



TENDER NO. KP1/9A.2/OT/020/SS/25-26.

**PROPOSED UPGRADE OF SECURITY SYSTEMS NETWORK & STORAGE SECURITY
MANAGEMENT COMPANYWIDE.**

December 2025

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

**TENDER DOCUMENT FOR WORKS
(E-PROCUREMENT OPEN TENDER SYSTEM)**

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TABLE OF CONTENTS

ABBREVIATIONS	7
INVITATION TO TENDER.....	9
TENDER SUBMISSION CHECKLIST	10
SECTION I: INSTRUCTIONS TO TENDERERS	12
A General Provisions	12
2. Fraud and Corruption	12
3. Eligible Tenderers	12
4. Eligible Goods, Equipment, and Services.....	14
5. Tenderer's Responsibilities.....	14
B. Contents of Tender Documents.....	14
6. Sections of Tender Document.....	14
7. Site Visit	15
8. Pre-Tender Meeting.....	15
9. Clarification and amendments of Tender Documents	15
10. Amendment of Tendering Document.....	15
C. Preparation of Tenders	16
11. Cost of Tendering	16
12. Language of Tender.....	16
13. Documents Comprising the Tender	16
14. Form of Tender and Schedules	16
15. Alternative Tenders.....	16
16. Tender Prices and Discounts.....	17
17. Currencies of Tender and Payment	17
18. Documents Comprising the Technical Proposal.....	17
19. Documents Establishing the Eligibility and Qualifications of the Tenderer	17
20. Period of Validity of Tenders	18
21. Tender Security	19
22. Format and Signing of Tender.....	20
D. Submission and Opening of Tenders	20
24. Deadline for Submission of Tenders	20
25. Late Tenders.....	21
26. Withdrawal, Substitution, and Modification of Tenders.....	21
27. Tender Opening.....	21

E. Evaluation and Comparison of Tenders.....	22
28. Confidentiality	22
29. Clarification of Tenders	22
30. Deviations, Reservations, and Omissions.....	22
32. Non-material Non-conformities	23
33. Arithmetical Errors.....	23
34. Currency provisions	23
35. Margin of Preference and Reservations	23
38. Comparison of Tenders	24
39. Abnormally Low Tenders.....	24
40. Abnormally High Tenders	24
41. Unbalanced and/or Front-Loaded Tenders.....	25
42. Qualifications of the Tenderer.....	25
43. Best Evaluated Tender	26
<u>44. Procuring Entity's Right to Accept any Tender, and to Reject Any or All Tenders.....</u>	<u>26</u>
F. Award of Contract.....	26
45. Award Criteria.....	26
46. Notice of Intention to enter into a Contract.....	26
47. Standstill Period.....	26
48. Debriefing by Kenya Power	26
49. Letter of Award.....	26
50. Signing of Contract.....	26
51. Appointment of Adjudicator	27
52. Performance Security.....	27
<u>53. Publication of Procurement Contract.....</u>	<u>28</u>
<u>54. Procurement Related Complaints</u>	<u>28</u>
SECTION II - TENDER DATA SHEET (TDS)	28
SECTION III - EVALUATION AND QUALIFICATION CRITERIA	31
<u>1. General Provisions.....</u>	<u>32</u>
<u>2. Preliminary Examination for Determination of Responsiveness.....</u>	<u>32</u>
<u>3.1 Part 1: Preliminary Examination Criteria.....</u>	<u>32</u>
<u>3.2 Part II: Technical Examination Criteria.....</u>	<u>34</u>
<u>3.3 Part III: Financial Examination Criteria.....</u>	<u>34</u>

<u>QUALIFICATION SUMMARY.....</u>	<u>36</u>
<u>QUALIFICATION FORMS.....</u>	<u>36</u>
<u>1. FORM EQU: EQUIPMENT.....</u>	<u>38</u>
<u>2. FORM PER-1:</u>	<u>39</u>
<u>3. FORM PER -2:</u>	<u>40</u>
<u>4. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION</u>	<u>42</u>
4.1 FORM ELI -1.1	42
4.2 FORM ELI -1.2	43
4.3 FORM CON – 2	44
4.4 FORM FIN – 3.1:.....	46
45 FORM FIN – 3.2:	48
4.6 FORM FIN – 3.3:	49
4.7 FORM FIN – 3.4:	50
4.8 FORM EXP - 4.1	51
4.9 FORM EXP - 4.2 (a)	52
4.10 FORM EXP - 4.2 (b).....	53
<u>SECTION IV: OTHER FORMS.....</u>	<u>55</u>
<u>5. FORM OF TENDER</u>	<u>58</u>
a) Tenderer's Eligibility- Confidentiality Business Questionnaire	58
b) Certificate Of Independent Tender Determination	61
C) Self- Declaration Forms - Self Declaration Of The Tenderer.....	62
d) Declaration and Commitment to The Code Of Ethics.....	64
e) <u>APPENDIX 1- FRAUD AND CORRUPTION.....</u>	<u>65</u>
<u>6. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE.....</u>	<u>68</u>
<u>7. FORM OF TENDER SECURITY - INSURANCE GUARANTEE.....</u>	<u>69</u>
<u>8. FORM OF TENDER - SECURING DECLARATION.....</u>	<u>70</u>
<u>9. APPENDIX TO TENDR.....</u>	<u>71</u>
<u>PART II - WORK REQUIREMENTS</u>	<u>71</u>
SECTION V - DRAWINGS.....	73
SECTION VI - SPECIFICATIONS	73
<u>SECTION VII- BILLS OF QUANTITIES.....</u>	<u>73</u>
<u>PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS</u>	<u>112</u>
<u>SECTION VIII - GENERAL CONDITIONS OF CONTRACT.....</u>	<u>75</u>
<u>A. General.....</u>	<u>75</u>
1. Definitions.....	75
2. Interpretation	76
3. Language and Law	77
4. Project Manager's Decisions.....	77
5. Delegation	77
6. Communications.....	77
7. Subcontracting	77
8. Other Contractors	77
9. Personnel and Equipment	77

