



Kenya Power

**TENDER NO.KP1/9AA-2/OT/97/OPS/16-17 FOR SUPPLY,
INSTALLATION AND COMMISSIONING OF
ADDITIONAL SWITCHGEAR PANELS AND
TRANSFORMERS AT WAJIR POWER STATION
2017**

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

(E-PROCUREMENT TENDER OPENING SYSTEMS)

(ENSURE TO READ THE APPENDIX TO INSTRUCTIONS TO TENDERERS)

THE KENYA POWER & LIGHTING COMPANY LIMITED
CENTRAL OFFICE, STIMA PLAZA,
KOLOBOT ROAD, PARKLANDS,
P.O. BOX 30099-00100,
NAIROBI,
KENYA.

Telephones: +254-20-3201000; 3644000 Pilot Lines

Telephones: +254-720-600070/1-5; 733-755001/2-3 Cellular

Facsimile: +254-20-3514485; 3750240

Telegrams: "ELECTRIC"

E-mail: HOtieno2@kplc.co.ke

Hpasawe@kplc.co.ke

Smbuthia@kplc.co.ke

rmacharia@kplc.co.ke

Website: www.kplc.co.ke

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SECTION I - INVITATION TO TENDER

JULY, 2017

TENDER NO. KP1/9AA-2/OT/97/OPS/16-17 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ADDITIONAL SWITCHGEAR PANELS AND TRANSFORMERS AT WAJIR POWER STATION

1.1 The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers for Provision of Repair of General Electronics Equipment in Telecommunication Systems. Interested eligible Tenderers may obtain further information from the **General Manager, Supply Chain**, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3rd Floor, Kolobot Road, P.O Box 30099 – 00100 Nairobi, Kenya.

1.2 Obtaining tender documents

1.2.1 Tender documents detailing the requirements may be viewed at KPLC E-Procurement web Portal found on the KPLC website. www.kenyapower.co.ke beginning on **5th July, 2017**.

1.2.2 Upon downloading the tender, bidders are required to immediately send/e-mail their Names and contact details to:

- | | | |
|------|--|--|
| i. | Chief Officer, Supply Chain | – H0tieno2@kplc.co.ke |
| ii. | Chief Engineer, Off Grid Power Station | – Hkapsowe@kplc.co.ke |
| iii. | Supply Chain Officer | – rmacharia@kplc.co.ke |
| iv | Technician | - Smbuthia@kplc.co.ke |

***1.3 Submission of Tender documents**

Completed Tenders are to **be saved as PDF** documents marked **TENDER NO. KP1/9AA-2/OT/97/OPS/16-17 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ADDITIONAL SWITCHGEAR PANEL AND TRANSFORMER AT WAJIR POWER STATION**, and submitted through KPLC E-Procurement web portal found on KPLC web site (ww.kplc.co.ke) so as to be received on or before **3rd August, 2017 at 10.00a.m**

1.4 Prices

Price quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings for local bidders and shall remain valid for one hundred and twenty (120) days from the closing date of the tender.

1.5 Opening of submitted Tenders

Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi.

1.6 Pre-bid meeting

There will be pre-bid meeting and site visits for this tender 13th July 2017 at Wajir Power Station at 10.00 am. Pre-bid meeting and site visit are mandatory.

SECTION II - TENDER SUBMISSION CHECKLIST

A. Tender Submission Format

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

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.	
2	Declaration Form	
3	Duly completed Tender Form	
4	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers	
5*	Copy of PIN Certificate	
6*	Copy of Valid Tax Compliance Certificate	
7	Confidential Business Questionnaire (CBQ)	
8*	Catalogues and or Manufacturer’s drawings	
9	Duly completed Schedule of Guaranteed Technical Particulars	
10	Principals Authorization and warranty	
11	Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least two (2) previous customers	
12	Statement on Deviations	
13	Price Schedule(s)	
14	Schedule of requirements duly filled indicating services offered	
15	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. (For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).	
16	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	

NOTES TO TENDERERS

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

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the KPLC tendering portal.*
- 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 Regulatory 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 Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- 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 “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*
- m) *KPLC’s “authorized person” shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*

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

3.2 Eligible Tenderers

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Eligible Goods

3.3.1 All goods to be supplied under the contract shall have their origin in eligible source countries. These countries are as described in the Appendix to Instructions to Tenderers.

3.3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3.3 The origin of goods is distinct from the nationality of the Tenderer.

3.4 Joint Venture

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

a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.

b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.

c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows: -

(i) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.

(ii) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.

d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

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

3.4.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.5 Cost of Tendering

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

3.6 Contents of the Tender Document

- 3.6.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
- a) *Invitation to Tender*
 - b) *Tender Submission Checklist*
 - c) *Instructions to Tenderers*
 - d) *Appendix to Instructions to Tenderers*
 - e) *Schedule of Requirements*
 - f) *Project Implementation Schedule*
 - g) *Price Schedule for Services*
 - h) *Evaluation Criteria*
 - i) *General Conditions of Contract*
 - j) *Special Conditions of Contract*
 - k) *Tender Form*
 - l) *Confidential Business Questionnaire Form*
 - m) *Tender Security Form*
 - n) *Manufacturer's Authorization Form*
 - o) *Manufacturer's Warranty*
 - p) *Declaration Form*
 - q) *Contract Form*
 - r) *Performance Security Form*
 - s) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*
- 3.6.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
- 3.6.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.7 Clarification of Documents

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

3.8 Amendment of Documents

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

3.9 Language of Tender

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

3.10 Documents Comprising the Tender

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

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.11, 3.12 and 3.13.*
- b) *Documentary evidence established in accordance with paragraph 3.15 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 3.15 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 3.18*

- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

3.11 Tender Form

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

3.12 Tender Prices

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

3.13 Tender Currencies

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

3.14 Tenderer's Eligibility and Qualifications

- 3.14.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.14.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –
 - a) *That, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or principal's Authorization Form in the Tender Document*
 - b) *That the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the*

Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.

- c) *That the Tenderer has the technical and production capability necessary to perform the contract.*
- d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
- e) *That the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*

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

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

3.15 Conformity of Services to Tender Documents

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

3.15.2 The documentary evidence of 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.*

3.15.3 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.14.1, 3.14.2 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.

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

- 3.16.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.
- 3.16.2 KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.
- 3.16.3 KPLC shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 3.16.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.17 Warranty

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

3.18 Tender Security

- 3.18.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the ***Tender Security Box on 3rd Floor, Procurement entrance on or before the opening date and time and receipt acknowledged by KPLC evidenced by a stamped copy.***
- 3.18.2 The tender security shall be either one or a combination of the following: -
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

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

3.18.3 The tender security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.18.1.

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

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

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

3.18.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.29.

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

- a) *The procurement proceedings are terminated*
- b) *KPLC determines that none of the submitted Tenders is responsive*
- c) *A contract for the procurement is entered into*

3.18.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.

3.18.10 The Tender Security shall be forfeited –

- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
- b) *if the Tenderer rejects a correction of an arithmetic error*
- c) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39*
- d) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*

3.19 Validity of Tenders

3.19.1 Tenders shall remain valid for **one hundred and twenty (120) days** after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.

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

3.20 Alternative Offers

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

3.21 Preparation and Signing of the Tender

3.21.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.21.2 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.

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

3.21.4 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.

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

3.21.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.29.

3.22 Deadline for Submission of Tenders

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

3.22.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.8, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.23 Modification and Withdrawal of Tenders

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

3.23.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.21, 3.22 and 3.23. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but

followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

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

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

3.24 Opening of Tenders

3.24.1 KPLC shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated.

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

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

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

3.25 Process to be Confidential

3.25.1 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.

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

3.26 Clarification of Tenders and Contacting KPLC

3.26.1 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.

3.26.2 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.

3.26.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender openings to the time the contract is awarded.

3.26.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.27 Preliminary Evaluation and Responsiveness

3.27.1 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.

3.27.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.

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

3.28 Minor Deviations, Errors or Oversights

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

3.38.2 Such minor deviation -

3.30.2.1 Shall be quantified to the extent possible,

3.30.2.2 Shall be taken into account in the evaluation process, and,

3.30.2.3 Shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.

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

3.29 Technical Evaluation and Comparison of Tenders

3.29.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.29.2 The Operational Plan is a critical aspect of the Tender. KPLC requires that the Services shall be performed at the time specified in the Schedule of Requirements. KPLC's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than KPLC's required delivery time will be treated as non-responsive and rejected.

3.30 Financial Evaluation of Tenders

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

a) of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services.

- b) deviations in Payment Schedule from that specified in the Special Conditions of Contract
- 3.30.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.
- 3.30.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 3.30.4 The Tenderer will be notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will be rejected, and its Tender Security forfeited.

3.31 Preferences

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

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

3.32 Debarment of a Tenderer

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

3.33 Confirmation of Qualification for Award

- 3.33.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.33.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.33.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.34 Award of Contract

- 3.34.1 KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.
- 3.34.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.35 Termination of Procurement Proceedings

- 3.35.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.35.2 KPLC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.36 Notification of Award

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

3.37 Signing of Contract

- 3.37.1 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.
- 3.37.2 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.
- 3.37.3 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.
- 3.37.4 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.
- 3.37.5 Paragraph 3.33 together with the provisions of this paragraph 3.35 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.35.3.

3.38 Performance Security

- 3.38.1 Within **fourteen (14) days** of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be either one or a combination of the following:
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 3.38.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.38.3 The successful Tenderer shall furnish a Performance Security being the sum of **ten percent (10%)** of the contract price.
- 3.38.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall **not exceed three (3) days** from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.38.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.38.6 Paragraph 3.38, 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.40.4.

