to the nearest KPLC store</i>	1	
58	Aerial earth recovery per km – This rate includes recovery of dressing materials	1	
59	A/B switch installation – This rate involves installation of a complete set	1	
60	A/B switch recovery – This rate captures the cost of recovering the whole switch assembly including the steady bars	1	
61	Auto Reclosure installation (rate is for only the auto-reclosing unit) - <i>This is the rate for installing the full auto reclosing assembly including the bypass switch.</i>	1	
62	Auto Reclosure recovery - <i>This is the rate for recovering the full auto reclosing assembly including the bypass switch.</i>	1	
63	Taplin isolators/fuse installation/ Surge	1	

	diverters (one set) - <i>This is the rate for installing one piece of the isolators/fuse/Surge diverters. It can also be used during maintenance</i>		
64	Taplin isolators/fuse/Surge diverters recovery (one set) - <i>This is the rate for recovering one piece of isolators/fuse/Surge diverters. It can also be used during maintenance</i>	1	
	SUBSTATION	1	
65	Dressing - <i>This is the rate for the installation of a substation structure. This includes the cost of installing isolators and surge diverters</i>	1	
66	Mounting - <i>This is the rate for lifting and securing the transformer on its platform</i>	1	
67	Substation Earthing (MV earth, Surge Diverter earth & LV earth) - <i>This rate captures the cost of substation earthing that achieves the minimum earth values as required by KPLC construction standards</i>	1	
68	Substation Welding (At the base on platform & all necessary spot welding) to Project engineer's approval (for new transformers) - <i>This rate includes transport of the welding machine to site and the cost of welding rods.</i>	1	
69	Unwelding Transformers (existing transformers) - <i>This rate includes transport of the welding machine to site</i>	1	
70	Commissioning - <i>This rate shall cater for all labour cost during commissioning</i>	1	
71	Dismantling the transformer structure from an old structure - <i>This is the cost of bringing down a substation structure during maintenance</i>	1	
72	Recovering TX, Autoreclosers, ABS etc to stores – <i>This rate is for dismantling the structure including all the associated accessories</i>	1	
73	Installation of 630kVA Ground Mounted transformer – <i>This rate includes the cost for earthing and isolation</i>	1	
74	Installation of 1MVA Ground Mounted transformer - <i>This rate includes the cost for earthing and isolation</i>	1	
75	Installation of LV circuits per circuit - <i>This rate involves installation of the fuse bar, fuse carriers and LV lead wires per circuit including connection to the LV line</i>	1	

76	Recovery of LV circuits per circuit - This rate captures the cost of recovering the fuse bar, fuse carriers and LV lead wires per circuit including connection to the LV line	1	
SERVICE LINES & U/G cables			
77	Cables Crossing Roads: Where cable crosses a road, a heavy gauge PVC duct (150mm diameter) with concrete surround shall be used at a depth of 3 ft by 2ft wide. All cables shall be overlaid with danger/hatari tiles (cost per crossing)	1	
78	Trenching, laying of underground cables in 3ft deep by 2ft wide trenches, overlaying with danger/Hatari tiles and backfilling (per metre where no road crossing is involved).	1	
79	Installation of LV distribution panel 1600A-bulky per piece	1	
80	Installation of service turret 12/18 way, 600A per piece	1	
81	Installation of ring main unit per piece	1	
LINE COMMISSIONING			
82	Line \geq 4 km	1	
83	Line < 4 km	1	
BREAKDOWN WORKS (O&M)			
84	Mobilization of an L&T 7-member team for attendance to a break down	1	
85	Return Mileage for attendance to a breakdown (where no pole transport is involved)	1	
TRANSPORT COSTS			
86	Fixed wooden Pole transport per lorry load (lorry load = up to 30no. Poles) for jobs whose distance from issuing store does not exceed 20km.	1	
87	Wooden Pole transport per lorry load (lorry load = upto 30no. Poles) for jobs whose distance from issuing store is more than 20 KM, rate per km	1	
88	Concrete Pole Transport (for jobs not exceeding 20km from issuing stores). Upto 9no. poles	1	
89	Concrete Pole Transport per lorry load (lorry load = up to 9 concrete poles) per km (for jobs which are more than 20km from issuing stores).	1	

90	Fixed materials transport cost per lorry load (lorry load = 2.3km of line materials excluding Transformers) for jobs whose distance from issuing store does not exceed 20km.	1	
91	Materials transport cost per lorry load (lorry load = 2.3km of line materials excluding Transformers) for jobs whose distance from issuing store is more than 20 KM.	1	
92	Fixed materials/accessories transport cost <u>excluding Conductors and Transformers</u> (for small maintenance jobs requiring no conductors)	1	
93	Transport of recovered Concrete Poles and associated recovered materials (for jobs not exceeding 20km to the issuing store). Up to 9no. poles	1	
94	Transport of recovered/unused Concrete Poles and associated recovered materials per lorry load (lorry load = up to 9 concrete poles) per km (for jobs which are more than 20km from issuing stores). - <i>Concrete poles shall be recovered for re-use</i>	1	
95	Transport of recovered/unused wooden poles (up to 30 poles per trip) and associated recovered materials to the nearest KPLC facility as per Project Engineer's approval, transport per km - <i>Recovered wooden poles shall be chopped as directed by the project supervisor to deter use of recovered poles on illegal lines</i>	1	
96	Transformers transport cost per lorry load per km (lorry load = up to 8 transformers) - <i>Transformers shall be transported independent of other line materials (alone)</i>	1	
97	Transport of recovered transformers per lorry load per km (lorry load = up to 8 transformers) - <i>Recovered transformers should be transported safely to the nearest KPLC store or as directed by KPLC project supervisor</i>	1	