10. Procuring Entity's and Contractor's Risks.....	77
11. Procuring Entity's Risks.....	78
12. Contractor's Risks	78
13. Insurance	78
14. Site Data	78
15. Contractor to Construct the Works.....	79
16. The Works to Be Completed by the Intended Completion Date.....	79
17. Approval by the Project Manager.....	79
18. Safety.....	79
19. Discoveries.....	79
20. Possession of the Site.....	79
21. Access to the Site	79
22. Instructions, Inspections and Audits	79
23. Appointment of the Adjudicator.....	80
24. Settlement of Claims and Disputes	80
25. Fraud and Corruption.....	81
B. Time Control.....	81
26. Program.....	81
27. Extension of the Intended Completion Date.....	83
27. Acceleration.....	83
28. Delays Ordered by the Project Manager.....	83
29. Management Meetings.....	82
30. Early Warning.....	82
C. Quality Control.....	84
31. Identifying Defects.....	84
32. Tests.....	84
33. Correction of Defects.....	84
34. Uncorrected Defects.....	84
D. Cost Control.....	84
35. Contract Price.....	84
36. Changes in the Contract Price.....	84
37. Variations	84
38. Cash Flow Forecasts.....	84
39. Payment Certificates.....	85
40. Payments.....	85
41. Compensation Events.....	86
42. Tax.....	86
43. Currency y of Payment.....	87
44. Price Adjustment.....	87
45. Retention	87
46. Liquidated Damages.....	87
47. Bonus.....	87
48. Advance Payment	88
49. Securities	88
50. Dayworks	88
50. Cost of Repairs.....	88
E. Finishing the Contract 86	
1. Completion	88
2. Taking Over.....	89
3. Final Account.....	89
4. Operating and Maintenance Manuals.....	89
5. Termination.....	89
6. Payment upon Termination	89
7. Property.....	89
8. Release from Performance.....	90
SECTION IX - SPECIAL CONDITIONS OF CONTRACT.....	91
SECTION X - CONTRACT FORMS	94
FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD.....	94
FORM No. 2 – REQUEST FOR REVIEW	97
FORM No. 3 - LETTER OF AWARD	98
FORM No. 4 - CONTRACT AGREEMENT.....	99

FORM No. 5 - Performance Security [Option 1 - Unconditional Demand Bank Guarantee]100

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]101

FORM No. 7- ADVANCE PAYMENT SECURITY.....103

FORM No. 8- RETENTION MONEY SECURITY.....104

FORM No. 9- BENEFICIAL OWNERSHIP DISCLOSURE FORM.....105

ABBREVIATIONS

AO	Accounting officer
FY	Fiscal year
ICT	Information, Communications Technology
ITT	Instructions to Tenderers
JV	Joint Venture
KPLC	Kenya Power and Lighting PLC
NCB	National competitive tender
PE	Procuring Entity
PPADA	Public Procurement and Asset Disposal Act, 2015
PPRA	Public Procurement Regulatory Authority
R	Responsive
NR	Not-Responsive
RFQ	Request for Quotation
STD	Standard Tender Documents
TDS	Tender data Sheet
TEC	Tender Evaluation Committee
TOR	Terms of reference
SLA	Service Level Agreement

DEFINITION OF TERMS

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) *“KPLC” Wherever appearing means The Kenya Power and Lighting PLC and shall have the same meaning with “Kenya Power” or “Kenya Power and Lighting Company Limited”*
- g) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- h) *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.*
- i) *“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).*
- j) *“The Tenderer” means the person(s) submitting its Tender for the works in response to the Invitation to Tender.*
- k) *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.*
- l) *Words importing the masculine gender only, include the feminine gender*
- m) *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.*
- n) *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.*
- o) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- p) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*
- q) *“DDP” refers to Delivered Duty Paid*

INVITATION TO TENDER

Tender Date: **23rd December 2025**

Tender No: **TENDER NO. KP1/9A.2/OT/020/SS/25-26.**

Tender Name: PROPOSED UPGRADE OF SECURITY SYSTEMS NETWORK & STORAGE SECURITY MANAGEMENT COMPANYWIDE

1.1 Introduction

The Kenya Power & Lighting Company Plc (KPLC) invites bids from eligible Tenderers for **Proposed Upgrade of Security Systems Network & Storage Security Management Companywide**. Interested Eligible Tenderers may obtain further information from the General Manager- Supply Chain, The Kenya Power & Lighting Company Plc at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

1.2 Obtaining tender documents.

1.2.1 Tender documents detailing the requirements may be obtained from the KPLC E- Procurement Portal – RFX No: **1000003032**

Kindly ensure you are registered in Central Office as a Region in order for you to participate in this tender.

1.2.2 Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge.

1.3 Submission of Tender documents

Completed Tenders are to be submitted in electronic format on the KPLC's E-procurement portal on the due date and time published on the portal. Tenderers are required to visit the portal from time to time for revised closing dates and addendums. The Tender is to be submitted **ONLINE** on or before the submission date and time indicated on the **KPLC tendering portal**.