3.39 Corrupt or Fraudulent Practices

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

- 3.39.2 KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.39.3 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 Monopolies and Restrictive Trade Practices

- 3.40.1 Agreements between undertakings, decisions by associations of undertakings, decisions by undertakings or concerted practices by undertakings which have as their object or effect the prevention, distortion or lessening of competition in trade in the goods tendered for are prohibited.
- 3.40.2 An agreement or a concerted practice of the nature prohibited above shall be deemed to exist between two or more undertakings if-
- a. Any one of the undertakings owns a significant interest in the other or has at least one director or one substantial shareholder in common; or
 - b. Any combination of the undertakings engages in any of the below practices;
 - i. Directly or indirectly fixing purchase or selling prices or any other trading conditions, and/or
 - ii. Collusive tendering.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No.	ITT Reference Clause	Particulars of Appendix
1	3.2.1 Eligible Tenderers	<i>Specialist in supply, installation and commissioning of switchgear, panel and transformers</i>
2	3.3.1 Origin of Eligible goods	<i>Any country is eligible</i>
3	3.6 Time for Completion of Works	<i>18 months</i>
4	3.10.3 Site Visit and Pre-Bid Meeting	<i>pre-bid and site visit meeting shall be held on 13/07/2017 at 10.00am at Wajir Power Station</i>
5	3.10 (e) Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least four (4) names with full contact as well as physical addresses of previous customers of similar services.</i>
6	3.13 Tender Currency	<i>For avoidance of doubt, the currency of the tender must be in Kenya Shillings for local bidders (for foreign bidders the convertible currency at the exchange rate of the tender opening date)</i>
7	3.14.2 (a) Manufacturer’s / Principal’s Authorization	<i>A form of the minimum standard requirements is attached in the detailed technical requirements</i>
8	3.14.2 (b) Documentary evidence of financial capability	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. (For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).
9	3.14.2 (c) and (d) Documents of evidence of eligibility	<i>As indicated in 3.14.4 and 3.14.5</i>
10	3.14.2 (e) Tenderer’s membership of a recognized or accredited institution.	<i>Provide all Membership and Accreditation</i>
11	3.15.2 (a) Catalogues,	<i>All technical documents and specifications</i>

	Brochures, Manufacturer's/ Principal's Drawings	<i>pertaining to the product MUST be provided</i>
12	3.17.2 Warranty	<i>Warranty of one (1) year or manufacturer's guarantee (whichever is longer). An SLA is required.</i>
13	3.18.1 Tender Security	<i>KShs 1,500,000.00 (One Million Five hundred thousand shillings) however the original tender security shall be dropped in the tender box situated at third floor Stima Plaza</i>
14	3.21 Preparation and signing of the tender	<i>There will be only one document submitted on the e-procurement portal. Bidders shall ensure they upload all the required documents into the portal.</i>
15	3.24 Opening of Tenders	<i>The tender shall be opened electrically at Stima Plaza auditorium on 03.08.2017 at 10:00 a.m. and bidders are encouraged to participate.</i>
16	3.34.2 Mode of Award of Contract	<i>To the lowest evaluated bidder.</i>
17	3.38 Performance Security	<i>Performance bond shall be 10% of contract sum total.</i>

SECTION IV-SCHEDULE OF REQUIREMENTS

SCOPE OF WORK

WAJIR POWER STATION

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4.2 SCOPE OF WORK

4.2.1 General

The Bidder shall examine the scope of works in this section in close connection with the other documents and particulars forming these Bidding Documents.

Special attention shall be paid to General Specifications and Particular Technical Specifications, in which the general technical requirements are specified. The drawings enclosed in are for bidding purposes only.

If the Specifications and/or Drawings do not contain particulars of materials or goods, which are necessary for the proper and safe completion, operation, and maintenance of the equipment in question, all such materials shall be deemed to be included in the supply.

In the event of any conflict between the Drawings and the Specifications, the latter shall prevail.

In the event of any conflict between scaled dimensions and figures on the Drawings, the figures shall prevail.

Should the Bidder find discrepancies in or omissions from these Specifications or from the other Documents, or should he be in doubt as to their meaning, he should immediately contact the Project Manager for interpretation, clarification or correction thereof before submitting his Bid. Such action shall, however, in no case be considered as a cause for altering the closing date of the Bid.

The scope of work for equipment shall cover engineering design, manufacture, testing before shipment and packing sea worthy or otherwise as required, delivery DDP site, of all equipment as specified in the preceding chapters.

For substations contracted on turn-key basis the substation contractor shall be responsible for design, material supply, transport, erection, installation and commissioning as well as having the full responsibility for civil works including design and construction of generator set and transformer foundations and control building.

The Contractor shall design and construct the transformer foundations with oil collection pit, oil trap (Oil interceptor) and fire damper consisting of crushed stones laying on a galvanized steel grating. Fire wall shall be constructed where necessary.

Loose equipment for the Employer's rehabilitation shall be complete with documentation and ancillaries like programs, licenses and programming tools.

Equipment that is to be dismantled and removed from existing substations is to be recovered by the Contractor and deposited to sites within or in the immediate vicinity of the power station. Such sites are to be designated by the Employer. The recovered equipment is to be taken over by the Employer at these sites.

Standard Station

This section defines the standard station components. The actual quantities to be included in the price schedules are found for the power station and substation in the subsequent sections.

4.2.2 *415V Indoor Switchgear Bays*

1 x 415V board comprising 3 no. generator bay circuit breaker panels, 1 no. feeder bay circuit breaker panel and synchronization devices. These shall be supplied with Remote control panels. These panels and devices **shall be integrated** with the existing generator set controllers and engine systems.

4.2.2.1 Generator Bay CB Panel

1 (one) complete bay panel shall be equipped with:

- a) 1 (one) Withdrawable circuit breaker
- b) 1 (one) set of busbars
- c) 1 (one) set of current transformers
- d) 1 (one) Automatic Load Sharing controller unit with display and measuring functions (with provision for manual operation)
- e) 1 (one) 3-phase over current relay function
- f) 1 (one) Differential protection relay function
- g) 1 (one) Reverse Power protection relay function
- h) 1 (one) Synchronisation function
- i) 1 (one) Multifunctional Meter for measurements and display of kV,I,MVAR,MW
- j) 1 (one) neutral point earth fault relay function
- k) 1 (one) lock-out trip relay with electrical/hand reset facilities
- l) 1 (one) lot of necessary interposing relays, indication lamps, switches, MCB's, terminal blocks and wiring to form a complete operative bay control. The control scheme shall be prepared for SCADA operation.

4.2.2.2 Feeder Bay CB Panel

1 (one) complete bay panel shall be equipped with:

- a) 1 (one) Withdrawable circuit breaker
- b) 1 (one) set of busbars
- c) 1 (one) set of current transformers
- d) 1 (one) Feeder bay control unit with display and measuring functions

- e) 1 (one) 3-phase over current relay function
- f) 1 (one) Earth fault relay function
- g) 1 (one) Synch-check function
- h) 1 (one) Alarm Annunciator device.
- i) 1 (one) Multifunctional Meter for measurements and display of kV,I,MVAR,MW
- j) 1 (one) 1 (one) lock-out trip relay with electrical/hand reset facilities
- k) 1 (one) lot of necessary interposing relays, indication lamps, switches, MCB's, terminal blocks and wiring to form a complete operative bay control. The control scheme shall be prepared for SCADA operation.

4.2.2.3 Control and Measuring Cables

- (a) All external cables, conventional (shall be armoured) or fibre optical, for control, protection, measuring, indication, etc., for the complete plant.
- (b) Wiring between the switchyard apparatus, gensets, transformers, the boards and the control system in the existing and new control buildings and the interconnections between the various apparatus in the power station shall be included.

4.2.3 *11 kV Bays - Indoor Switchgear Type*

4.2.3.1 Incomer Bay - Switch Board Panel

1 (one) complete bay shall be equipped with:

- a) 1 (one) Withdrawable circuit breaker
- b) 1 (one) Integral earth switch
- c) 1 (one) set of busbars
- d) 1 (one) set of current transformers
- e) 1 (one) bay control unit with display and measuring functions
- f) 1 (one) 3-phase over current relay function
- g) 1 (one) Restricted earth fault relay function
- h) 1 (one) Differential protection relay function
- i) 1 (one) Sych-Check function
- j) 1 (one) Multifunctional Meter for measurements and display of kV,I,MVAR,MW
- k) 1 (one) Tariff Energy Meter
- l) 1 (one) neutral point earth fault relay function (if not provided on the generator bay panel)
- m) 1 (one) lock-out trip relay with electrical/hand reset facilities

- n) 1 (one) lot of necessary interposing relays, indication lamps, switches, MCB's, terminal blocks and wiring to form a complete operative bay control. The control scheme shall be prepared for SCADA operation.
- o) 1 (one) set of voltage transformers (with a facility for primary isolation)
- p) 1 (one) set of 11 kV lightning arresters

4.2.3.2 Feeder Bay - Switch Board Panel

1 (one) complete bay shall be equipped with:

- a) 1 (one) Withdrawable circuit breaker
- b) 1 (one) Integral earthing switch
- c) 1 (one) set of busbars
- d) 1 (one) set of current transformers
- e) 1 (one) bay control unit with display and measuring functions
- f) 1 (one) 3-phase over current relay function with auto re-close function. The auto-reclose function must be selectable with an external switch
- g) 1 (one) Earth fault relay function
- h) 1 (one) Sensitive Earth fault relay function
- i) 1 (one) Sych-Check function
- j) 1 (one) Multifunctional Meter for measurements and display of kV, I, MVAR, MW
- k) 1 (one) Tariff Energy Meter
- l) 1 (one) Trip relay
- m) 1 (one) lot of necessary interposing relays, indication lamps, switches, MCB's, terminal blocks and wiring to form a complete operative bay control. The control scheme shall be prepared for SCADA operation.

4.2.3.3 Bus- Section - Switch Board Panel

1 (one) complete bay shall be equipped with:

- (a) 1 (one) Withdrawable circuit breaker
- (b) 1 (one) set of protection current transformers.
- (c) 2 (two) Integral earthing switches (one on each busbar section if not located elsewhere on the switchgear board panels)
- (d) 1 (one) set of busbars including droppers and risers
- (e) 2 (two) set of voltage transformers (one on each busbar section if not located elsewhere on the switchgear board panels)
- (f) 1 (one) bay control unit with display and measuring functions

- (g) 1 (one) 3 Phase overcurrent protection function and 1 (one) Earth fault protection function
- (h) 1 (one) Sych-Check function
- (i) 1 (one) Trip relay
- (j) 1 (one) lot of necessary interposing relays, indication lamps, switches, MCB's, terminal blocks and wiring to form a complete operative bay control. The control scheme shall be prepared for remote operation.

4.2.3.4 Auxiliary Transformer Bay - Switch Board Panel

1 (one) complete bay equipped with:

- a) 1 (one) Withdrawable circuit breaker
- b) 1 (one) set of protection current transformers.
- c) 1 (one) 3 phase overcurrent relay function
- d) 1 (one) Earth fault relay function
- e) 1 (one) trip relay
- f) 1 (one) Integral earth switch
- g) 1 (one) bay control unit with display and measuring functions
- h) 1 (one) set of busbars
- i) 1 (one) set of 11 kV lightning arresters
- j) 1 (one) lot of necessary interposing relays, indication lamps, switches, MCB's, terminal blocks and wiring to form a complete operative bay control. The control scheme shall be prepared for remote operation.

4.2.3.5 Control and Measuring Cables

- (a) All external cables, conventional (shall be armoured) or fibre optical, for control, protection, measuring, indication, etc., for the complete plant.
- (b) Wiring between the switchyard apparatus, gensets, transformers, the boards and the control system in the existing and new control buildings and the interconnections between the various apparatus in the power station shall be included.

4.2.4 *Lightning Arresters*

- (a) 11 kV lightning arresters and associated fitting and wiring accessories to be erected on the 11kV Feeder Cable take-off H-pole structures.

4.2.5 *11/0,415 kV Auxiliary transformer*

2 (two) 11/0.415 kV, 630 kVA, Dyn1. The transformers shall be installed outdoor.