<u>Submission of geo-referenced (as constructed Digital Data in Auto-CAD format/drawing)</u>			
No	Nature of works/ Voltage level	Work description	Proposed rate (ksh. VAT exclusive)
1	Low voltage works	1. Picking of LV poles which involves the following: Actual poles including installed stays and struts, Service cable entry point to the customer's premises and Transformer (<i>rate is per pole/item picked</i>)	
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/supervisor in digital format (<i>rate is per job</i>)	
2	Medium Voltage 11kV and 33kV	1. Picking of MV poles which involves the following: Actual poles including installed stays and struts, Switch gear, Isolators, AVRs, and Transformer. (<i>rate is per pole/item picked</i>)	
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/Supervisor in digital format (<i>rate is per km</i>)	
TABLE 3 TOTALS (VAT EXCLUSIVE)			

Table 4 – 66kV Maintenance Works

No.	66KV LINES WORK DESCRIPTION	QUANTITY	PROPOSED UNIT RATE (KSH. VAT EXCLUSIVE)
1	Pole hole digging per ft.	1	
2	Pole Hole reinforcement for marshy and rocky soil conditions per foot of reinforcement. i.e. (3ftX3ftX1ft deep) - This rate involves digging 3ftx3ft wide hole up to a minimum of 4ft deep for rocky soil profile and	1	

	<i>appropriate hole depth for a given pole size where the hole is in a marshy ground. The hole will be reinforced using a bottomless drum/barrel, sand, cement, ballast and steel mesh where appropriate. (this rate also includes transport of reinforcement materials to site)</i>		
3	Pole hole digging per foot (rocky ground) - <i>This rate applies where a contractor chooses not to reinforce the hole but hires a compressor to dig the hole to the appropriate depth. It will only apply to the rocky part of the hole only, the normal hole digging rate shall apply where the soil is soft</i>	1	
4	Pole erection - 14m -18m long poles (wooden)	1	
5	Wooden pole re-alignment per pole (where new pole hole is not necessary) - <i>The rate captures the cost of: undressing the pole, aligning the pole and re-dressing the pole</i>	1	
6	Wooden pole re-alignment per pole (where new pole hole is necessary) - <i>The rate captures the cost of: undressing the pole, digging a new hole, recovering the old pole, erecting the new pole and complete pole dressing</i>	1	
7	Pole dressing including pole caps, danger plate, barbed wire and pole no. plates (1 wire)	1	
8	Concrete Pole erection	1	
9	Concrete pole re-alignment per pole (where new pole hole is not necessary) - <i>The rate captures the cost of: undressing the pole, aligning the pole and re-dressing the pole</i>	1	
10	Concrete pole re-alignment per pole (where new pole hole is necessary) - <i>The rate captures the cost of: undressing the pole, digging a new hole, recovering the old pole, erecting the new pole and complete pole dressing</i>	1	
11	Concrete Pole recovery including all the associated fittings	1	
12	Wooden Pole recovery - 15m - 18m long poles	1	
13	Stay hole digging per ft	1	
14	Normal Stay making and installation	1	
15	Flying stay making & installation (excluding the cost of erection of the flying stay pole)	1	
16	Strut making & erection (wooden poles only)	1	
17	Bush clearing per km (for new lines) including suitable disposal of cuttings as	1	

	approved by local authority.		
18	Bush clearing per km including all other logistics and disposal of cuttings to disposal areas approved by local authority (for existing lines requiring trace maintenance)	1	
19	Pruning of a mature tree with over hanging branches - cost per tree pruned including disposing the cutting to a designated location	1	
20	Cutting down a mature tree - cost per tree cut including disposing the cutting to a designated location	1	
21	Single conductor stringing per km (150 sqmm)	1	
22	Transfer of single 150mm² conductor during maintenance per km	1	
23	Single conductor stringing per km (300sqmm)	1	
24	Transfer of single 300mm² conductor during maintenance per km	1	
25	Trenching, laying of underground 66kV single core cables in 6ft deep by 2ft wide trenches, overlaying with danger/Hatari tiles and backfilling (per metre where no road crossing is involved).	1	
26	66kV single core cable termination and jointing	1	
27	Single conductor recovery per km (150mm² & 300mm²)	1	
28	Aerial earth installation per km	1	
29	Aerial earth recovery per km	1	
30	A/B switch installation	1	
31	A/B switch recovery	1	
32	Surge diverters (complete set)	1	
33	Surge diverters recovery (complete set)	1	

TRANSPORT COSTS			
34	Fixed wooden Pole transport per lorry load (lorry load = up to 25no. Poles) for jobs whose distance from issuing store does not exceed 20km.	1	
35	Wooden Pole transport per lorry load (lorry load = upto 25no. Poles) for jobs whose distance from issuing store is more than 20 KM, rate per km	1	
36	Concrete Pole Transport (for jobs not exceeding 20km from issuing stores). Up to 8No. 66kV concrete poles	1	
37	Concrete Pole Transport per km per trip for up to 8 concrete poles (15m concrete pole is approx. 1.3 tons) for jobs which are more than 20km from issuing stores.	1	
38	Fixed materials transport cost per lorry load (lorry load = 1.1km of line materials for jobs whose distance from issuing store does not exceed 20km.	1	
39	Materials transport cost per lorry load (lorry load = 1.1km of line materials for jobs whose distance from issuing store is more than 20 KM.	1	
40	Fixed materials/accessories transport cost <u>excluding Conductors</u> (for small maintenance jobs requiring no conductors) - <i>Small jobs have higher unit cost; use rate for other materials up to 20KM. If too far, use KPLC common services teams</i>	1	
41	Transport of recovered wooden poles/materials to the nearest KPLC facility as per Project Engineer's approval, transport per km per lorry load = up to 25 recovered poles and associated accessories. - <i>Evidence of return to stores should be attached to the invoice for recovered poles and associated accessories.</i>	1	
42	Transport of recovered Concrete Poles and associated recovered materials (for jobs not exceeding 20km to the issuing store). Up to 8no. poles - <i>Concrete poles shall be recovered for re-use.</i>	1	
43	Transport of recovered Concrete Poles and associated recovered materials per lorry load (lorry load = up to 8 concrete poles) per km (for jobs which are more than 20km from issuing stores). - <i>Concrete poles shall be recovered for re-use.</i>	1	