1.4 Tender Closing Date and Time

Tender closing date and time is as specified in the KPLC's tendering portal.

1.5 Prices

Offered Price should be inclusive of all taxes, duties, levies and delivery costs to the premises (where applicable) of KPLC or other specified site, must be in Kenya Shillings and shall remain valid for **One Hundred and Eighty (180) days** from the closing date of the tender. ***Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT.***

1.6 Opening of submitted Tenders

Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend at the Auditorium, Stima Plaza, Kolobot Road. All health protocols during opening ***must*** be observed and ***only one representative*** will be allowed in opening venue.

1.7 Pre-bid Meeting

There will be a **pre-bid meeting** on **5th January 2026** at **Stima Plaza Auditorium, Kolobot Road, Nairobi, at 11:05 am- 12:30Pm**. Attendance will be mandatory.

TENDER SUBMISSION CHECKLIST

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

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or irrevocable letter 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	Copy of Company or Firm's Registration Certificate	
5	Copy of PIN Certificate	
6	Copy of Valid Tax Compliance Certificate	
7	Confidential Business Questionnaire (CBQ)	
8	National Construction Authorities(NCA) registration Certificate and a valid Tenderer's Practicing License for the relevant category	
9	Proposed Work program (Work method & schedule)	
10	Duly completed and signed Site Visit Form	
11	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company registration of business name for those trading as a sole proprietor or a registration of partnership deed registered under the Kenyan law or equivalent certification for foreign tenderers.	
12	Names with full contact as well as physical addresses of previous customers of similar works and reference letters from at least four (4) previous clients	
13	Priced Bill of Quantities (signed and stamped by bidder)	
14	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. <i>(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).</i>	
15.	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items he has submitted)	

***NOTES TO TENDERERS**

- 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.
- All Kenyan Registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).
- Foreign Tenderers must provide equivalent documents to Tax Compliance and PIN certificates from their country of origin statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. Such Statement(s) shall be original and issued by the Tax authorities in the Tenderer's country of origin.

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. **Scope of Tender**

- 1.1 Kenya Power as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.

2. **Fraud and Corruption**

- 2.1 Kenya Power requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 Kenya Power requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, Kenya Power shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 2.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit KPLC to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by KPLC.

3. **Eligible Tenderers**

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of Kenya Power, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another tenderer; or
 - c) Has the same legal representative as another tenderer; or
 - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of Kenya Power regarding this tendering process
 - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or

- f) any of its affiliates has been hired (or is proposed to be hired) by Kenya Power as Engineer for the Contract implementation; or
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
 - h) Has a close business or family relationship with a professional staff of Kenya Power who:
 - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - j) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to Kenya Power throughout the tendering process and execution of the Contract.
- 3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.
- 3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8.A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.
- 3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to Kenya Power, as Kenya Power shall reasonably request.
- 3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable Kenya Power determine if this condition is met shall be provided in for this purpose is be provided in *“SECTION III - EVALUATION AND QUALIFICATION CRITERIA”*.
- 3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they

can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

- 3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment, and Services

- 4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At Kenya Power's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Tenderer's Responsibilities

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and Kenya Power will in no case be responsible or liable for those costs.
- 5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by Kenya Power to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify Kenya Power against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.
- 5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. Contents of Tender Documents

6. Sections of Tender Document

- 6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8. PART 1 Tendering Procedures
- i) Section I - Instructions to Tenderers (ITT)
 - ii) Section II - Tender Data Sheet (TDS)
 - iii) Section III - Evaluation and Qualification Criteria
 - iv) Section IV - Tendering Forms

PART 2 Works Requirements

- i) Section V - Drawings
- ii) Section VI - Specifications
- iii) Section VII - Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

- i) Section VIII - General Conditions of Contract (GCC)
- ii) Section IX - Special Conditions of Contract (SC)
- iii) Section X - Contract Forms

6.2 The Invitation to Tender Document (ITT) issued by Kenya Power is not part of the Contract documents.

6.3 Unless obtained directly from Kenya Power, Kenya Power is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from Kenya Power shall prevail.

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8. Pre-Tender Meeting

8.1 Kenya Power shall specify in the **TDS** if a pre-tender meeting will be held, when and where. Kenya Power shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach Kenya Power not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 Kenya Power shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by Kenya Power exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact Kenya Power in writing at Kenya Power's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. Kenya Power will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. Kenya Power shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the **TDS**, Kenya Power shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, Kenya Power shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10. Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, Kenya Power may amend the Tendering document by issuing addenda.

- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from Kenya Power in accordance with ITT 6.3. Kenya Power shall also promptly publish the addendum on Kenya Power's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, Kenya Power shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

C. Preparation of Tenders

11. Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and Kenya Power shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

12. Language of Tender

- 12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kenya Power, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13. Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT 14;
 - b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
 - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
 - d) Alternative Tender, if permissible, in accordance with ITT 15;
 - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g) Conformity: a technical proposal in accordance with ITT 18;
 - h) Any other document required in the **TDS**.
- 13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Schedules

- 14.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

- 15.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

- 15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price Kenya Power's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by Kenya Power, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by Kenya Power. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by Kenya Power. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.
- 16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.
- 16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and Kenya Power may require the Tenderer to justify its proposed indices and weightings.
- 16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

17. Currencies of Tender and Payment

- 17.1 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall devise own ways of getting foreign currency to meet those expenditures.

18. Documents Comprising the Technical Proposal

- 18.1 The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's

eligibility in accordance with ITT 4.