4.2.6 *Power Cables and Accessories*

4.2.6.1 MV Power Cables from Power & Auxiliary Transformers to New 11kV Indoor Switchgear

- (a) 1 (one) lot of 11 kV cables from main Generator transformers to 11 kV switchgear, rated for 120 % of nominal transformer rating
- (b) 1 (one) lot of 11 kV cable terminations for transformer and switchgear connection
- (c) 1 (one) lot of 11 kV cables from switchgear to auxiliary transformers
- (d) 1 (one) lot of 11 kV cable terminations for auxiliary transformer and switchgear connection
- (e) 1 (one) lot of 11kV cable support structures for Generator transformers and auxiliary transformers.

4.2.6.2 MV Power Cables from Existing 11kV Switchgear to New 11kV Indoor Switchgear

- (a) 1 (one) lot of 11 kV cables from existing 11kV switchgear to new 11 kV switchgear, rated for 120 % of nominal transformer rating
- (b) 1 (one) lot of 11 kV cable terminations for existing 11kV switchgear and new 11 kV switchgear connection
- (c) 1 (one) lot of 11kV cable support structures for existing 11kV switchgear

4.2.6.3 MV Power Cables from New Indoor Switchgear to 11kV line termination tower

- a) 1 (one) lot of 11 kV cable from indoor 11 kV switchgear to 11kV terminal tower (cable take-off structure)
- b) 1 (one) lot of 11 kV cable terminations for switchgear connection and 11kV line connection.
- c) 1 (one) lot of support structures for cable terminations on 11kV terminal tower (cable take-off structure) and surge arrestors.

4.2.6.4 LV Power Cables from Power Transformer to 415V Indoor Switchgear

- (a) 1 (one) lot of 415V cables from main Generator transformer to 415V switchgear, rated for 120 % of nominal transformer rating
- (b) 1 (one) lot of 415V cable terminations for transformer and switchgear connection
- (c) 1 (one) lot of 415V cable support structures for Generator transformer.

4.2.6.5 LV Power Cables from Generator Sets to 415V Indoor Switchgear

- (a) 1 (one) lot of 415V cables from Genset to 415V switchgear board, rated for 120 % of nominal generator rating
- (b) 1 (one) lot of 415V cable terminations for generator and switchgear connections
- (c) 1 (one) lot of 415V cable support structures for Generators.

4.2.6.6 LV Power Cables from Auxilliary Transformers to Main AC Distribution Board

- (a) 1 (one) lot of 415V cables from auxiliary transformers to main ac distribution board, rated for 120 % of nominal transformer rating
- (b) 1 (one) lot of 415V cable terminations for auxiliary transformers and main ac distribution board connections
- (c) 1 (one) lot of 415V cable support structures for auxiliary transformers.

4.2.7 *Control, Protection, Metering and Signalling*

4.2.7.1 Substation Automation System

4.2.7.1.1 General

- 1 (one) lot of complete Substation Automation System (equipment and software) for substation control.

To the extent the internal control and interlocking system for the equipment supplied is not included for that particular equipment, it shall be included herein. All interconnections needed to form a complete installation shall also be included herein.

The control system specified hereunder shall include all necessary equipment for control, protection, metering and signalling. The system shall include all instruments, meters, switches, position indicators, inscriptions and mimic diagrams, protective and auxiliary relays, terminal blocks, internal wiring and any other equipment required to form a complete installation.

Drawings showing the control system, protection units and the boards as they are proposed shall be supplied with the Bid.

The space needed for the boards should not exceed the available space.

Information defining the internal local control communication protocol shall be submitted with the Bid.

Complete sets of schematic diagrams for control, protection, indication, metering, signalling, alarms, etc. shall be supplied as part of the project and shall be subject to the Project Manager's approval.

The requirements as to submission of diagrams, drawings and other documents with the Bid and after award of Contract are stated in the standard form of contract.

4.2.7.1.2 Scope.

The supply and services to be performed by the Contractor shall comprise the design, manufacture, factory testing, packing, transport, insurance, unloading, storage on Site, construction works and erection, corrosion protection, site testing, submission of documentation, commissioning, training of KPLC's personnel and warranty of the works.

The proposed SA system for the above work should offer at least the following functionality: -

- Full operational control, reporting, alarm and indication facilities for the station from the RCC's (Supervisory level).
- Full operational control, alarm and indication facilities for the substation from the Human Machine interface (HMI) workstations in the station control room (Substation Level).
- Operational control of each new circuit/bay from the protection relay panel using the bay control unit LCD display (Bay level).
- Control of each item of plant from the Local Control Cubicle (LCC) (Local Level)
- The control facilities from each control point are to be interlocked (hardwired) to prevent operation of any device simultaneously from more than one control point.
- At least one fully operational control point shall remain available in the event of a single equipment or communications failure.
- Complete facilities must exist for the proper lockout and maintenance tagging of circuits and plant items to ensure the safety of personnel and the security of the system
- The SA system shall use open communication protocols (IEC61850, IEC60870-101/104) and be readily interfaced with third party devices operating on open protocols. The Tenderer shall describe such interfaces and provide an experience list of devices with which the offered control system has previously been interfaced.
- The works shall include complete integration of the SAS to existing SCADA System.

The SAS shall typically include:

Station Level:

- 2 Independent Gateways (Main and Hot-standby) for communications to the SCADA system- for stations with 23 MVA transformation, while lower transformation capacity will not be equipped with Hot Standby.
- Configuration and parameterization software with onetime licenses fully paid.
- 1 Operator Workstation/HMI-OWS, and the complete workplace (desk, chair & File cabinet).
- 1 Engineering Work Station-EWS (Industrial) to be installed in Panel.
- Color printer. To print screen shots
- Satellite clock, complete with GPS Receiver, Antenna and necessary time synchronization ports.
- Interface for laptop computer for maintenance, information transfer and emergency HMI
- Laptop Computer for maintenance, information transfer and emergency HMI
- UPS system (using the station DC system) for SAS (including OWS, EWS and Printers).
- Communication network equipment [station (system) LAN, Field Communication Network, Various optical couplers, etc.].
- interface for control and monitoring of the circuit/bay

4.2.7.1.3 SCADA Interface

- (a) 1 (one) lot complete system (equipment and software), with communication gateway, data concentrator etc. for interface to the Regional (RCC) SCADA system and to the National (NCC) SCADA system using IEC60870-101/104 protocols.

4.2.7.2 Remote Control Panel - 415V Indoor Switchgear Bays

1 (one) complete remote panel comprising control, monitoring, signalling, alarms and display functions for 3 no. generator bay circuit breaker panels, 1 no. feeder bay circuit breaker panel and synchronization devices..

Panel shall be equipped with:

- a) 3 (three) genset bays monitoring and signalling display functions
- b) 3 (three) genset bays control and status indication functions
- c) 1 (one) Feeder bay monitoring and signalling display functions
- d) 1 (one) Feeder bay control and status indication functions

- e) 4 (Four) Alarm Annunciator device.
- f) 4 (four) Multifunctional Meter for measurements and display of kV,I,MVAR,MW
- g) 4 (Four) Tariff Energy Meter
- h) 1 (one) lot of necessary interposing relays, indication lamps, switches, MCB's, terminal blocks and wiring to form a complete operative bay control.

The control panel shall have a mimic representation of the bays. This panel and devices **shall be integrated** with the existing generator set controller, engine system and 415V indoor switchgear devices.

4.2.7.3 Remote Control Panel – Fuel Control and Monitoring System

1 (one) complete remote panel comprising control, monitoring, signalling, alarms and display functions for the existing fuel pump controls and fuel tank levels.

Panel shall be equipped with:

- a) Monitoring and signalling display functions of the bulk, service and day tank fuel levels.
- b) Control (automatic and manual) and status indication functions for the bulk, service and day tank pumps.
- c) Alarm Annunciator device.
- d) 1 (one) lot of necessary interposing relays, indication lamps, switches, MCB's, terminal blocks and wiring to form a complete operative bay control.

The control panel shall have a mimic representation of the fuel system. This panel and devices **shall be integrated** with the existing fuel system devices.

4.2.7.4 Control and Measuring Cables

- (c) All external cables, conventional (shall be armoured) or fibre optical, for control, protection, measuring, indication, etc., for the complete plant.
- (d) Wiring between the switchyard apparatus, gensets, transformers, the boards and the control system in the existing and new control buildings and the interconnections between the various apparatus in the power station shall be included.

4.2.8 Auxiliary AC Supply Equipment

4.2.8.1 Main AC Distribution Board

1 (one) main distribution board designed for minimum 1250 A rating with necessary number of panels as indicated below: An Auto Change-Over scheme with provision for manual operation for two 415VAC supply sources to be incorporated. Provide a Tie Breaker of the same rating on the 415VAC busbars.

- (a) 2 (two) circuit breaker, manual/auto operation incorporated, minimum 1250 A, for the incoming from the auxiliary transformers.
- (b) 1 (one) circuit breaker, manual/auto operation incorporated, minimum 1250 A, for the tie circuit breaker on the 415VAC busbars.
- (c) 3 (three) current transformer sets 1250/1/1 A with two cores, one core for measuring and one for protection to be provided for the 2 (two) Incoming and tie breaker circuits
- (d) 3 (three) constant time overcurrent relays.
- (e) 3 (three) earth fault relays.
- (f) 3 (three) Multifunctional Meters for measurements and display of V, I, kVAR, kW.
- (g) 2 (two) Tariff Energy Meters
- (h) 1 (one) lot of feeder circuit breakers with electro-magnetic and thermal releases. The breaker ratings shall be chosen to suit the different circuits to be connected. The board shall be completely equipped with busbars, circuit breakers, miniature circuit breakers etc. Contactors, motor starters, instruments, operating switches, push buttons, indicating lamps, etc., shall be included whenever required

20% of the breakers of each size shall be spare and readily mounted.

4.2.8.2 Sub-distribution Boards and Panels

- (a) 1 (one) lot of all necessary sub-distribution boards and panels (including the distribution panel for lighting and power points of the new control building).

The boards shall be completely equipped with busbars, circuit breakers, miniature circuit breakers etc. Contactors, motor starters, instruments, operating switches, push buttons, indicating lamps, etc., shall be included whenever required.

20% of the breakers of each size shall be spare and readily mounted.

4.2.8.3 Control and Measuring Cables

- (a) 1 (one) lot of all necessary armoured power and control cables for supply to the main distribution board and to the sub-distribution boards, panels and equipment except for the cables for lighting and small power which are included in the civil Goods under separate section of contract.

4.2.9 *DC Supply System*

4.2.9.1 Battery

4.2.9.1.1 110 VDC Batteries

1 (one) Lot of 110 VDC battery. The battery Capacity **shall be at least** 200 Ah/10h. The Batteries shall be installed in the **new** Control building room with explosion proof ventilation fan.

4.2.9.1.2 24VDC Batteries

1 (one) Lot of 24VDC battery . The battery capacity **shall be at least** 200Ah/10h. The Batteries shall be installed in the **existing** Control building room with explosion proof ventilation fan.