Submission of geo-referenced (as constructed Digital Data in Auto-CAD format/drawing)

No	Nature of works/ Voltage level	Work description	Proposed Rate (VAT Exclusive)
1	66kV works (for new connections and Maintenance works)	1. Picking of MV poles which involves the following: Actual poles including installed stays and struts and Air Break switch (<i>rate is per pole/item picked</i>)	
		2. Preparation of Auto-CAD drawings using captured data, this includes submission of the prepared drawing to the projects Engineer/Supervisor in digital format (<i>rate is per km</i>)	
TABLE 4 TOTALS (VAT EXCLUSIVE)			
GRAND TOTAL (Table 3 + Table 4)			

SECTION VI: EVALUATION CRITERIA

6.1 Preliminary Evaluation Criteria under Paragraph 3.32 of the ITC. These are mandatory requirements as per mandatory/preliminary evaluation table (part 1) 6.1.0 – 6.1.15

All candidates must meet all the requirements from no. 6.1.0 to no.6.1.15 (Below). Those who do not meet any of the requirements will automatically be disqualified from further evaluation.

NB:

1. Audited financial statements required must be those that are reported within thirty six (36) calendar months from the date of tender.
2. All copies of documents and certificates must be certified by a commissioner for oaths. The stamp shall bear the name, address and Tel. contracts of the commissioner for oaths. Any document not certified shall not be evaluated
3. All copies of certificates must be accompanied by copies of IDs, Signature and Tel. numbers of the owners
4. Tenders will proceed to the Technical Evaluation Stage only if they qualify in full compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.23.

6.1 TENDER EVALUATION TABLE (PART 1)

No.	Item	Tick Where Provided
6.1.0	Correct order and format of submitted documents	
6.1.1	Submission of certified copy of Company or Firm's Registration Certificate	
6.1.2	Submission of certified copy of Key Technical Personnel ERC Registration Certificate	
6.1.3	Submission of certified copy of a Valid Tax Compliance Certificate	
6.1.4	Submission of certified Copy of business permit/ council trade license	
6.1.5	Submission and considering the Confidential Business Questionnaire: -	
6.1.6	Submission of certified copy of CR12 form	
6.1.7	Submission of Declaration Form(s) duly completed and signed.	
6.1.8	Submission and considering Tender Form duly completed, signed and that the Tender is valid for the period required	
6.1.9	Submission of a valid certified copy of registration certificate issued by National Construction Authority (NCA) for category relevant for power line construction work	
6.1.10	Submission of original verified list of completed works done within the last five (5) years and indicating the voltage & length of power lines in each of the projects (<i>the list of executed works must be verified by D&C in charge in the Regions where the works were done. For REA jobs, the Project Manager shall verify</i>)	
6.1.11	Submission of certified copies of Audited accounts of the company for the last three financial years (Certified by a registered Certified Public Accountant)	
6.1.12	Evidence of ownership of equipment and tools. At least two open pickups/trucks evidence to be given vide log books bearing the company's name or provide documentary evidence of ability to lease or hire. Give a list and type of relevant construction tools and equipment owned by the company.	
6.1.13	Submission of evidence of an established safety program, policies and work practices	
6.1.14	A list of Names and ranks of employees together with the assigned responsibilities together with certified copies of Curriculum Vitae and certified copies of certificates for all the Management/at least 2 Key Technical personnel (certified by an Advocate or commissioner for oaths) All copies of certificates must be accompanied by copies of IDs, Signature and Tel. numbers of the owners	
6.1.15	Submission of commitment to carry out quality works as per section XIII.	

NB:

- **all copies of documents must be certified by a commissioner for oaths.**
- **Bidders who will not submit the items required in Table I, will not proceed to the Detailed Technical Evaluation stage – Part II.**

6.2 DETAILED TECHNICAL EVALUATION (PART II)

Detailed evaluation shall be carried out according to items 4.2.1 – 4.2.8 of detailed evaluation table (part II) below. **NB:** Bidders who score 80 marks and above in the Technical evaluation stage will be eligible for financial evaluation only if they qualify in compliance with Parts I and II i.e. Preliminary and Technical stages which will include visit to confirm location of the cited tools, equipment, offices and yard.

DETAILED EVALUATION TABLE (PART II)

No.	Criteria	KPLC Requirement & Scores	Bidder's Response Marks
6.2.1	Experience as a contractor in the construction of power lines: - a) Successful construction and completion of power lines measuring cumulative length at least 20 km b) Successful construction and completion of power lines measuring cumulative length at least 10 km c) Successful construction and completion of power lines measuring cumulative length at least 5 km d) Successful construction and completion of power lines measuring cumulative length at least 3 km	a) Maximum marks are 10 b) Maximum marks are 9 c) Maximum marks are 6 d) Maximum marks are 3	
6.2.2	Experience as a contractor in power line construction a) Successful construction and completion of at least 20 projects b) Successful construction and completion of at least 15 projects c) Successful construction and completion of at least 10 projects	a) Maximum marks are 10 b) Maximum marks are 9 c) Maximum marks are 6	
6.2.3	Qualification of Team Leader (Project Manager) in the company relevant to the construction industry who will actively be involved in the proposed project. Evidence of registration with relevant professional bodies. (Provide detailed CV accompanied by relevant academic and professional certificates. Telephone contacts must be provided)	a) Degree & above -20 Marks b) Higher Diploma - 15 Marks c) Diploma- 10 Marks	
6.2.4	Experience of the Team Leader (Project Manager) who will actively be involved in the proposed project. (This has to be captured in the CV that is accompanying the relevant academic and professional certificates)	a) Over 10 years -20 Marks b) Over 6 years 15 Marks c) Over 3 years 10 Marks	
6.2.5	Qualification of the Safety Officer who will actively be involved in the proposed project. Evidence of registration with relevant professional bodies. (Provide detailed CV accompanied by relevant academic and professional certificates. Telephone contacts must be provided.	a) Diploma & above -20 Marks b) Certificate - 10 Marks	
6.2.6	Experience of the Safety Officer who will actively be involved in the proposed project. (This has to be captured in the CV that is accompanying the relevant academic and professional certificates)	a) Over 5 years -5 Marks b) Over 3 years 3 Marks c) Over 1 year 1 Mark	
6.2.7	Qualification of the Key Technical person who will actively be involved in the proposed project. Evidence of registration with relevant professional bodies. (Provide detailed CV accompanied by relevant academic and professional certificates. Telephone contacts must be provided)	a) Degree & above -15 Marks b) Diploma - 10 Marks c) Certificate & above- 5 Marks	
	TOTAL (PASSMARK IS 80 MARKS)	100	