- 19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.
- 19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by Kenya Power, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable Kenya Power identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by Kenya Power as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 19.6 The Tenderer shall provide further documentary proof, information or authorizations that Kenya Power may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to Kenya Power. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to Kenya Power.
- 19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if Kenya Power is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by Kenya Power (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
 - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of Kenya Power that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20. Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by Kenya Power in accordance

with ITT 24). A Tender valid for a shorter period shall be rejected by Kenya Power as non-responsive.

- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, Kenya Power may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.
- 20.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) In the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
 - b) In the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

21. Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 21.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- a) An unconditional Bank Guarantee issued by reputable commercial bank); or
 - b) An irrevocable letter of credit;
 - c) A Banker's cheque issued by a reputable commercial bank; or
 - d) Another security specified **in the TDS**.
- 21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.
- 21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by Kenya Power as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. Kenya Power shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- e) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
 - f) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 50; or
 - ii) Furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.
- 21.8 Where tender securing declaration is executed, Kenya Power shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits

the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to Kenya Power and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) In an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) If alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i) In an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) In the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of Kenya Power.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, Kenya Power will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

- 24.1 Tenders must be received by Kenya Power at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.
- 24.2 Kenya Power may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of Kenya Power and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Tenders**
- 25.1 Kenya Power shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by Kenya Power after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
- 26. Withdrawal, Substitution, and Modification of Tenders**
- 26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - b) received by Kenya Power prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.
- 26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.
- 26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.
- 27. Tender Opening**
- 27.1 Except in the cases specified in ITT 23 and ITT 26.2, Kenya Power shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the **TDS**.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as Kenya Power may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed

by the members of the tender opening committee attending the opening. The number of representatives of Kenya Power to sign shall be specified in the **TDS**.

- 27.7 At the Tender Opening, Kenya Power shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.8 Kenya Power **shall prepare minutes of the Tender Opening that shall include, as a minimum:**
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts;
 - c) Any alternative Tenders;
 - d) The presence or absence of a Tender Security, if one was required.
 - e) Number of pages of each tender document submitted.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.
- 28.2 Any effort by a Tenderer to influence Kenya Power in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact Kenya Power on any matter related to the tendering process, it shall do so in writing.

29. Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, Kenya Power may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by Kenya Power shall not be considered. Kenya Power's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Kenya Power in the evaluation of the tenders, in accordance with ITT 33.
- 29.2 If a tenderer does not provide clarifications of its tender by the date and time set in Kenya Power's request for clarification, its Tender may be rejected.

30. Deviations, Reservations, and Omissions

- 30.1 During the evaluation of tenders, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the tender document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

- 31.1 Kenya Power's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.
- 31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- b) limit in any substantial way, inconsistent with the tender document, Kenya Power 's rights or the tenderer's obligations under the proposed contract; or
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

31.3 Kenya Power shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by Kenya Power and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Non-material Non-conformities

32.1 Provided that a tender is substantially responsive, Kenya Power may waive any non-conformities in the tender.

32.2 Provided that a Tender is substantially responsive, Kenya Power may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non- conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

32.3 Provided that a tender is substantially responsive, Kenya Power shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

33. Arithmetical Errors

33.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

33.2 Provided that the Tender is substantially responsive, Kenya Power shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

33.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

34. Currency provisions

34.1 Tenders will priced be in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

35. Margin of Preference and Reservations

35.1 No margin of preference shall be allowed on contracts for small works.

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

36. Nominated Subcontractors

- 36.1 Unless otherwise stated in the **TDS**, Kenya Power does not intend to execute any specific elements of the Works by subcontractors selected in advance by Kenya Power.
- 36.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by Kenya Power in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

- 37.1 Kenya Power shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies Kenya Power shall determine the Best Evaluated Tender in accordance with ITT 40.
- 37.2 To evaluate a Tender, Kenya Power shall consider the following:
- a) Price adjustment due to discounts offered in accordance with ITT 16;
 - b) Converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
 - c) Price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
 - d) Any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

38. Comparison of Tenders

- 38.1 Kenya Power shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

39. Abnormally Low Tenders

- 39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 39.2 In the event of identification of a potentially Abnormally Low Tender, Kenya Power shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 39.3 After evaluation of the price analyses, in the event that Kenya Power determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, Kenya Power shall reject the Tender.

40. Abnormally High Tenders

- 40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that Kenya Power is concerned that it (Kenya Power) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

- 40.2 In case of an abnormally high tender price, Kenya Power shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. Kenya Power may also seek written clarification from the tenderer on the reason for the high tender price. Kenya Power shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, Kenya Power may accept or not accept the tender depending on Kenya Power's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, Kenya Power shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 40.3 If Kenya Power determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), Kenya Power shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

41. Unbalanced and/or Front-Loaded Tenders

- 41.1 If in Kenya Power's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, Kenya Power may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, Kenya Power may as appropriate:
- a) Accept the Tender; or
 - b) Require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
 - c) Agree on a payment mode that eliminates the inherent risk of Kenya Power paying too much for undelivered works; or
 - d) Reject the Tender,

42. Qualifications of the Tenderer

- 42.1 Kenya Power shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.
- 42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event Kenya Power shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
- 42.4 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 42.5 In the event of identification of a potentially Abnormally Low Tender, Kenya Power shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 42.6 After evaluation of the price analyses, if Kenya Power determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, Kenya Power shall reject the Tender.