The capacities to be recommended by the Bidder, based upon the calculated consumption considering a **fully developed** power station.

4.2.9.2 Charger

4.2.9.2.1 110VDC Charger

1 (one) DC charger for the 110 V battery. The charger shall be installed in the **new** Control building.

4.2.9.2.2 24VDC Charger

1 (one) DC charger for the 24 V Battery. The Charger shall be installed in the **existing** Control building

The chargers shall be complete with instruments, breakers on AC and DC side and protection. The chargers shall have auxillary contacts for collection of status, alarms and measurands for the SCADA system.

4.2.9.3 Switchboard

4.2.9.3.1 1 (one) switchboard for 110 V DC.

The board shall have:

- (a) 1 (one) main circuit breaker with magnetic and thermal release for the incoming from charger/battery.
- (b) 1 (one) A-meter with shunt for the incoming circuit.
- (c) 1 (one) V-meter
- (d) 1 (one) lot of DC voltage and circuit breaker monitoring devices with alarm contacts for SCADA system.
- (e) 1 (one) lot of all necessary circuit breakers and miniature circuit breakers for the outgoing feeders and circuits.

The boards shall be completely equipped with busbars, miniature circuit breakers, fuses, etc. Contactors, motor starters, instruments, operating switches, push buttons, indicating lamps, under-voltage relays with alarm contact, etc., shall be included whenever needed.

20% of the breakers of any size shall be spare and readily mounted.

4.2.9.3.2 1 (one) switchboard for 24 V DC.

The board shall have:

- (f) 1 (one) main circuit breaker with magnetic and thermal release for the incoming from charger/battery.
- (g) 1 (one) A-meter with shunt for the incoming circuit.
- (h) 1 (one) V-meter
- (i) 1 (one) lot of DC voltage and circuit breaker monitoring devices with alarm contacts for SCADA system.
- (j) 1 (one) lot of all necessary circuit breakers and miniature circuit breakers for the outgoing feeders and circuits.

The board shall be completely equipped with busbars, miniature circuit breakers, fuses, etc. Contactors, motor starters, instruments, operating switches, push buttons, indicating lamps, under-voltage relays with alarm contact, etc., shall be included whenever needed.

20% of the breakers of any size shall be spare and readily mounted.

4.2.9.4 Battery Conductors and Fuses

- (a) 1 (one) set of single core conductors for the battery in the battery room.

- (b) 2 (two) single pole fuse boxes with main fuses for the battery, placed on the wall of the battery room, and two fuses for the battery monitoring device.

4.2.9.5 Sub-distribution Boards and Panels

- (a) 1 (one) lot of all necessary sub-distribution boards and panels.

The boards shall be completely equipped with busbars, miniature circuit breakers, fuses, etc. Contactors, motor starters, instruments, operating switches, push buttons, indicating lamps, under-voltage relays with alarm contact, etc., shall be included whenever needed.

4.2.9.6 Control and Measuring Cables

- (a) 1 (one) lot of all necessary DC power supply cables, including wiring to the apparatus in the power station.

4.2.10 *Earthing System*

An earthing network shall be installed comprising the following:

- (a) 1 (one) lot of underground earthing system covering the generator, transformer platforms and control buildings with risers
- (b) 1 (one) complete set of "above-floor" earthing system for the existing and new control building, as applicable, with connections to the risers from the underground system.

4.2.11 *Ancillary Equipment*

4.2.11.1 Station Equipment

- (a) 2 (two) self-contained, rechargeable, portable hand-held lights.
- (b) 1 (one) audible alarm system with the necessary wiring.
- (c) Emergency lighting to be provided in the existing and new control building.

4.2.11.2 Earthing Devices

- (a) 1 (one) set of three phase portable earthing devices for outdoor 11kV and 415V with operating rods/link sticks suitable for earthing of the bay conductors and busbars.
- (b) 1 (one) set of voltage indicators for 11KV and 415V with audible and visual indication for voltage

4.2.11.3 Cable Accessories

- (a) 1 (one) lot of all connecting material, junction boxes, cable boxes and material for fixing the cables.

Terminals and terminal labels to the extent that this is not included in other sections.

4.2.11.4 Racks, Conduits, Ducts, etc

- (a) 1 (one) lot of all cable racks and trays to the extent necessary for the proper laying and distribution of cables.

All the ducts, conduits and protection tubes, wherever cables may deteriorate or where cable laying may otherwise present difficulties.

4.2.12 *Power transformers*

To be supplied as specified for the power station, and in accordance with below data.

4.2.12.1 Type of transformers

Main data for the **Generator Step-up transformers** that shall be supplied:

Item	Rating MVA (ONAN)	Voltage	Vector Group	Tapping range	OLTC
1	1.5	11/0.415	YNd1	<input type="checkbox"/> 5 x 2.5%	no

4.2.13 *Auxiliary transformers*

To be supplied as specified for the power station, and in accordance with below data.

4.2.13.1 Type of transformers

Main data for the auxiliary transformers that shall be supplied:

Item	Rating kVA (ONAN)	Voltage	Vector Group	Tapping range	OLTC
1	630	11/0.415	Dyn1	<input type="checkbox"/> 5 x 2.5%	no

4.2.14 *Civil Works*

4.2.14.1 Platform works

Platform with perimeter fence, earthworks, foundations and drainages shall be constructed as specified in particular specifications.

4.2.14.2 Switchgear buildings

Switchgear buildings shall be constructed as specified in particular specifications.
Control Panels and medium voltage indoor switchgears of different Voltage levels shall be installed in separate rooms

4.2.14.3 Transformer foundations

Transformer foundations shall be constructed as specified in particular specifications.

4.2.14.4 Cable Trenches

Cable trenches shall be constructed as specified in particular specifications

4.2.14.5 Renovation /Rehabilitation and recovery works

Rehabilitation and recovery works shall be constructed as specified in particular specifications

4.2.14.6 Generator foundations

Generator foundations shall be constructed as specified in particular specifications.

4.2.15 *Training in Major Equipment,*

The training shall be for 4 (four) KPLC engineers for each of the courses indicated below. The training shall be held at the manufacturer's premises. All training, air fare and transport costs at manufacturers premises shall be met by the Contractor. KPLC will meet the accommodation costs. The training shall cover design, application, testing, commissioning and maintenance of the relevant digital control and protection systems.. The training shall be for principles of substation design & construction, SAS, Telecommunications and Protection. The training course shall have a minimum of 2 (two) weeks duration.

4.2.16 *Factory Acceptance Test*

The Contractor shall arrange for 2 participants from KPLC and the Project Manager to witness tests of major equipment listed below in the manufacturer's plant. All routine tests shall be carried out in the presence of the Employer's representatives.

The Contractor shall arrange and meet the full cost of the air tickets and local transportation. The cost of accommodation shall be met by KPLC.

- **Genset Protection and control system**
- **Station Automation System**
- **11kV Indoor switchgear Board**
- **415V Indoor switchgear Board**
- **DC supply systems**
- **Power Cables / Conductors**

FAT shall be carried out as prescribed in the particular technical specifications of the equipment.

4.2.17 Test Equipment (TS –003)

This shall be as described in Particular Technical specifications of all the major equipment.

4.2.18 Final documentation

- a) Witnessed and Signed commissioning tests results carried out for all major equipment
- b) As built drawings in 4 (four) paper copies delivered in box files as approved by project manager; **4 CD-ROM copies (all drawings in AutoCAD and PD)**
- c) Operation and maintenance manuals in 4 paper copies delivered in box files as approved by project manager; **4 CD-ROM copy**
- d) Installation CDs and configuration and final settings files for all SAS , protection and control equipment
- e) **1 (one) Hard drive** with all the above documents and software.

4.2.19 Facilities for the project Manager

4.2.19.1 Site Offices

At the location where the Contractor will establish his main site administration, an office for site supervisors from the Project Manager with basic office furniture, internet, telephone and copier shall be provided by the contractor for the implementation period

4.2.19.2 Communication Facilities

3 No. Pre-paid phone and Air-time equivalent to KES 25,000/= per month for Project manager and supervisor. Provide 2 No, of Laptops with all necessary software for the review and approval of documents.

4.2.19.3 Transport

The Contractor shall avail transport on a 24 hour basis to site for the Project Manager for the duration of the Contract.

WAJIR POWER STATION UPGRADE PROJECT

4.2.20 SPECIFIC SCOPE OF WORKS

4.2.20.1 New Control Room Building / Switchgear Building

- 1) Construct a new switchgear building as per **Clause 4.1.4.1.3** Particular Specifications – Civil Works.
- 2) Supply, Install and commission New 11KV Indoor Switchgear Board, power & control cables and associated works.
- 3) Supply, Install and commission 110VDC supply system, AC & DC Distribution boards, power & control cables and associated works.
- 4) Supply, Install and commission complete Substation Automation system (SAS) for the 11KV switchgear board, AC auxiliary supply system, 24VDC & 110VDC system and the existing genset & transformer panels. SAS to be integrated to the existing systems within the power station; subject to Project Managers approval.
- 5) Supply, Install and commission new power cables and associated works from the new 11kV Switchgear board to the new 11KV Over Head take-off concrete H-pole structures.
- 6) Provide chain link fence all round the CRB and 5 meters from the wall, with 2 No. of gates that will be linked by concrete road to the existing road: subject to Project manager's approval.
- 7) CRB plumbing to be connected to the existing borehole system. Provide 10,000 liter water tank with rain water harvesting, piping and pumping. Construct/install a new septic tank.

4.2.20.2 Existing Power Plant works

- 1) Construct a generator plinth to place the existing 3 No. of 500kVA containerized generators complete with the fuel tank plinth and fuel interceptor as per Clause 4.1.4.1.2 Particular Specifications – Civil Works
- 2) Construct a generator plinth to place the 1 No. of 1MVA generators complete with the fuel tank plinth and fuel interceptor as per Clause 4.1.4.1.2 Particular Specifications – Civil Works
- 3) Rehabilitation and construction of new cable trenches across the power station to the new control building and 11kv feeder take-off points (including future bays), as per the new design requirements.
- 4) Relocate the existing 3 No. of 500kVA containerized generators and associated fuel tank to the new plinth above in **4.2.20.2 (1)**. Including the fuel system, power & control cabling and any other associated works to facilitate complete installation and commissioning of the generators.