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

6.3.1 This will include the following: -

- a) *Checking submission of audited financial statements required which must be those that are reported within 3 years (36) calendar months of the date of the tender document. The statement must be stamped and signed. The auditors must be currently registered as a practicing by ICPAK. (For companies or firms that are registered or incorporated within the last one calendar year of date of the tender document, they should submit certified copies of Bank statements covering a period of at least six (6) months prior to the date of the tender document. The copies should be certified by the issuing bank. The certification should be original)*
- b) *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: -*
 - a) *Declared maximum value of business*
- c) *Taking into account the cost of any deviation(s) from the tender requirements*

6.3.2 Confirming the following: -

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

The Successful Tenderers shall be those who meets the minimum technical tender requirements and are successful at financial evaluation and further that they shall accept the offered rates.

6.3.3 Bank Account details

- Bidders are required to attach a letter from the bank detailing their bank account
- Signatures/signatories to the account should be for the Directors of the bidding company * NOTE At Least TWO (2) of the directors as per the CR12 submitted
- If the signatories are not directors of the given account, a notary of the high court should be attached/submitted
- The Bank account details shall remain the same for the period of contract. Any changes to this requirement will lead to cancellation of the contract

***NOTES: -**

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

2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.

6.4 DUE DILIGENCE EVALUATION FOR TECHNICALLY COMPLIANT BIDDERS

Prior to approval of recommended applicants, KPLC may carried-out due diligence to determine suitability and competence of bidders recommended to offer the services. The inspection will include but not limited to:

- Checking the physical office of the bidders
- Confirming availability of competent personnel as declared by the bidder
- Checking any other critical item as may be decided by the evaluation committee

SECTION VII - STATEMENT OF THE TENDERER FORM

1 Name of Tenderer_____

2 Address_____

3 Legal Status_____

4 Registered Office_____

5 Date of Registration_____

(attach a copy certificate of registration)

6 Detailed description of physical address of the office (Town, Road/street name, bulding & office) (attach copies of the office lease agreement and rent receipts)

7 DIRECTORS (attach the *Certificate of Confirmation of Directors and Shareholding*)

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION VIII - EXPERIENCE RECORD FORM

1. Name of company _____

2. Experience of the company in electrical engineering work and services.
 _____(Years)

1. Brief description of electrical engineering services offered in the past:

4. Experience of the company in power line construction in Kenya:

<i>Project Name</i>	<i>Voltage Levels involved</i>	<i>Scope (kms of line, No. of Transformers)</i>	<i>Contract Amount in Kshs.</i>	<i>Commencement Date</i>	<i>Completion Date</i>

NB: Bidders may attach a separate sheet if the declared number of projects cannot fit in the above table.

SECTION IX EXPERIENCE OF THE TENDERER'S PERSONNEL FORM

PERSONNEL

Give detailed information of the following (a) key Technical personnel, who would be employed as full-time staff. Give similar details for (b) Project Manager (c) Safety Officer. This will be in the format below. (d) attach a written (signed and stamped) confirmation that they have the capability to mobilize at least two (2) to three (3) teams concurrently and at short notice – to attend to either New Connections or Maintenance/Breakdown/emergency Works.

*(Copies of Curriculum Vitae with certified copies of certificates for all the Management/Technical Personnel certified by an Advocate or Magistrate should be attached)

(a) Key Technical Person

1. Name _____ ID _____
2. Highest Level of Education _____
3. Speciality _____
4. Professional Registration (if any) _____
5. Length of service with company _____ Years:
6. Years of experience _____

(b) Project Manager

1. Name _____ ID _____
2. Highest Level of Education _____
3. Speciality _____
4. Professional Registration (if any) _____
5. Length of service with company _____ Years:
6. Years of experience _____

(c) Safety Officer

1. Name _____ ID _____
2. Highest Level of Education _____
3. Specialty _____
4. Professional Registration (if any) _____
5. Length of service with company _____ Years:
6. Years of experience _____

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTE**

- KPLC requires that each registered contractor will maintain the staff whose credentials were submitted and evaluated during the registration period; to be on board, throughout the contract period.
- In the event that there is a change of staff/personnel, the contractor shall notify KPLC immediately and in writing and thereafter within a period not exceeding 2 weeks, submit the credentials of their new staff who must have equal or higher qualifications, for evaluation and concurrence by KPLC.
(ensure that the credentials and ID of the new staff are verified by a commissioner for oaths/Magistrate before submission to KPLC)
- Failure to adhere to these requirements/falsifying of documents or any form of fraud – once detected, will result to the award being annulled and subsequently the cancellation of contract as a result of breach of contract – and the culprits will be liable to criminal prosecution.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

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SECTION X – GENERAL CONDITIONS OF CONTRACT

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

7.1 Definitions

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

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

7.2 Application

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

7.3 Standards

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

7.4 Supplier Performance Rating Scheme

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

7.5 Use of Contract Documents and Information

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

7.6 Patent Rights

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

7.6 Performance Security

- 7.6.1 Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following: -
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.6.3 The Performance Security shall be the sum as prescribed in the **Appendix to Instructions to Tenderers**. It shall be in the currency of the contract price.
- 7.6.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.6.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.
- 7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 7.6.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.
- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

7.7 Inspection and Tests

- 7.7.1 KPLC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.

- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 7.7.4 Should any inspected or tested services fail to conform to the specifications, KPLC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.
- 7.7.5 KPLC's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KPLC or its representative(s) prior to the services performance / delivery.
- 7.7.6 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPLC.
- 7.7.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

7.8 Packaging and Labelling

- 7.8.1 Where applicable, the Contractor shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.8.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.
- 7.8.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.8.4 The materials and equipment shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 7.8.5 The Contractor shall enclose a packing list in each package and all documents relating to the Order shall show the Tender reference number and name against the items or package indicating the supplier or supplier's agent as the consignee.

7.9 Delivery and Documents for Materials/ Equipment

7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the Contractor to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements or as may be otherwise indicated.

7.9.2 The Contractor shall notify KPLC of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -

- a) *Contractor's invoice showing the materials/ equipment description, quantity, unit price and total price*
- b) *Delivery note*
- c) *Packing list identifying contents of each package*

7.9.3 It is the responsibility of the Contractor to ensure that the delivery documents are received by KPLC at the designated delivery point at the time of delivery.

7.10 Insurance

7.10.1 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.

7.10.2 The Contractor shall (*except in respect to losses, injuries or damage resulting from any act or neglect of KPLC*) indemnify and keep indemnified KPLC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.11 Payment

7.11.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.

7.11.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (*RTGS*) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.

7.11.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–

- a) *Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.*
- b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
- c) *The maximum number of extensions and amendments shall be limited to two (2).*
- d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied*

by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.

e) *The LC shall be opened only for the specific Order within the validity period of the contract.*

f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*

g) *The Contractor shall be required to submit a proforma invoice for each lot*

for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.

h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*

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

7.12 Interest

Interest payment by KPLC is inapplicable in the contract.

7.13 Prices

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

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

7.14 Variation of Contract

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

a) *the quantity variation of services shall not exceed Fifteen percent (15%) of the original contract quantity.*

b) *The cumulative value variation shall not exceed twenty five percent (25%) of the original contract value.*

c) *the quantity variation must be executed within the period of the contract.*

7.15 Assignment

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

7.16 Subcontracts

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

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

7.17 Termination of Contract

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

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

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

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

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

7.18 Liquidated Damages

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

7.19 Warranty

- 7.19.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.
- 7.19.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.
- 7.19.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.19.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.
- 7.19.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

7.20 Resolution of Disputes

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

7.21 Language and Law

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

7.22 Waiver

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

7.23 Force Majeure

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

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

- c) rebellion, revolution, insurrection, military or usurped power & civil war;*
- d) riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
- e) un-navigable storm or tempest at sea.*

7.23.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.

7.23.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.

7.23.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify KPLC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by KPLC.

7.23.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.

7.23.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

SECTION XI – SPECIAL CONDITIONS OF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
1.	1.3 Standards	<p>The Contractor shall ensure the Standards of Service are provided in accordance with the following;</p> <ul style="list-style-type: none"> (i) The Contractor shall provide and perform the Services in strict compliance with KPLC’s safety requirements and procedure while strictly adhering to “safety first” policy. (ii) The Contractor shall at all times ensure that its staff/personnel wear appropriate Personal Protective Equipment (PPEs) while carrying out assigned works on behalf of KPLC. These shall include but not be limited to wearing of branded uniforms by all its staff/personnel that clearly identify the Contractor. (iii) The Contractor shall at all times use appropriate tools on all assignments. (iv) All assignments/projects shall be implemented/undertaken in accordance with KPLC’s construction standards. To ensure adherence to KPLC quality standards, the Contractor shall at all times have the following documents available at all work sites: <ul style="list-style-type: none"> a) Quality construction check list. b) Site inspection forms. These forms shall be completed by KPLC supervisory staff to rate the quality and progress of work undertaken by the Contractor.

2.	1.6 Performance Security	The Contractor shall issue to KPLC and maintain at all times a valid Performance Security of Kenya Shillings Five Hundred Thousand (Kshs.500, 000.00).
3.	1.10 Insurance	<p>(i) The Contractor shall take out and at all times maintain Insurance cover of Kenya Shillings Ten Million (Kes 10,000,000) covering any work it undertakes on behalf of KPLC and any materials to be used in undertaking the said works.</p> <p>(ii) The Insurance cover shall be provided by a reputable insurance company acceptable to KPLC.</p> <p>(iii) The Contractor's All Risk Insurance Policy shall cover both the Contractor and KPLC.</p>
4.	1.11 Payment	All invoices presented by the Contractor shall be accompanied by an Inspection Form duly completed and signed by KPLCs duly authorised supervision staff. For the avoidance of doubt, no invoice shall be paid by KPLC that does not fully comply with this requirement.
5.	1.18 Liquidated Damages	KPLC may call on the Performance Security in whole or in part as a penalty for any delay in completion of any work assigned to the Contractor or any failure to perform or provide the Services in accordance with this Contract.
6	Warranty	This Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been performed as indicated in the contract.

SECTION XII - TENDER FORM

Date:

Tender No.

To:

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform, deliver, install and commission (the latter two where applicable)
(insert services description) in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum stated in the Appendix to Instructions to Tenderers for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
4. We agree to abide by this Tender for a period of.....days (***Tenderer please indicate validity of your Tender***) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPLC requires a validity period of at least *one hundred and Eighty* (180) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION XIII- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Facsimile.....

Mobile and CDMA No.....

E-mail:.....

Nature of your business

Registration Certificate No.....

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

Name of your BankersBranch.....

*Names of Candidate’s contact person(s)

Designation/ capacity of the Candidate’s contact person(s)

Address, Tel, Fax and E-mail of the Candidate’s contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	Shares (%)
-------	-------------	------------

1.....

2.....

3.....

4.....

5.....

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.

Total Issued KSh.

Give details of all directors as follows

Name	Nationality	Shares (%)
------	-------------	------------

1.....

2.....

3.....

4.....

5.....