43. Best Evaluated Tender

- 43.1 Having compared the evaluated prices of Tenders, Kenya Power shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) Most responsive to the Tender document; and
 - b) The lowest evaluated price.

44. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

- 44.1 Kenya Power reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

45. Award Criteria

- 45.1 Kenya Power shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

46. Notice of Intention to enter into a Contract

- 46.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period Kenya Power shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;
 - c) A statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
 - d) The expiry date of the Standstill Period; and
 - e) Instructions on how to request a debriefing and/or submit a complaint during the standstill period;

47. Standstill Period

- 47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 47.2 Where a Standstill Period applies, it shall commence when Kenya Power has transmitted to each Tenderer the Notification of Intention to Enter **into a Contract with the successful Tenderer.**

48. Debriefing by Kenya Power

- 48.1 On receipt of Kenya Power's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to Kenya Power for a debriefing on specific issues or concerns regarding their tender. Kenya Power shall provide the debriefing within five days of receipt of the request.
- 48.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

49. Letter of Award

- 49.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, Kenya Power shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

50. Signing of Contract

- 50.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, Kenya Power shall send the successful Tenderer the Contract Agreement.
- 50.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to Kenya Power.
- 50.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

51. Appointment of Adjudicator

- 51.1 Kenya Power proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, Kenya Power does not agree on the appointment of the Adjudicator, Kenya Power will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52. Performance Security

- 52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from Kenya Power, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to Kenya Power. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless Kenya Power has agreed in writing that a correspondent bank is not required.
- 52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event Kenya Power may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

53. Publication of Procurement Contract

- 53.1 Within fourteen days after signing the contract, Kenya Power shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of Kenya Power;
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract;
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

54. Procurement Related Complaints and Administrative Review

- 54.1 The procedures for making Procurement-related Complaints are as specified in the TDS.
- 54.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
A	General		
ITT 1.1	<p>The name of the Contract is Proposed Upgrade of Security Systems Network & Storage Security Management Companywide The reference number of the Tender is KP1/9A.2/OT/020/SS/25-26.</p> <p>The name of the ITT is: Two Year Service & Maintenance for Intruder Alarms, Electric Fences and Radio Response Services Companywide</p> <p>The number and identification of lots (contracts) comprising this ITT is:</p> <table border="1"> <tr> <td>Lot 1</td><td>Proposed Upgrade of Security Systems Network & Storage Security Management Companywide</td></tr> </table>	Lot 1	Proposed Upgrade of Security Systems Network & Storage Security Management Companywide
Lot 1	Proposed Upgrade of Security Systems Network & Storage Security Management Companywide		
ITT 2.3	There is no information on competing firms.		
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: None		
ITT 3.1	Maximum number of members in a Joint Venture (JV) are three (3). Adopt definition of 'relative' as provided for under section 59 (2)(b) of the Public Procurement and Asset Disposal Act, 2015.		
ITT 3.10	Joint Venture Firms, which may prevent, distort or lessen competition to seek approval from Competitions Authority before award of tender. The tender is Open to Local Contractors Only.		
ITT 3:11	Eligible Tenderers: Local bidders .		
ITT 7.1	There shall be mandatory site visits to be conducted on sites which shall be discussed during the pre-bid site meeting A site visit form shall be duly filled and signed by the representatives of the firms present.		
B	Contents of Tender Document		
ITT 8.1	There shall be a mandatory pre-bid meeting on 5th January 2026 Stima Plaza Auditorium, Kolobot Road, Nairobi, from 11:05am to 12:30pm .		
ITT 8.2	Any questions in writing shall reach KPLC not later than Seven (7) days prior to the tender closing date and shall be requested through the e-mail addresses on the cover page of this tender document.		
ITT 8.4	Minutes of the pre-Tender meeting and site visit of the site of the works will be published at the website on the KPLC website www.kplc.co.ke and on our E-Procurement portal.		
ITT 9.1	<p>KPLC shall publish its response at the website and on their E-Procurement Portal through an addendum for general queries or email for specific queries.</p> <p>For Clarification of <u>Tender purposes</u> only, KPLC's address is: General Manager, Supply Chain & Logistics The Kenya Power and Lighting Company PLC Stima Plaza, 3rd Floor Kolobot Road, Parklands P.O Box 30099 - 00100 Nairobi. Kenya Telephone: +254-20-3201821</p> <p>Electronic mail address: Procurement@kplc.co.ke; SKKariuki@kplc.co.ke, and copy to JMutai@kplc.co.ke, JMuigai@kplc.co.ke</p>		
C	Preparation of Tenders		
ITT 13.1(h)	The tenderer shall submit the following additional documents in its tender: <i>as per the qualification criteria with and including the documents listed in the Check List</i>		
ITT 15.1	Alternative tenders <i>shall not be</i> considered.		
ITT 15.2	Alternative times for completion shall <i>be as specified in Section III (Evaluation and Qualification Criteria)</i> .		
ITT 15.3	Alternative technical solutions shall not be permitted		
ITT 16.7	Price quoted shall be inclusive of a 0.03% Public Procurement Capacity Building Levy Order, 2023 of the contract value exclusive of VAT . The Levy		