- 5) Construct 4 No. of transformer plinths and shed as per design requirements and subject to Project Managers approval.
- 6) Recovery of 2 No of existing transformer units inclusive of power & control cables and all associated works to Wajir stores.
- 7) Relocate 1 No. of Auxiliary transformer to the appropriate new plinth. Recover all associated cables and associated works to Wajir stores.
- 8) Renovate the Aux Tx & containerized Gensets Tx room to accommodate a 24VDC battery room and a Main ACDB + Charger Room; to Project Managers approval.
- 9) Renovate the Old Wartsila Tx room to a store to Project Managers approval.
- 10) Recovery of the existing 11kV switchgears, power & control cables and associated works to Wajir stores.
- 11) Recovery of the existing containerized 415V distribution board, power & control cables and associated works to Wajir stores.
- 12) Recovery of the existing 2 No. remote control panels in Power station control room, power & control cables and associated works to Wajir stores.
- 13) Recovery of the existing 1 No. of 24VDC battery system, power & control cables and associated works to Wajir stores.
- 14) Recovery of the wooden structures, switchgear, airbreak switches and busbar materials and associated works from existing substation to Wajir stores.
- 15) Power station entire yard clean up and rearrangement of existing containers to the approval of the Project manager's.
- 16) Supply, Install new Auxiliary supplies 415VAC board & 24VDC Charger in the new ACDB room and the 24VDC batteries in new battery room in **4.2.20.2 (7)**.
- 17) Supply, Install and commission New 415VAC Indoor Switchgear Board, power & control cables and associated works for the containerized Gensets in the switchgear room in **4.2.20.2 (10)**.
- 18) Supply, Install and commission New Remote Control Panel for the new 415VAC Indoor Switchgear Board, control cables and associated works for the containerized Gensets in the Existing Control room.
- 19) Supply, Install and commission New 630KVA Auxiliary transformer, 1.5MVA transformer, power & control cables and associated works on the appropriate new plinths.
- 20) Recovery of the existing power & control cables and associated works from the ABC & Wartsila Genset Transformers to 11kV switchgears. Recovery to Wajir stores.
- 21) Supply, Install and commission new power & control cables and associated works from the Genset Transformers to the new 11kV Switchgear board.

- 22) Provide a new outdoor lighting system (with LED technology and incorporate auto and manual system) for the entire power station area subject to Project manager's approval.
- 23) Rehabilitation of the existing plumbing system, building electrical system, fire and smoke detection system and provide emergency lighting in the power house.
- 24) Design and construct new drainage system for the entire power station subject to Project manager's approval.
- 25) Supply and install earthing system to cover the new CRB, generator and transformer platforms and cable trenches; to be bonded to the existing earth grid.
- 26) Supply, install and commission water purifier system with correct capacity to the existing water borehole system to Project manager's approval.
- 27) Rehabilitation of the existing concrete road.
- 28) Supply, install and commission a 3 Ton motorized crane system and associated works in the mechanical workshop.
- 29) Provide work bench and associated power points for tools and equipment in the mechanical workshop.
- 30) Supply, install and commission 10 No. of air conditioners to Project manager's approval.
- 31) Supply, install and commission a Remote control panel for the fuel control and monitoring system in the existing control room and subject to Project manager's approval.
- 32) Bidder to commission and implement a study on paralleling and load sharing of all the generators. The bidders price to include all necessary expertise and equipment to full implementation.

Item	Description	Unit	Qty
WJR – 001	1.5 MVA, 0.415 /11kV Transformer	Pc	1
WJR – 002	11 kV TX Neutral Earthing Resistor	Pc	1
WJR – 003	11 kV Neutral Link	Pc	1
WJR – 004	11 kV Indoor Switchgear Panels for Genset TX Incomer Bay Including 11kV Surge Arresters	Pc	4
WJR – 005	11 kV Indoor Switchgear Panels for 11kV Feeder Bay – 8 Fdrs (6 Fdrs + 2 Spares)	Pc	8
WJR – 006	11 kV Indoor Switchgear Panels for 11kV Bus Section Bay	Pc	1
WJR – 007	11 kV Indoor Switchgear Panels for 11kV Station Aux, Tx Bay	Pc	2
WJR – 008	Auxiliary transformer 630 kVA, 11/0.415 KV	Pc	1
WJR – 009	11 kV Surge Arresters complete with 11 kV Fdr take-off termination structure fittings	pc	24

Item	Description	Unit	Qty
WJR – 010	MV Power Cables - Genset Tx's, Existing 11kV Indoor Switchgear panels, New 11kV Indoor Switchgear panels, Stn Auxilliary Tx and 11 kV Fdr take-off termination H-pole structure including termination kits for both ends of cable (11kV 3/C Cable, 185mm Sq Al)	Lot	1
WJR – 011	415V Indoor Switchgear Panels for Generator Incomer Bay	pc	3
WJR – 012	415V Indoor Switchgear Panels for Feeder Bay	pc	1
WJR – 013	LV Power Cables – Generators, 415V Indoor Switchgear panels, Genset Tx, Stn Auxillary Tx and Main AC Distribution Board including termination kits for both ends of cable, (415V S/C Cable, 630mm Sq Cu)	Lot	1
WJR – 014	Remote Control Panel for the 415V Indoor Switchgear Bays	pc	1
WJR – 015	Remote Control Panel for the Fuel Control system	pc	1
WJR – 016	Auxiliary AC supply Equipment	Lot	1
WJR – 017	Substation Automation System (SAS)	Lot	1
WJR – 018	24V DC supply System	Lot	1
WJR – 019	110V DC supply System	Lot	1
WJR – 020	Control and measuring cables	Lot	1
WJR – 021	Earthing system	Lot	1
WJR – 022	Ancillary Equipment	Lot	1
WJR – 023	Outdoor Lighting System	Lot	1
WJR – 024	Lightning protection system	Lot	1
WJR – 025	H-Pole Structure and fittings for 11kV take-off points	Lot	1
WJR – 026	Water Purifier and accessories	Lot	1
	Works		
WJR – 401	Preliminary works (Site clearance and relocation works)		
WJR – 402	Transformer Foundations with shed	Lot	4
WJR – 403	Generator Foundations	Lot	4
WJR – 404	Control Room Building / Switchgear Building	Lot	1
WJR – 405	Platform Works (Earthworks, foundations, fence, drainage works etc)	Lot	1
WJR - 406	Cable trenches	Lot	1
WJR -407	Erection and commissioning	Lot	1
WJR -408	Recovery works	Lot	1

Item	Description	Unit	Qty
WJR -409	Rehabilitation/Renovation works	Lot	1
WJR -410	SAS/SCADA system installation, integration and commissioning	Lot	1
WJR -411	Costs for All Statutory Approvals	Lot	1
WJR - 412	Generator Load sharing study, implementation and commissioning	Lot	1
WJR - 413	MV & LV Cables Laying and Terminations	Lot	1

4.2.21 Mandatory Spare Parts and Tools

All spares and tools specified below are to be of makes and types that match with the equipment in the scope of works, to the extent possible. Spares and Tools are to be delivered to KPLC's stores in WAJIR.

4.2.21.1 For Transformers

The following spares and tools are to be provided *for each type* of transformer offered:

Item no.	Item Description	Quantity
ST-001	Auxiliary relay of each type.	3
ST-002	Switches each type	3
ST-003	Contactors each type	2
ST-004	Valve each type	2
ST-005	Gaskets complete set	1
ST-006	Silica gel (complete filling)	2
ST-007	Dial type thermometer	1
ST-008	Mercury (or similar) thermometer	1
ST-009	Oil gauge each type	1
ST-010	Gauge glass each type	1
ST-011	Glass cylinder for silica gel breather	1
ST-012	Bushing of each type	1
	<i>Spares for 630KVA Transformers:</i>	
ST-001b	Valve each type	1
ST-002b	Gaskets complete set	1
ST-003b	Silica gel (complete filling)	1
ST-014b	Glass cylinder for silica gel breather	1
ST-005b	Bushing of <u>each</u> type	1
	<i>Tools</i>	
TT-001	Complete set of slings for lifting	2

4.2.21.2 For Substations

Item no.	Item Description	Quantity
	<i>Spares</i>	
SS-001	415V Withdrawable Circuit Breaker	2
SS-002	Spring charging handle 415V Switchgear	1

Item no.	Item Description	Quantity
SS-003	Circuit breaker draw out handle 415V Switchgear	1
SS-004	Trip Coils 415V Switchgear	4
SS-005	Closing Coils 415V Switchgear	4
SS-006	Fuses of each type of fuse 415V Switchgear	5
SS-007	MCB of each type 415V Switchgear	3
SS-008	Bulbs of each type of bulb 415V Switchgear	5
SS-009	Circuit Breaker Control Switch 415V Switchgear	2
SS-010	Multifunction Meter 415V Switchgear	2
SS-011	MCB of each type 11kV Switchgear	4
SS-012	Bulbs of each type of bulb 11kV Switchgear	5
SS-013	Circuit Breaker Control Switch 11kV Switchgear	2
SS-014	Multifunction Meter 11kV Switchgear	2
SS-015	Protection unit for generator bay 415V Switchgear	1
SS-016	Protection unit for genset transformer bay 415V Switchgear	1
SS-017	Protection unit for 11 kV feeder bay	1
SS-018	SCADA and interface unit of each type	1
SS-019	Auxiliary relays of matching type to ones used in offered equipment, assorted	5
SS-020	(Control) contactors of matching type to ones used in offered equipment, assorted	5
SS-021	Assorted MCB's for AC and DC distribution boards	10
SS-022	Trip coils for each type of Circuit Breaker 11KV	4
SS-023	Close coils for each type of Circuit Breaker 11KV	4
SS-024	11KV VT each type	1
SS-025	11kV cable termination sets for 3/c 185 mm ² cable	8
SS-026	11kV cable jointing sets for 3/c 185 mm ² cable	5
SS-027	415V cable termination sets for s/c 630 mm ² cable	15
SS-028	415V cable jointing sets for s/c 630 mm ² cable	5
	<i>Tools</i>	
TS-001	Lap tops	1
TS-002	SCADA Configuration tools	1

4.2.22 *Recommended Spare Parts and Tools*

The Bidder shall recommend additional spares and tools suitable for the offered equipment. The prices are to be entered in Price schedule No. 6, which shall not be added to the Grand Summary Prices. The recommended spares and tools are to be specifically discussed and agreed on during contract negotiations