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

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

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

1. *The address and contact person of the Candidate provided above shall at all times be used for purposes of this tender.*
2. *The details on this Form are essential and compulsory for all Candidates. Failure to provide all the information requested shall lead to the Candidate's disqualification.*

SECTION XIV A - TENDER SECURITY FORM – (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

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

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

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

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

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

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

SEALED with the)
COMMON SEAL)

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

BANK SEAL

in the presence of :-)

_____))
_____))
and in the presence of:-)
_____))
_____))

OR

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

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

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

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – "guarantees@kplc.co.ke"*
4. *The Tender validity period is one hundred and Eighty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

EITHER

**SECTION XIV B - TENDER SECURITY FORM (SACCO SOCIETY, DEPOSIT
TAKING MICRO FINANCE INSTITUTIONS, WOMEN ENTERPRISE FUND &
YOUTH ENTERPRISE FUND)**

(To Be Submitted On Institutions Letterhead)

Date:

To:

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

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

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

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

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

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

EITHER

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

)

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

INSTITUTION SEAL

_____)
_____)
and in the presence of:-)
_____)
_____)

OR

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

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

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

NOTES TO SUPPLIERS AND INSTITUTIONS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the institution within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The issuing institution should address its response or communication regarding the Tender Security to KPLC at the following e-mail address – "guarantees@kplc.co.ke"*
4. *The Tender validity period is hundred and eighty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

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

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

Part A

Form of Documentary credit - “Irrevocable Standby”

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

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

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

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

Additional Conditions –

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

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

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to KPLC -

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

NOTES TO TENDERERS AND BANKS

1. *Please note that should the Tender Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the Tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to any queries from KPLC. The period for response shall not three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@ kplc.co.ke”*
4. *The Tender validity period is hundred and Eighty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*
5. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

SECTION XV - DECLARATION FORM

Date

To:

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

Ladies and Gentlemen,

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

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

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XVI – DRAFT LETTER OF NOTIFICATION OF AWARD

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

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

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

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of seven (7) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2015 (or as may be amended from time to time, or replaced).

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within seven (7) days of the date hereof for our further action.

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

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

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

Enclosures

SECTION XVII – DRAFT LETTER OF NOTIFICATION OF REGRET

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

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

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

1.
2.
3. etc

The successful bidder was _____.

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

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

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

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

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

SECTION XVIII - LETTER OF ACCEPTANCE

To:

(Name and full address of the selected firm).....

Dear Sirs/ Madams,

We refer to your Tender dated..... and our letter dated _____.

We M/s

of P.O Box

Commit ourselves to the following if our company/firm is considered as a Labour & Transport Contractor

- Accept to undertake the services under this tender at our rates which will remain valid for the Contract period

Signed by all directors (as listed in the CR12 form)

Director No. 1.....

Director No. 2.....

Director No. 3.....

Director No. 4.....

SECTION XIX - CONTRACT AGREEMENT FORM

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

AND

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

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

AND WHEREAS KPLC has accepted the Tender by the Contractor for the services in the sum of(*KPLC specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax*) (*hereinafter called “the Contract Price”*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

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

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

- b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPLC.
 - c) Issuance of the Official Order by KPLC to the Contractor.
 - d) Where applicable, Opening of the Letter of Credit by KPLC.
8. The period of contract validity shall begin from the Commencement date and end on either -
- a) sixty (60) days after the last date of the agreed performance schedule, or,
 - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.
- Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (and proof of posting shall be proof of service), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.
14. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099 – 00100, Nairobi, Kenya, Facsimile + 254-

20-3750240/ 3514485. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf
of KPLC

COMPANY SECRETARY

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

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

SECTION XX - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

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

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

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

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

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

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

EITHER

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

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

BANK SEAL

_____))
_____))
and in the presence of: -)
_____))
_____))

OR

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

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

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

NOTES TO SUPPLIERS AND BANKS

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

SECTION XXI SERVICE DETAILS /SPECIFICATIONS

1.1 General

Kenya Power (KP) requires Contractors for Labour and Transport services, actual jobs shall not be available on a day to day basis. Contractors will be called upon whenever the said works arise but should be on a 24 hour daily availability basis.

1.2 Scope of work

The procuring entity intends to procure Contractors for construction/refurbishment of power infrastructure.

**SECTION XXII – COMMITMENT TO CARRY OUT QUALITY POWER LINE
CONSTRUCTION AND MAINTENANCE**

TO:

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

We M/s

Of P.o Box

Commit myself to the following if our company/firm is considered as an L&T contractor

- I. We shall be carrying out work according to the set KPLC safety requirements and procedures strictly adhering to “safety first” policy.
- II. We shall always ensure use of appropriate Personal Protective Equipments (PPE’s) while carrying out assigned works including use of branded uniforms by all our staff.
- III. We shall ensure use of appropriate tools in all assignments at all times
- IV. We guarantee that all our projects shall be implemented according to KPLC’s construction standards. The following documents shall always be available and used in all work sites to enhance adherence to quality:
 - a. Quality construction check list – to enhance quality construction
 - b. Site inspection forms – for site visit comments by KPLC supervisory staff when work is in progress (i.e. evidence of supervision of each project prior to invoicing)
- V. We agree that failure to observe the commitments above shall form sufficient grounds for cancellation of our contract.

Signed by all directors listed in the CR12 form:

Director No. 1

Director No. 2

Director No. 3

Director No. 4

SECTION XXIII – POST QUALIFICATION FORMS/DOCUMENTS

The following forms/documents shall constitute part of the working documents for successful bidders.

(i) Service Level Agreement form



SERVICE LEVEL AGREEMENT

BETWEEN

THE KENYA POWER & LIGHTING CO. LTD

AND

.....AND COMPANY CONTRACTORS

DRAWN BY:

Imelda Bore,
C/o the Kenya Power & Lighting Company Limited,
Stima Plaza, 2nd Floor,
Kolobot Road, Parklands,
P.O. Box 30099-00100,
Nairobi.