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>shall be deducted from the suppliers payment during contract implementation and remitted to PPRA as stipulated in the Public Procurement Capacity Building Levy order 2023 effective for all tenders published after 1st September 2024.</p> <ul style="list-style-type: none"> • A Withholding Tax (WHT) of 0.5% shall be deducted from the supplier's payment for resident companies in compliance with the Tax Laws Amendment Act, 2024. • A Withholding Tax (WHT) of 5% shall be deducted from the supplier's payment for non-resident companies in compliance with the Tax Laws Amendment Act, 2024.
ITT 20.3	Price variation on the basis of extending tender validity period is Not applicable
ITT 21.2	The Tender validity period shall be <i>One Hundred and Eighty (180)</i> days. A Tender valid for a shorter period shall be rejected.
ITT 21.1	<p>A Tender Security valid for 210 days shall be required in form of bank guarantee or a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya only. The amount and currency of the Tender Security shall be as follows:</p> <p>Tender Security in Kenya Shillings worth</p> <p>Ksh. 800,000.00: Eight Hundred Thousand Kenya Shillings Only.</p> <p>The Original Tender Security should be kept in an envelope clearly labelled with the Tender number & name and shall be deposited in the Tender Security Box on 3rd Floor Supply Chain at Stima Plaza, Kolobot Road, before the tender opening time.</p> <p>The Original Tender Security should be kept in an envelope clearly labelled with the Tender number & name and shall be deposited in the Tender Security Box on 3rd Floor Supply Chain at Stima Plaza, Kolobot Road, before the tender opening time.</p> <p><i>Tender Security issued by an Insurance Company is not acceptable</i></p> <p>a. Bidders should clearly indicate Lot of interest on the tender security</p>
ITT 21.2 (d)	The other tender security shall be as specified in ITT 21.1 above.
D	Submission and Opening of Tenders
ITT 24.1	<p>All tenders shall be submitted through the KPLC SAP online tendering portal in PDF format.</p> <p><i>(Issuing Tendering Documents, Submission of Tenders, Opening of Tenders)</i> Proof of receipt will be done via the bidders Submitted Response Number for RFX: 1000003032</p>
ITT 26	Withdrawals, substitutions and modifications to be done online through KPLC tendering portal.
ITT 27.1	Public opening will be done through the KPLC tendering portal at Stima Plaza, Auditorium as specified in the KPLC Tendering Portal.
ITT 27.6	There shall be tender opening minutes and electronic report generated electronically from KPLC ONLINE TENDERING PORTAL and the minimum number of representatives of KPLC to sign is Three (3).
E.	Evaluation and Comparison of Tenders
ITT 36.1	KPLC <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance by KPLC.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: 20 % <i>of the total contract amount</i> . Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity(ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. Specialized subcontractors shall be so qualified in their respective specialties and are subject to evaluations.
ITT 36.3	<p>The parts of the Works for which the KPLC permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <ol style="list-style-type: none"> 1. Electrical Installation Services (BS) 2. Internal Plumbing & Drainage Installations (BS) <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 37.2	(b) The currency of the tender shall be Kenya Shillings (d) Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT45.1	Award of Contract. Award shall be to the lowest evaluated bidder. Tenderers must quote for all line items in a given Lot in order to qualify for award.
ITT 47	The standstill period shall be 14 days irrespective of the number of bids that shall be submitted.
ITT 54.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke</p> <p style="text-align: center;"><i>General Manager, Supply Chain & Logistics, The Kenya Power and Lighting Company PLC, Stima Plaza, 3rd Floor Kolobot Road, Parklands P.O Box 30099 – 00100 Nairobi, Kenya Telephone: +254-20-3201821 Electronic mail address: procurement@kplc.co.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tendering Documents; and (ii) KPLC’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by Kenya Power.

This section contains the criteria that the KPLC shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

Evaluation and contract award Criteria

Kenya Power shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

Kenya Power will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – KPLC’s “Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

3.1 Part 1 - Preliminary Examination Criteria. These are mandatory requirements. This shall include confirmation of the following: -

- 3.1.1 *Submission of Tender Security - Checking its validity, whether it is Original; whether it is sufficient; whether it is authentic; whether it is issued by a local Bank institution and whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*
- 3.1.2 *Submission of the following duly completed, signed and stamped forms:*
 - a. *Form of tender*
 - b. *Certificate of Independent Tender Determination*
 - c. *Self-Declaration of the Tenderer as hereunder.*
 - *Form SD1*
 - *Form SD2.*
 - *Appendix 1- fraud and corruption*
 - d. *Declaration and Commitment to The Code of Ethics*
 - e. *Tenderer's Eligibility -Confidential Business Questionnaire*
 - f. *Form EL1 1.1 - Tenderer Information Sheet*
 - g. *Form EL1 1.2 Party to JV Information Sheet*
- 3.1.3 *Submission and considering the following: -*
 - a) *Company or Firm's Registration Certificate*
 - b) *PIN Certificate.*
 - c) *Valid Tax Compliance Certificate.*
 - d) *Valid Business Permit*
 - e) *PSRA Certificate*
- 3.1.4 *That the Tender is valid for the period required.*
- 3.1.5 *The tenderer must be registered with the National Construction Authority with a valid Practicing license NCA 1- NCA 5 (Electrical Categories- for all lots).*

- 3.1.6 *Submission of a Completed site visit form signed by authorized KPLC Officer*
- 3.1.7 *Submission of a proposed detail technical Implementation Work Plan / Program, Work Method*
- 3.1.8 *Duly filled Form EXP 4.1 and names with full contact as well as physical addresses of previous customers of similar works with reference letters from at least four (4) previous customers.*
- 3.1.9 *Submission of a complete and current CR12 Form (dated within 12 months before date of tender opening) obtained from the Registrar of Companies showing the Directorship and their respective shareholding of the firm, and in case of a corporate shareholder, bidders must separately submit a CR12 Form of the corporate shareholder until all the human Directors and their shareholding are disclosed.*
- 3.1.10 *Submission of the audited financial Statements are those that are reported within eighteen (18) calendar months of the date of the tender document together with **a copy of the Auditors/Audit Firm** valid ICPAK practicing license attached.*
- 3.1.11 *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements. Proof of authorization shall be furnished in the form of power of attorney which shall accompany the tender if the signatory to the tender is not a director of the company (provide name and attach proof of citizenship of the signatory to the tender).*
- 3.1.12 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.*
- 3.1.13 *Notwithstanding the above, considering any outstanding contracts where applicable and the execution capacity indicated by the Tenderer.*