SECTION V – PRICE SCHEDULE FOR GOOD AND SERVICES

Schedule No. 1. Plant and Mandatory Spare Parts Supplied

WAJIR POWER STATION UPGRADE PROJECT						
PLANT						
Item	Description	Code	Unit	Qty (1)	Unit Price VAT Exclusive	Total Price DDP VAT INCLUSIVE
Item	Description		Unit	Qty		
WJR – 001	1.5 MVA, 0.415 /11kV Transformer		Pc	1		
WJR – 002	11 kV TX Neutral Earthing Resistor		Pc	1		
WJR – 003	11 kV Neutral Link		Pc	1		
WJR – 004	11 kV Indoor Switchgear Panels for Genset TX Incomer Bay Including 11kV Surge Arresters		Pc	4		
WJR – 005	11 kV Indoor Switchgear Panels for 11kV Feeder Bay – 8 Fdrs (6 Fdrs + 2 Spares)		Pc	8		
WJR – 006	11 kV Indoor Switchgear Panels for 11kV Bus Section Bay		Pc	1		
WJR – 007	11 kV Indoor Switchgear Panels for 11kV Station Aux, Tx Bay		Pc	2		
WJR – 008	Auxiliary transformer 630 kVA, 11/0.415 KV		Pc	1		
WJR – 009	11 kV Surge Arresters complete with 11 kV Fdr take-off termination structure fittings		pc	24		
WJR – 010	MV Power Cables - Genset Txs, Existing 11kV Indoor Switchgear panels, New 11kV Indoor Switchgear panels, Stn Auxilliary Tx and 11 kV Fdr take-off termination H-pole structure including termination kits for both ends of cable (11kV 3/C Cable, 185mm Sq Al)		Lot	1		
WJR – 011	415V Indoor Switchgear Panels for Generator Incomer Bay		pc	3		
WJR – 012	415V Indoor Switchgear Panels for Feeder Bay		pc	1		
WJR – 013	LV Power Cables – Generators, 415V Indoor Switchgear panels, Genset Tx, Stn Auxillary Tx and Main AC Distribution Board including termination kits for both		Lot	1		

	ends of cable, (415V S/C Cable, 630mm Sq Cu)					
WJR – 014	Remote Control Panel for the 415V Indoor Switchgear Bays		pc	1		
WJR – 015	Remote Control Panel for the Fuel Control system		pc	1		
WJR – 016	Auxiliary AC supply Equipment		Lot	1		
WJR – 017	Substation Automation System (SAS)		Lot	1		
WJR – 018	24V DC supply System		Lot	1		
WJR – 019	110V DC supply System		Lot	1		
WJR – 020	Control and measuring cables		Lot	1		
WJR – 021	Earthing system		Lot	1		
WJR – 022	Ancillary Equipment		Lot	1		
WJR – 023	Outdoor Lighting System		Lot	1		
WJR – 024	Lightning protection system		Lot	1		
WJR – 025	H-Pole Structure and fittings for 11kV take-off points		Lot	1		
WJR – 026	Water Purifier and accessories		Lot	1		
SUB-TOTAL 1A						
Name of Bidder						
Signature of Bidder						
¹ Specify currency						

Mandatory Spares and Tools					
			Qty (1)	Unit Price VAT Exclusive	Total Price DDP VAT INCLUSIVE
	<i>Spares for 1.5MVA Transformers:</i>				
ST-001	Auxiliary relay of <u>each</u> type.	pc	3		
ST-002	Switches <u>each</u> type	pc	3		
ST-003	Contactors <u>each</u> type	pc	2		
ST-004	Valve <u>each</u> type	pc	2		
ST-005	Gaskets complete set	set	1		
ST-006	Silica gel (complete filling)	pc	2		
ST-007	Dial type thermometer	pc	1		
ST-008	Mercury (or similar) thermometer	pc	1		
ST-009	Oil gauge <u>each</u> type	pc	1		
ST-010	Gauge glass <u>each</u> type	pc	1		
ST-011	Glass cylinder for silica gel breather	pc	1		
ST-012	Bushing of each type	set	1		
	<i>Spares for 630KVA Transformers:</i>				
ST-001b	Valve each type	pc	1		
ST-002b	Gaskets complete set	sets	1		
ST-003b	Silica gel (complete filling)	sets	1		
ST-014b	Glass cylinder for silica gel breather	sets	1		
ST-005b	Bushing of <u>each</u> type	sets	1		
	<i>Tools for Transformers</i>				
TT-001	Complete set of slings for lifting	sets	2		
	<i>Spares for Substations</i>				
SS-001	415V Withdrawable Circuit Breaker	pc	2		
SS-002	Spring charging handle 415V Switchgear	pc	1		
SS-003	Circuit breaker draw out handle 415V Switchgear	pc	1		
SS-004	Trip Coils 415V Switchgear	pc	4		

SS-005	Closing Coils 415V Switchgear	pc	4		
SS-006	Fuses of each type of fuse 415V Switchgear	pc	5		
SS-007	MCB of each type 415V Switchgear	pc	3		
SS-008	Bulbs of each type of bulb 415V Switchgear	pc	5		
SS-009	Circuit Breaker Control Switch 415V Switchgear	pc	2		
SS-010	Multifunction Meter 415V Switchgear	pc	2		
SS-011	MCB of each type 11kV Switchgear	pc	4		
SS-012	Bulbs of each type of bulb 11kV Switchgear	pc	5		
SS-013	Circuit Breaker Control Switch 11kV Switchgear	pc	2		
SS-014	Multifunction Meter 11kV Switchgear	pc	2		
SS-015	Protection unit for generator bay 415V Switchgear	pc	1		
SS-016	Protection unit for genset transformer bay 415V Switchgear	pc	1		
SS-017	Protection unit for 11 kV feeder bay	pc	1		
SS-018	SCADA and interface unit of each type	pc	1		
SS-019	Auxiliary relays of matching type to ones used in offered equipment, assorted	pc	5		
SS-020	(Control) contactors of matching type to ones used in offered equipment, assorted	pc	5		
SS-021	Assorted MCB's for AC and DC distribution boards	pc	10		
SS-022	Trip coils for each type of Circuit Breaker 11KV	pc	4		
SS-023	Close coils for each type of Circuit Breaker 11KV	pc	4		
SS-024	11KV VT each type	pc	1		
SS-025	11kV cable termination sets for 3/c 185 mm ² cable	pc	8		
SS-026	11kV cable jointing sets for 3/c 185 mm ² cable	pc	5		
SS-027	415V cable termination sets for s/c 630 mm ² cable	pc	15		
SS-028	415V cable jointing sets for s/c 630 mm ² cable	pc	5		
			Qty (1)	Unit Price VAT Exclusive	Total Price DDP VAT INCLUSIVE
	Tools				
TS-001	Lap tops	pc	1		
TS-002	SCADA Configuration tools	set	1		
SUBTOTAL 1B					
TOTAL					
Schedule 1 - Plant and Mandatory Spare Parts Supplied from Abroad (To Schedule No. 4. Grand Summary)					
Name of Bidder					

Signature of Bidder	
¹ Specify currency	

Bidder shall enter a code representing the country of origin of all imported plant and equipment.

Country Of Origin Declaration Form

ITEM	DESCRIPTION	CODE	COUNTRY

Schedule No. 2. Design Services

WAJIR POWER STATION UPGRADE PROJECT					
Item	Description	Qty (1)	Unit Price VAT Exclusive		Total Price DDP VAT INCLUSIVE
			Local Currency Portion	Foreign Currency Portion	
		(1)	(2)	(optional)	(1) x (2)
WJR - 301	Power Station Design (Electrical, Mechanical, Civil, Control, Protection & Automation Engineering)	1 Lot			
WJR -302	Coordination of relay settings	1 Lot			
WJR -304	Testing & Commissioning	1 Lot			
TOTAL					
Schedule No. 2. - Design Services (To Schedule No. 4. Grand Summary)					

Name of Bidder	
Signature of Bidder	
¹ Specify currency	

Schedule No. 3. Installation and Other Services

WAJIR POWER STATION UPGRADE PROJECT				
Item	Description	Qty (1)	Unit Price VAT Exclusive	Total Price DDP VAT INCLUSIVE
POWER STATION				
WJR – 401	Preliminary works (Site Clearance and Relocation works)	1 Lot		
WJR – 402	Transformer Foundations with shed	4 Lot		
WJR – 403	Generator Foundations	4 Lot		
WJR – 404	Control Room Building / Switchgear Building	1 Lot		
WJR – 405	Platform Works (Earthworks, foundations, fence, drainage works etc)	Lot		
WJR - 406	Cable trenches	Lot		
WJR - 407	Erection and commissioning	Lot		
WJR - 408	Recovery works	Lot		
WJR - 409	Rehabilitation/Renovation works	Lot		
WJR - 410	SAS/SCADA system installation, integration and commissioning	Lot		
WJR - 411	Costs for All Statutory Approvals	Lot		
WJR - 412	Generator Load sharing study, implementation, integration and commissioning	Lot		
WJR - 413	MV & LV Cables Laying and Terminations	Lot		
Factory Acceptance Tests (FAT)				
WJR - 415	MV switchgear – 11kV Switchboard (2 KPLC Engineers)	1		
WJR – 416	LV Switchgear and Control Panels (2 KPLC Engineers)	1		
WJR - 417	Substation Automation System Equipment(2 KPLC Engineers)	1		
Training In Major Equipment				
WJR – 418	Protection Systems training	1		
WJR – 419	Substation Control system training	1		

Facilities to be provided to Project Manager/Employer				
WJR - 420	Communication facilities - Pre-paid phone with airtime – 18 month	1		
WJR – 421	Site offices	1		
WJR - 422	Transport Services to sites for Project Manager	1		
SUBTOTAL				
TOTAL				
Schedule No. 3.- Installation and Other Services				
(To Schedule No. 4. Grand Summary)				
Name of Bidder				
Signature of Bidder				
¹ Specify currency				

Schedule No. 4. Grand Summary

WAJIR POWER STATION UPGRADE PROJECT			
Item	Description	Total Price DDP VAT Inclusive	
	Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied		
	Total Schedule No. 2. Design Services		
	Total Schedule No. 3. Installation and Other Services		
TOTAL (to Bid Form)			
		Name of Bidder _____	
		Signature of Bidder _____	

¹Specify currency

SECTION VI - EVALUATION CRITERIA

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

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

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

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

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

6.1.4 *Submission and considering the following:-*

6.1.4.1 *For Local Tenderers;-*

- a) *Company or Firm's Registration Certificate*
- b) *PIN Certificate.*
- c) *Valid Tax Compliance Certificate.*
- d) *Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least four (4) previous customers.*
- e) *Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign tenderers)*

6.1.4.2 *For Foreign Tenderers;-*

- a) *Company or Firm's Registration Certificate*
- b) *PIN Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.*
- c) *Valid Tax Compliance Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.*
- d) *Names with full contact as well as physical addresses of previous customers of similar services and reference letters from at least four (4) previous customers.*

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

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

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

- a) *Is fully filled.*

- b) *That details correspond to the related information in the bid.*
- c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*
- 6.1.8 *Submission of Copies of relevant Type Test Certificates and their Reports or Test Certificate and their Reports from the designated bodies.*
- 6.1.9 *Submission of a copy of accreditation certificate for the testing body to ISO/ IEC 17025.*
- 6.1.10 *Submission of a copy of:-*
 - a) *the Manufacturer's valid quality management system certification i.e. ISO 9001- 2008 for goods from outside Kenya.*
 - b) *valid KEBS Diamond Mark of Quality Certificate or KEBS Standardisation Mark Certificate for goods manufactured in Kenya.*
- 6.1.11 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.*
- 6.1.12 *Notwithstanding the above, considering any outstanding orders where applicable and the production capacity indicated by the Tenderer.*

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

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

The detailed technical evaluation consists of the following:

Parts II (a) – These are mandatory requirements

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

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

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

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

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

6.2.1.5 *Manufacturer’s Authorization*

6.2.1.6 *As contained in the following documents –*

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

6.2.1.7 *Submission of drawings, catalogues and brochures*

6.2.1.8 The above technical requirements are supplemented by the following listed requirements: -

- 1. The bidder shall demonstrate as part of the requirements of ITT for the design, installation and project management capabilities through detailed presentation of the firm’s design, engineering, installation and project management methodology. This shall include method statements on,
 - a. Engineering of Substations and Generators – civil and electrical
 - b. Installation and erection in substation projects and Generators.
 - c. Project Management. The contractor will give a presentation of Project time implementation schedule WITH matched resources (Human, Tools and equipment) to ensure timely completion. The major milestones must be achieved within specified time limits in table 1:

	Milestone	Maximum Allowed Period From Commencement Date
1	All Designs	4 th month
2	Major Civil Works	10 th month
3	Installation Works	14 th month

4	Testing and Commissioning	18 th month
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d. Quality control measures, a narration of specific quality control mechanisms measures at design, construction, manufacture, erection, installation, testing and commissioning. The presentation shall include method of supervision of the subcontractors/sub suppliers.

e. Comprehensive method statement

Step by step project implementation plan covering the following:

Design

Civil works

Generator and Electrical Installation works

Testing and Commissioning

f. Safety, Health and Environmental plan –This should Include a narration of expected safety risks, taking into account local conditions and mitigation measures that will be adopted to ensure that the projects are completed without accidents, with minimum negative impact on the environment.