Tel. No. 254-20-3201255/000

E-mail: IBore@kplc.co.ke

SERVICE LEVEL AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2019 **BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED** a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya with its registered office situated in Nairobi in the Republic aforesaid and of Post Office Box Number 30099-00100 Nairobi in the Republic aforesaid (*hereinafter referred to as KPLC*) **AND** a company duly registered under the Companies Act, Chapter 486 of the Laws of Kenya with its registered office situate in Nairobi (*hereinafter referred to as the "Contractor"*)

WHEREAS:-

KPLC has engaged the contractor to provide Labour and Transport services (hereinafter referred to as the "Services") from time to time;

AND WHEREAS:-

The parties wish to set service performance standards to meet the dynamics of improved Customer connectivity, Reliable and safe Distribution network, and growth of KPLC's revenue.

AND WHEREAS:-

The parties recognize that professional and diligent performance of duties are part of ethics and tenets for delivery of the services and the need for promotion of benefits that accrue from such experience;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

PART A - GENERAL

1. Definitions and Meanings

- 1.1 In this Agreement words and expressions shall have the meanings as are respectively assigned to them and defined in the Contract herein.
- 1.2 In this Agreement where the context so admits –
 - 1.2.1 words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - 1.2.2 words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Contractors" the covenants, agreements obligations

expressed to be made or performed by the Contractors shall be deemed to be made or performed by such persons jointly and severally as the case may be.
 - 1.2.3 where there are two or more persons included in the expression the "Contractors" any act default or omission by the Contractors or any person working under, on behalf of or through them shall be deemed to be an act default or omission by any one or more of such persons.

2. Contents of this Agreement

The following shall form part of this Agreement: -

- a) The Agreement itself
- b) The Professional Indemnity Cover
- c) The Schedules

3. Confirmation and Terms of Engagement

- 3.1 KPLC hereby confirms the engagement of the Contractors to provide labour and transport services and the Contractors confirm their provision of the said services on the basis of the recitals hereinabove, remedy any defects and make good all claims made by KPLC in conformity in all respects with the provisions of this Agreement and on the terms and conditions as hereinafter appearing.
- 3.2 Where there is a conflict or any inconsistency between any of the documents mentioned above, the SLA will prevail.
- 3.3 This SLA supersedes any that may be existing between the parties. For all intents and purposes, it will be treated as the sole SLA between KPLC and the Contractors.

4. Standards

- 4.1 Notwithstanding any of the provisions, terms, conditions and stipulations of this Agreement, the services provided by the Contractors shall conform to the highest standards as required by KPLC as stipulated in KPLC's Construction Standards and applicable GOK regulations, and as is reasonably expected.
- 4.2 For purposes of monitoring and evaluation of standards and performance, the parties will use the KPLC Supplier Evaluation Performance Form. Which shall be made available to all contractors. This shall be discussed periodically with the contractors at least twice a year.
- 4.3 Grounds for cessation of the Contractors engagement by KPLC will include:
1. Poor performance and substandard quality of work.
 2. Inability to mobilize teams on short notice to attend to assigned works
 3. Participation in fraudulent activities
 4. Involvement in accidents/incidences
 5. Misuse of KPLC Materials

5. Confidentiality

- 5.1 The Contractors shall not, without KPLC's prior consent, disclose this Agreement, or any provision thereof, or any specification, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person directly in the employ of KPLC in the performance of this Agreement or save and except in so far as the requirements regarding the performance by the Contractors of the services is required.
- 5.2 This clause shall survive the termination, cessation of Services rendered by the Contractors or in any future partnership that any of the Contractors may be a part of.

6. Visitation

- 6.1 KPLC or its representative(s) shall be at liberty to monitor and/or review the tools and equipment of the Contractors to confirm their conformity for the performance of this Agreement
- 6.2 KPLC shall conduct periodical inspection of contractor's capacity and ability to carry-out assigned works. Inspections shall be carried out through visits to declared contractor's offices and work sites. Inspections shall include but not limited to:
1. Checking availability of appropriate construction equipment and tools, e.g. lifting equipment (HIABS), Line testing equipment (Earth testing, appropriate Live line testers.), construction tools and availability of PPEs
 2. Checking availability of appropriate transport vehicles
 3. Checking availability of competent staff – as declared in the tender document
 4. Checking financial ability to determine ability and preparedness to mobilize to various sites concurrently when need arise

7. General Reports

- 7.1 The Contractors shall prepare a monthly status report of the progress of the assigned works vis-à-vis the agreed timelines with the project supervisor.
- 7.2 Submitted reports should contain the following:
1. Date of job award
 2. Expected date of delivery
 3. Current work status
 4. Reasons for delay if applicable
 5. List of mitigation steps taken to ensure delay never recurs
 6. List of challenges encountered during execution of works

8. Payment of Invoices

- 8.1 upon successful completion of works, KPLC shall process payments within 30 days from the invoiced date.

9. Completion of Work

- 9.1 Works shall be declared complete upon issuance of completion certificate to the contractor by respective KPLC Project supervisor.

PART B – OTHER REMEDIAL MEASURES AND RESPONSIBILITIES

10. General Remedial Measures

- 10.1 Where no remedial measure is specified to be taken by KPLC, KPLC shall be at liberty to take any measures or recourse that it deems fit in the circumstances.
- 10.2 Any specified measures that may be taken by KPLC shall not prejudice or derogate from its sole discretion, general power and control over any and all the services that the Contractors are carrying out on its behalf.

11. Responsibility

- 11.1 Notwithstanding all the above, in any issue or any regarding carrying out of these services, KPLC's Power System Development Manager continues to have overriding and general power, responsibility and authority to issue any instructions, directions, advise or communication whatsoever.

PART C - COMPLIANCE WITH LAWS

12. Permits, Licences

- 12.1 The Contractors shall be responsible and obtain all permits observe and comply with all the laws, regulations, rules by-laws and requirements necessary and required in the performance and in connection with this Agreement. KPLC shall acquire necessary public approvals including acquisition of Way Leaves before commencement of work
- 12.2 The above shall include valid, up-dated registration of the Contractors firm with National Construction Authority (NCA) and the Energy Regulatory Commission (ERC)
- 12.3 The Contractors shall ensure that s/he/they and anyone it engages in at any substantive time in carrying out its services under this contract has appropriate power line construction qualification as declared in the Tender Document.