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

3.2 Part II - Technical Evaluation Criteria under ITT 29.3.

3.2.1 Stage 1 of II – Technical Evaluation Criteria under clause 29.3 of the ITT. Evaluation of the relevancy of the following technical information against Tender requirements and Specifications: -

- 3.2.1.1 *For goods manufactured outside Kenya, applicable relevant ISO standard valid certification or for Goods manufactured in Kenya - valid KEBS Mark of Quality Certificate and / or KEBS Standardization Mark Certificate*
- 3.2.1.2 *Submission of Relevant Manufacturer's or Principal's Authorization.
The tenderer must provide a certified copy of valid Manufacturers Authorization Letter (MAF) covering all items the tenderer has tendered from the Original Equipment Manufacturer (OEM).*
- 3.2.1.3 *Type Test reports and certificates from the relevant International or National Testing/Standards Authority or ISO/IEC accredited independent laboratory for full compliance with Tender Specifications*
- 3.2.1.4 *The accreditation certificate for the testing laboratory to ISO/ IEC (**Applicable for firms without KEBS Certification**)*
- 3.2.1.5 *As contained in the following documents –*
 - a) *Manufacturer's Warranty duly filled, signed, and stamped*
 - b) *Drawings and/or Catalogues and/ or Brochures*
 - c) *Schedule of Guaranteed Technical Particulars as per Technical Specifications.*

Table 1: Mandatory Technical Requirements (against Tender Requirements and Technical Specifications).

Verification and consideration of the following:

	Criteria	KPLC Requirement	Bidder's Offer – Yes or No
1	Valid ISO 9001:2015 certification or equivalent	Applicable for goods manufactured outside Kenya	
/2	Valid KEBS Diamond Mark of Quality Certificate or KEBS Standardization Mark certificate	Applicable for goods manufactured in Kenya	
3	Type Test reports and certificates from the relevant International or National Testing/Standards Authority or ISO/IEC accredited independent laboratory for full compliance with Tender Specifications	Shall NOT be more than five (5) years old prior to the Date of the Tender document.	
4	Accreditation certificate for the testing laboratory to ISO/ IEC (<i>Applicable for firms without KEBS Certification</i>)	Should be relevant to the tender and from designated body	
5	Catalogues/Brochures	Relevancy to the Tender (Shall be those from the manufacturer / Tenderer)	
6	Full compliance of Guaranteed Technical Particulars	Required as per specifications	
7	Manufacturer's Warranty	Required in the format given in the Tender document	
8	Financial Statements	Valid ICPAK Practicing	
		Last 3 Financial Years	
		Latest is not more than 18 months	

NOTES TO TABLE 1:

1. Where the Tenderer's offer fails to satisfy any one or more of the requirements as per the Criteria in Table 1 above, that Tenderer will be declared to have failed "*Failed on Mandatory Technical Requirements.*"

2. The Tenderer shall not qualify for further evaluation.

3. Where the Tenderer's offer complies with all the requirements in Table 1 above, that offer shall proceed for further evaluation as per criteria set out in Table 2.

Tenders will proceed to the Detailed Technical Stage only if they qualify in compliance with Part II clause 3.2.1 above, and Preliminary Evaluation under ITT 29.2.

3.2.2 Stage 2 of Part II – Detailed Technical Evaluation under ITT 29.3

Table 2: Detailed Technical Requirements (against Tender Requirements and Technical Specifications).

3.2.2.1 Verification and consideration of the following: - full compliance to the Schedule of Guaranteed Technical Particulars as per Technical Specifications

3.2.3 Further Technical Evaluation. (Scoring Criteria):

NO.	Evaluation Criteria	Required	Maximum Marks	
			Max.	Attained
3.2.4.1	Previous experience and capability to deal with similar security installations	Recommendation letters from previous clients to a maximum of 5 for similar work undertaken within the last 5 years - Each reference letter (4 marks)	20	
3.2.4.2	Capacity of bidder to handle similar assignments	Provide duly filled Form EXP 4(a) and copies of copies of contracts and/or completion certificate to a maximum of 5 for works done within the last 5 years based on Contract Value - ksh. 20m and above per contract (4 mks) per contract/ Completion Certificate - Between ksh.10m and 19.9m per contract (3 mks) per contract/ Completion Certificate - Between ksh. 2m and 9.9m per contract (2 mk) per contract/ Completion Certificate - Below ksh 1m per contract (1 mks) - No contract (0 mks)	20	
3.2.4.3	Schedule of contractors' equipment and Transport	Proof of running fleet. Attached copies of logbooks of fleet of owned or leased (with leased agreements) to a maximum of 5: - 1 mks per owned/ lease agreement logbook. For lease agreement must provide for lease agreement.	5	
		For each specific equipment up to a maximum of 5 (All categories): Provide duly filled FORM EQP per Equipment - 2mks each	10	
3.2.4.4	Proof of training, Experience and qualifications of Staff scheduled for the project.	Provide duly filled FORM PER 1 and attach copies of certificates & CVs of employees and proof of employment (up to 5no. maximum technical staff) (All categories): Qualifications - Relevant Degree 3mks per staff - Relevant Diploma 2mks per staff - Relevant Certificate 1mk per staff	15	
		Relevant Manufacturers training certification for five (5) technical staff. (At least TWO staff should have certification in networks e.g CCNA/ CCNP/CCIE and at least TWO should have certification on Hikcentral or Genetec security management software. - 2mks per staff up to a maximum of 5 technical staff.	10	
3.2.2.6	Detailed Technical Proposals and Implementation Plan	- Attach Proposed Detailed Technical Proposals and Implementation Plan with Preliminary design proposal with Block/schematic drawing, description of work method, proposed work schedule/program & implementation team.	20	
	TOTAL	Required a minimum Grand Total Score of 75%.	100	