2. The Bid shall include documentary evidence of the bidder’s qualifications, comprehensive enough to allow the Employer to carry out post-qualification.

Eligibility and Conformity of Facilities

1. Equipment and materials supplied shall meet the technical requirements, requirements of type test, routine test, sample test, prequalification test, and electrical test after installation as specified in technical specifications.
2. Bidders must demonstrate past successful project implementation and completion for at **least four (4)** site locations.
3. Bidders must provide **completion certificates for their submitted reference projects** over the past Ten (10) years as proof of timely completion. **Failure to provide the completion certificates will lead to the bid being treated as non-responsive.**
4. Bidders shall provide the following duly completed technical documents:
 - a. All Technical Schedules with detailed information of offered materials and equipment, in which all required information, should be filled completely as specified in the Tender documents.
 - b. Copies of Type Test Reports and technical documents (catalogue, brochures, drawings.) of each major item offered. Copies of Type Test Reports shall meet the following requirements:

- i. Type Test Reports shall be carried out by a laboratory independent from the manufacturer or with the witness of independent laboratory. Accreditation certificate for the testing laboratory shall be presented.
- ii. Results of type test shall have been conducted at least six (6) months prior to the date of tender submission. The bidder shall submit contact details (Title, email, and fax) of certifying laboratory.
- iii. Testing materials and equipment in Type Test Reports shall have the same code/ country / manufacturer and technical parameters as offered materials and equipment. Type tests of non-conforming materials/equipment shall not be accepted.
- iv. Type Test Reports shall include all items tested and results confirming that they meet the requirements of applied standards as stipulated in Tender Documents.
- v. Type Test reports shall have Report Numbers for authentication.

5. The major equipment in this project are:

- i. Power transformer
- ii. MV Switchgear
- iii. LV Switchgear
- iv. Substation Automation Systems
- v. Protection and Control Equipment
- vi. Conductors and Cables
- vii. DC supply systems

6. The manufacturer of the major equipment is required to have been awarded a valid ISO:9001 Certificate or equivalent Quality Assurance Certification.

7. Only **one manufacturer** of the major equipments shall be proposed. Bids bearing more than one manufacturer will be handled as alternative bids hence non-responsive.

8. Similar types of major equipment (see “5” above) to be supplied must have been installed and been in service for at least five (5) years outside the country of manufacture.

9. **Personnel**

The Bidder must demonstrate that they will have the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	Project Manager	7	4
2	Design Engineer - Electrical	3	2
3	Design Engineer - Civil	3	2
4	Resident Project Manager	5	3
5	Construction Engineer - Civil	5	3

6	Construction Engineer - Electrical	<u>5</u>	3
7	Safety manager	<u>5</u>	3

10. International bidders shall nominate **locally owned civil and electrical installation sub-contractors**. The local sub-contractors must have successfully completed at least one similar project.

Economic Evaluation

The following factors and methods will apply:

(a) Time Schedule:

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of ITT of the Contract Agreement for determining time for completion of facilities is: **18 months**. Bid offering completion **after 18 months** will be disqualified.

(b) Functional Guarantees of the facilities

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are:

Functional Guarantee	Minimum (or Maximum, as appropriate) Requirement
1. Transformer Losses	Adjustment factor used for bid evaluation will be for transformers only and as follows: USD 4504 (four thousand five hundred & four)/kW for no load losses and USD 1,902 (one thousand nine hundred and two)/kW for load losses. The losses to be measured in accordance with IEC 60076 but without tolerances. <u>These same figures shall be used in determining liquidated damages for Functional Guarantees for losses.</u>
2. Transformer Capacity	The prices for Bids with transformer capacities below (or above) those given in the specifications shall be adjusted at a rate calculated as the weighted average bid price per kVA decrease (increase) in the capacity. The same figure shall be used in determining the liquidated damages for Functional Guarantees related to the deficiency in transformer capacity below the guaranteed figures

(c) Specific additional criteria

The Employer shall, at its discretion, and for **evaluation purposes only**, add to the bid price the cost of quantifiable deviations and omissions from the Technical Specifications as identified in

the bidding document. For purposes of contract however, the employer shall assume that the price of any omissions, even if not explicitly stated, is included in the bid price. In the case of deviations, the employer reserves the right to accept or reject offered equipment with unacceptable deviations from those specified in the tender.

Note:

Tenderers will proceed to Financial Evaluation stage only if they meet all requirements in technical.

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

These are mandatory requirements.

NO.	EVALUATION CRITERIA
6.3.1	a) Confirmation of the authenticity and sufficiency of the submitted Tender Security
	b) Confirmation of and considering schedule of rates and prices and/or priced Bill of Quantities duly completed and signed.
	c) Checking that the Tenderer has quoted prices based on all costs including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC or designated site(s)
	d) Where applicable, Conducting a financial comparison, including conversion of tender currencies into one common currency
	e) Correction of arithmetical errors
	f) Taking into account the cost of any deviation(s) from the tender requirements
6.3.2	<p>Ascertaining the financial capability through Last Financial Year's audited financial statements issued within the last 18 months which Statements should conform to International Accounting Standards One (IAS 1) which includes the following: -</p> <p>a) Turnover in the Last Financial Year i.e. twelve months of at least 40% of the total tendered value.</p> <p>b) Checking and considering that the Tenderer's solvency ratios are acceptable to KPLC and meet the threshold of: -</p> <p>(i) Solvency ratio of Debt to Assets Ratio which should be at least 1:1 Or</p> <p>(ii) For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, a spot cash balance of a minimum of 20% of the Tender Price. The same should be as evidenced in the certified copies of bank statements at least in ALL days of the month of the Date of the Tender Document.</p>
6.3.3	Provide documentary evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract.
6.3.4	<p>Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: -</p> <p>a) Declared maximum value of business</p>

6.4 The successful tenderer shall be the one with the **lowest evaluated price**.

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the goods and services it offers to supply.
3. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.
4. The spot balance of 20% required will be that which is seen in the certified bank statements at least in any day of the month of the Date of the Tender Document.

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SECTION VII – GENERAL CONDITIONS OF CONTRACT

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

7.1 Definitions

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

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

7.2 Application

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

7.3 Country of Origin

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

7.3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

7.4 Standards

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

7.5 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.

7.7 Performance Security

- 7.7.1 Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following:-
 - a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 7.7.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.7.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.7.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.7.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.

- 7.7.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 7.7.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.
- 7.7.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

7.8 Approval before Manufacture

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

7.9 Inspection and Tests

- 7.9.1 KPLC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.
- 7.9.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.9.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 7.9.4 Should any inspected or tested services fail to conform to the specifications, KPLC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.
- 7.9.5 KPLC's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KPLC or its representative(s) prior to the services performance / delivery.

- 7.9.6 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPLC.
- 7.9.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

7.10 Pre-Shipment Verification of Conformity (PVoC)

- 7.10.1 All Suppliers of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.
- 7.10.2 The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed Global Inspections South Africa (Pty) Ltd, (GSIA), China Certification and Inspection (Group) Company Ltd (CCIC), Agency Societe Generale de Surveillance S.A. (SGS) and INTERTEK, to perform the PVoC program on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Supplier.

7.11 Packaging and Labelling

- 7.11.1 The Supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.11.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Tender and particular Order.
- 7.11.3 The labeling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.11.4 The goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 7.11.5 The Supplier shall enclose a packing list in each package and all documents relating to the Order shall show the Stores Code Number detailed against the items.
- 7.11.6 The Supplier shall ensure that all cases or packages shall be marked (painted) with bright pink bands five (5) inches in width so as to form a diagonal cross on every face. All bundles and pieces must bear a conspicuous bright pink colour mark to ensure identification in any position in which they may appear on un-loading.
- 7.11.7 The Supplier shall ensure that all lettering shall be no less than seven decimal five centimeters (7.5cm) or three inches (3”) high and each package shall be marked with the shipping mark exactly as shown below: -

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

7.12 Delivery and Documents for Foreign Goods

- 7.12.1 Delivery and or shipment of the goods shall be made by the Supplier to the place and in accordance with the terms specified by Kenya Power in its Schedule of Requirements.
- 7.12.2 For imported goods, upon shipment, the Supplier shall notify Kenya Power and the insurance company, by paper mail or facsimile the full details of the shipment including Order number, description of goods, quantity, the vessel, the airway bill number and the date, port of discharge. The Supplier shall courier, one copy to Kenya Power and another to the insurance company, a set of the following documents: -
- a) *The Supplier's invoice showing the goods description, quantity, unit price, total amount*
 - b) *Non-negotiable airway bill or bill of lading*
 - c) *Packing list identifying contents of each package*
 - d) *Insurance certificate, where applicable*
 - e) *Manufacturer's and or Supplier's credit number, Type Test and or Test Reports and their respective Certificates and KPLC's Official Order number shall be quoted on the shipping documents*
 - f) *Approved drawings, brochures, catalogues and technical details*
 - g) *Inspection Certificate issued by the nominated inspection agency, as per Clause 7.10 PVoC, and the Supplier's inspection report*
 - h) *Summary of Acceptance Test reports signed and approved by KPLC for the items offered, and,*
 - i) *Certificate of Origin of the goods.*
- 7.12.3 It is the responsibility of the Supplier to ensure shipping documents are received by Kenya Power at least one (1) week before the vessel docks or lands.
- 7.12.4 Any goods or products supplied without timely delivery or submission of the above mentioned shipping documents will not be released to importers until their quality is determined and will be held at the Supplier's expense.
- 7.12.5 Any late submission of shipping documents shall be treated as part of non-performance on the part of the Supplier and the Procurement Entity shall be entitled to call up the Performance Security. In addition Kenya Power shall upon demand, be entitled to receive any other amounts in excess including demurrage costs.