- 12.4 The Contractors undertake to produce, if and when lawfully required, the licence in circumstances so necessitating such production.
- 12.5 The contractor undertakes to avail the required number of dedicated and competent support staff across all site/regions of operations to ensure fast and efficient response to KPLC's demands.
- 12.6 Failure to provide services to KPLC by a third party will not be acceptable and will be considered as non-performance on the part of the contractor and the contractor shall be liable for loss occasioned by negligence or damage at the site or any part of KPLC's premises by the contractor or their employees or agents.

13. Language and Law

- 13.1 The language of the Agreement as well as all correspondence and documents relating to and arising from this Agreement or exchanged between the Parties shall be written in the English Language and the laws governing this Agreement shall be the laws of Kenya.

PART D- PERIOD OF SLA

14. Effective Date and Duration of the Agreement

- 14.1 This Agreement shall take effect from the date mentioned above. Save as expressly provided, the duration of this Agreement is for as long as the Contractors continue to provide services to KPLC on any matter or file or case.

IN WITNESS WHEREOF THIS AGREEMENT has been duly executed by the Parties on the day and year first hereinbefore written:-

SIGNED BY AND ON BEHALF OF THE)
 CLIENT THE KENYA POWER &)
 LIGHTING COMPANY LIMITED BY:-)

in the presence of:-)

IMELDA BORE
AG. GENERAL MANAGER,
CORPORATE AFFAIRS AND
COMPANY SECRETARY
)
)
)

SIGNED BY AND ON BEHALF OF THE)
 CONTRACTORS,)

in the presence of:-)

)
)
)
)

AND

in the presence of:)

)
)
)
)

DRAWN BY:

Imelda Bore Advocate,
 C/o the Kenya Power & Lighting Company Limited,
 Stima Plaza, 2nd Floor, Legal Department,

Kolobot Road, Parklands,
P.O. Box 30099-00100,
Nairobi.
Tel. No. 254-20-3201255/000
E-mail: IBore@kplc.co.ke

(ii) QUALITY CONSTRUCTION CHECK LIST FORM

ISO 9001:2008 QMS		Ref No:	KP1/6/ID/1/2/F
WORK INSTRUCTION			1
LOCATION: Construction Sites		Issue No:	1
		Date	11th Feb. 2013
SUBJECT: Quality Construction Checklist; 11, 33, 66KV			2 Pages
Team/Contractor's Name:		Supervisor:	
Scheme title :		Ref No:	
Area:		Date:	
Scope:			
Item No.	Description	Standards	
		Expected	
11KV, 33KV	& 66KV LINES		
1	Pole condition in general		
	HT Pole erection condition		
	(a) Hole depth & back filling properly done	See Table 1	
	(b) Pole Alignment ok?	No leaning / Vertical	
	(c) Line Alignment ok?	Not Zig zag (As per design proposal)	
	(d) Has pole been interfered with by chopping some portions, band-it tape, Anti-split plate	No interference	
	(e) Dressing		
	i) Pole caps	Cover top of pole	
	ii) Nuts complete with washers	Both round & square washers	
	iii) Anti-climbing device height/barbed wire	3 meters from ground level (10ft)	
	iv) Danger/hatari plate height	3 meters from ground level (10ft)	
	v) Pole number height	3 meters from ground level (10ft)	
	(f) Span length	As per design. Basic Span for 75sqmm cond = 100m (Max 120m on single pole structure); Basic Span for 150sqmm & 300sqmm cond. = 80m on single pole structure.	
	g) Adherence to pole schedule	As per design proposal	
2	HT Conductor stringing		
	a) Tensioning & sagging	No waves	
	b) Conductor kinks, frays	None	
	c) Mid-span joints quality	Neat joint	
	d) T-Off Connection	Neat with U-loop for 11&33KV. Use V/Sect for 66KV T-off.	
	e) Ground clearance	As per KPLC standards (See Table 5)	
	f) Conductor spacing	See Table 3	
	g) Jumpering & termination	Neat with PG clamps (Double Jumpering)	
	h) Line separation	See Table 4	
3	HT Insulator installation		
	a) Conductor binding on insulators	Neat	
	b) Conductor termination to dead end clamps (gun clamps)	Neat	
4	HT Bush clearing 11,33,66KV	Clearance from centreline = 3.0m on either side ie (total 6m corridor) for 11/33KV and 10m corridor for 66KV, with Y-formation.	

5 Stays(Normal, flying, outrigger, struts)	
a) Support angle (at the pole)	$30^{\circ} \leq \alpha \leq 45^{\circ}$
b) Distance of stay hole from pole	Determined by support angle (Between (approx) half pole length and full pole length) based on wayleaves availability
c) Support point in-relation to load on pole.	Closest possible point to the loaded point
d) Stay hole depth (shoe shaped)	1/2 ft deeper than respective pole hole (with shoe - shaped bottom)
e) Anti-climbing device/barbed wire	2 metres spread with make-off as the middle point
f) Size of stay wire and rod/pole used	See Table 2
g) Vertical Distance of stay insulator from ground level	3meters (10ft)
h) Spans supported	As per design. (Not more than one for Outrigger)
6 Continous Aerial Earth	Every 4th pole; Value $\leq 20\Omega$
7 ABS Installation	
a) Operating handle level	1.2m from ground level with Permali
b) Earth Matt	Installed - 2.5ftX2.5ft; Max 150mm depth
8 MV/HT Cable installation	
a) Depth	As per KPLC standards (Min 600mm/2ft)
b) Backfilling / Reinstatement	River sand / redsoil. Surface - as per Local authority requirement
c) Hatari slabs	Laid on entire cable length, back-to-back
d) Cable guard	Installed
e) Cable isolation / Protection installed	ABS / Taplins / Powder fuses/RMU (correct rating)
f) Earthing	On armour - both ends ; Value $\leq 20\Omega$
g) Surge Diverter installation	On both ends