7.13 Delivery and Documents for Domestic Goods

- 7.13.1 Delivery of the goods shall be made by the Supplier to the place and in accordance with the terms specified by Kenya Power in its Schedule of Requirements.
- 7.13.2 The Supplier shall notify Kenya Power of the full details of the delivered goods by delivering together with the goods a full set of the following documents:-
- a) *Copies of the Supplier's invoice showing the goods description, quantity, unit price and total price*

- b) *Delivery note*
 - c) *Manufacturer's and or Supplier's warranty certificate*
 - d) *Packing list identifying contents of each package*
- 7.13.3 It is the responsibility of the Supplier to ensure that the delivery documents are received by Kenya Power at the designated delivery point at the time of delivery.
- 7.13.4 Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Supplier and Kenya Power shall be entitled to call up the Performance Security.

7.14 Transportation

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

7.15 Insurance

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

7.16 Payment

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

- 7.16.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.
- 7.16.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–
- a) *Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.*
 - b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
 - c) *The maximum number of extensions and amendments shall be limited to two (2).*
 - d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*
 - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
 - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
 - g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.*
 - h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*
- 7.16.4 KPLC shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for any decline.

7.17 Interest

Interest payment by KPLC is inapplicable in the contract.

7.18 Prices

- 7.18.1 Subject to clause 7.14 herein below, prices charged by the Contractor for services performed under the contract shall be fixed for the period of the contract with no variations.
- 7.13.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

7.19 Variation of Contract

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

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

7.20 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.

7.21 Subcontracts

- 7.21.1 The Contractor shall notify KPLC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.
- 7.21.2 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

7.22 Project Manager

- 7.22.1 KPLC shall appoint a Project Manager who shall be an employee of KPLC and who will be responsible for supervising the execution of the Works. The names and contacts of the person appointed as the Project Manager shall be communicated to the Contractor once such appointment is made.
- 7.22.2 Except where otherwise specifically stated, the Project Manager will decide contractual matters between KPLC and the Contractor.
- 7.22.3 The Project Manager may delegate any of his duties and responsibilities to another KPLC employee and thereafter notify the Contractor of the person to whom such duties are delegated.

7.23 Defects

- 7.23.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Works that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor.
- 7.23.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period which begins after issuance of the Certificate of Acceptance by KPLC to the Contractor. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 7.23.3 When notice of a defect is given; the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected

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

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

7.24 Completion and taking over

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

7.25 Retention/Defects Liability

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

7.26 Termination of Contract

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

-

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

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

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

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

7.27 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.

7.28 Warranty

- 7.28.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.
- 7.28.2 This Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been performed as indicated in the contract.
- 7.28.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.28.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.
- 7.28.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

7.29 Resolution of Disputes

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

7.30 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.

7.31 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.

7.32 Force Majeure

7.32.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
- b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
- c) *rebellion, revolution, insurrection, military or usurped power & civil war;*
- d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
- e) *un-navigable storm or tempest at sea.*

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

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

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

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

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

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
1.	Terms of Payment	<p><i>Payments shall be made promptly by KPLC within thirty (30) days from submission of invoice together with other required and related documents and in the following proportion:-</i></p> <ul style="list-style-type: none"> - 60% of the contract price (comprising of the goods - devices/appliances and software licenses) will be paid on delivery and inspection on Wajir site. - 30% of the contract price will be paid upon successful installation, configuration and commissioning. - 10% of the contract price will be paid upon expiry of defects liability period of 12 months
2.	Project Manager	<p>The Project Manager appointed by KPLC: CHIEF ENGINEER OFF GRID, Street Address: P.O. BOX 30099, Floor/Room number: 11TH FLOOR, ELECTRICITY HOUSE City: NAIROBI Code: 00100 Country: KENYA Telephone: +254 (020)3201548 Electronic mail address: HKapsowe@kplc.co.ke</p>
3.	Warranty	1 year

SECTION IX - TENDER FORM

Date:

Tender No.

To:

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

Ladies and Gentlemen,

1. Having read, examined and understood the **Tender Document Tender No. KP1/9AA-2/OT/97/OPS/16-17 For Supply, Installation and Commissioning of Additional Switchgear Panels and Transformers at Wajir Power Station**

including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to support and maintenance services in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.

2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
4. We agree to abide by this Tender for a period of.....days (**Tenderer please indicate validity of your Tender**) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPLC requires a validity period of at least one hundred and twenty (120) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 2 (a) Sole Proprietor

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

Part 2 (b) Partnership

Give details of partners as follows: -

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

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

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

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

.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

NOTES TO THE TENDERERS ON THE QUESTIONNAIRE

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

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

(To Be Submitted On Bank’s Letterhead)

Date:

To:

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

WHEREAS (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated . **TENDER NO. KP1/9AA-2/OT/97/OPS/16-17 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ADDITIONAL SWITCHGEAR PANELS AND TRANSFORMERS AT WAJIR POWER STATION** (*hereinafter called “the Tender”*);

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

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

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

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

EITHER

SEALED with the)
COMMON SEAL)

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

OR

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

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

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

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC’s query. Should there be no conclusive response by the Bank within this period, such Tenderer’s Tender Security shall be deemed as invalid and the bid rejected.*

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

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

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

(To Be Submitted On Institutions Letterhead)

Date:

To:

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

WHEREAS..... (hereinafter called “the Contractor”) has undertaken, in pursuance of your **TENDER NO. KP1/9AA-2/OT/97/OPS/16-17 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ADDITIONAL SWITCHGEAR PANELS AND TRANSFORMERS AT WAJIR POWER STATION** (hereinafter called “the Contract);

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

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

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

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

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

_____)

thisday)

_____)

INSTITUTION SEAL

of20....)

in the presence of :-)

_____)

_____)

and in the presence of:-)

_____)

OR

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

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

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

NOTES TO SUPPLIERS AND INSTITUTIONS

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

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

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

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

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

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

Part A

Form of Documentary credit - “Irrevocable Standby”

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

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

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

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

Additional Conditions -

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

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

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to KPLC -

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

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

NOTES TO TENDERERS AND BANKS.

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

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

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

To:

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

WHEREAS WE (*name of the manufacturer/ principal*) who are established and reputable manufacturers/ principal of (*name and description of the services*) having offices or factories at (*full address and physical location of offices or factory(ies)*) do hereby confirm that (*name and address of Supplier*) is authorized by us to transact in the services required against your Tender No **TENDER NO. KP1/9AA-2/OT/97/OPS/16-17** in respect of the above good and services.

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

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

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

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

NOTES TO TENDERERS & MANUFACTURERS/ PRINCIPALS/ PRODUCERS

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

SECTION XIII - DECLARATION FORM

Date _____

To:

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

Ladies and Gentlemen,

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

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

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XIV – DRAFT LETTER OF NOTIFICATION OF AWARD

To:

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

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

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

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of seven (7) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 *(or as may be amended from time to time, or replaced)*.

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

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

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

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

Enclosures

SECTION XV – DRAFT LETTER OF NOTIFICATION OF REGRET

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

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

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

1.
2.
3. etc...

The successful bidder was _____.

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

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

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

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

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

SECTION XVI - CONTRACT AGREEMENT FORM

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

AND

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

WHEREAS KPLC invited tenders for certain goods, that is to say for supply, commissioning and installation of Air Conditioning Systems and accessories under Tender Number **TENDER NO. KP1/9AA-2/RT/55/NM/16-17.**

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

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

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

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

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

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

SIGNED for and on behalf
of **KPLC**

COMPANY SECRETARY

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

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

Beatrice Meso,

Advocate,

C/o The Kenya Power & Lighting Company Limited,

7th Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

Facsimile: + 254-20-3514485/ 3750240

SECTION XVII A - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

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

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

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

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

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

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

EITHER

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

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

OR

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

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

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

NOTES TO SUPPLIERS AND BANKS

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

SECTION XVII B - PERFORMANCE SECURITY (LC)

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

Form of Documentary credit - “Irrevocable Standby”

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

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

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

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

Additional Conditions -

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

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

Confirmation instructions – (See notes below)

NOTES TO SUPPLIERS AND BANKS

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

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

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

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

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

4. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

SECTION XVIII - SUPPLIER EVALUATION FORM

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

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

Category of Product/Service (e.g. Marine Spares

Period of evaluation.....

Evaluation	Re-Evaluation
Tick as appropriate	

Parameters for supplier evaluation	Maximum Scores	Remarks	Action Taken
A. CUSTOMER SATISFACTION			
A1. Adherence to requirements(quality)			
• Adherence to Specifications			
• Number of rejections			
• Number of complaints from Users			
B. CUSTOMER CONNECTIVITY			
B1. Adherence to delivery period			
• Number of delays			
• Non delivery/More than 3 delays			
C.COMMUNICATION/RESPONSIVENESS			
Total Score			
Score last period			

PERFORMANCE LEVEL DEFINATION;

- ≥75% - KP1 GREEN
- 50% - KP2 AMBER
- 25% - KP3 YELLOW
- ≥25% - KP4 RED

RATING	RATING PER YEAR	MAX. SCORE	ACTUAL SCORE
A1. Adherence to requirements			
• Adherence to Specifications	Compliant	5 marks	
	Not compliant	0 marks	
• Number of rejections	None	5 marks	
	1-2 Rejections	3 marks	
	3 or more	0	
• Number of complaints from Users	None	5 marks	
	1-2 User complaints	3 Marks	
	3 or more	0 marks	
B1. Adherence to delivery period			
• No delay	None	5 marks	
• Number of delays	1-2 Delays	3 Marks	
• Non delivery/More than 3 delays	Failure	0 marks	
C. Communication			
• Easily accessible		5 Marks	
• Partially		3 Marks	
• Not accessible		0 Marks	
D. Responsiveness			
• Replacement of faulty goods	within 7 days	5 Marks	
	within 14 days	3 Marks	
	beyond 14 days	0 Marks	
Total score		30 marks	

Score in Percentage %

WORKINGS

$\frac{\text{Actual score}}{30} \times 100\%$	$\dots\dots\dots \times 100\% = \dots\dots\dots$
30	30

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

OBSERVATIONS:

RECOMMENDATION

		Status	Tick as appropriate
1	Grant supplier preferred status	KP1	
2	Work with supplier or develop and improve supplier	KP2 & KP3	
3	Abandon / switch suppliers	KP4	

Name:**Sign:****Date:**

Name:**Sign:****Date:**

Name:**Sign:****Date:**

SECTION XIX - PRE-BID SITE VISIT ATTENDANCE FORM

CONFIRMATION OF PRE-BID SITE VISIT ATTENDANCE

Name of Tenderer.....

Date of Visit.....

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

Name:.....

Position.....

Qualification

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

Site Visit conducted by Kenya Power Authorised Officer's

Name

Signature.....

SECTION XX - THE TECHNICAL SPECIFICATIONS

Refer to attached document named **“WAJIR TECHNICAL SPECIFICATIONS.pdf”**

Clear version attached on portal as “WAJIR FINAL DRAWING.pdf”