Tenderers will proceed to Financial Evaluation stage only if they score a minimum of 75% of the Technical Evaluation under clause 3.37.

3.3 Part III - Financial Examination Criteria

Evaluation of the following financial information against Tender Requirements and specifications:

3.3.1 This will include the following: -

- a) Confirmation of and considering that the Bill of Quantities is **duly** completed and signed and is in **original KPLC format** and not mutilated.
- b) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: -
 - i. Declared maximum value of business
 - ii. Shareholding and citizenship for preferences where applicable.
- c) Detailed financial review of the priced Bill of Quantities.
- d) Conducting a financial comparison based on the analysis of the Bidder's priced quantity.
- e) Confirming that the bidder has quoted in Kenya Shillings.

3.3 The award shall be to the bidders with the lowest evaluated price and the following shall apply:

Award shall be to the **lowest evaluated bidder**.

Tenderers must quote for all line items in the Lot in order to qualify for award

SECTION IV –TENDERING FORMS

INSTRUCTIONS TO TENDERERS

- i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.
- ii) All italicized text is to help Tenderer in preparing this form.
- iii) Tenderer must complete and sign *CERTIFICATE OF INDEPENDENT TENDER DETERMINATION* and the *SELF DECLARATION OF THE TENDERER* attached to this Form of Tender.
- iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.
 - Tenderer's Eligibility- Confidential Business Questionnaire, Certificate of Independent Tender Determination and Self-Declaration of the Tenderer

Date of this Tender submission: [insert date (as day, month and year) of Tender submission]

Request for Tender No.: [insert identification]

Name and description of Tender [Insert as per ITT]

Alternative No.: [insert identification No if this is a Tender for an alternative]

To: [insert complete Kenya Power] Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of;

Category/lot no.	Tendered Amount (KSH)
Proposed Upgrade of Security Systems Network, Storage Security Management Companywide: Stima Plaza, Electricity House Nakuru & Electricity House Mombasa	<i>Total Amount in Figures:</i> Kenya Shillings
	<i>Amount in w words:</i> Kenya Shillings

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until **(210 Days)** from the date of tender opening, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by Kenya Power based on execution of a Tender-Securing or Proposal-Securing Declaration in Kenya Power's Country in accordance with ITT 19.8;
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the

following Works: *[insert a brief description of the Works]*;

- v) **Tender Price:** The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or

Option 2, in case of multiple lots:

- a) **Total price of each lot** *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- b) **Total price of all lots** (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) **Discounts:** The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) **Tender Validity Period:** Our Tender shall be valid for **(.....) days** the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) **One Tender Per Tender:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed _____ day of _____, _____

Notes

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

* Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

QUALIFICATION FORMS

1. FORMEQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

2. FORM PER-1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: / /	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: / /	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: / /	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: [insert title]	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

3. **FORM PER-2:**

Resume and Declaration - Contractor's Representative and Key Personnel.

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Name of Tenderer		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____ Counter signature of

authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

4. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

4.1 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of Kenya Power
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.2 **FORM ELI-1.2**

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of Kenya Power, in accordance with ITT 3.8. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.3 FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Kenya Power: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Kenya Power: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Kenya Power: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of	Outcome as	Contract Identification	Total Contract

award	percentage of Net Worth		Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Kenya Power: <i>[insert full name]</i></p> <p>Address of Procuring Entity: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate “Procuring Entity” or “Contractor”]</i></p> <p>Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>

4.4 **FORM FIN – 3.1: Financial Situation and Performance**

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

4.4.1. **Financial Data**

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

4.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

4.5 FORM FIN – 3.2: Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

4.6 **FORM FIN – 3.3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

FORM FIN – 3.4: Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments

	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

FORM EXP - 4.1 General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Client/P.E : _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Client/P.E: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Client/P.E: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Client/P.E: _____ Address _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Client/P.E: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Client/P.E: _____ Address: _____	

FORM EXP - 4.2(a) Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

FORM EXP - 4.2(b)**Construction Experience in Key Activities**

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:				

2. Activity No. Two

3.

² If applicable

5. FORMS OF TENDER

A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instructions to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of Kenya Power	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____
Age _____
Nationality _____
Country of Origin _____
Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details. If director/shareholder is a company is a company, give details of human directors until human directors are disclosed (Provide CR12 for that other registered Company

i) Private or public Company

- ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings

(Equivalent)..... Issued Kenya Shillings

(Equivalent).....

- iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in Kenya Power.

- i) Are there any person/persons in (*Kenya Power*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in Kenya Power	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provides details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of Kenya Power regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, work, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of Kenya Power who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of Kenya Power who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to Kenya Power throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation

(Signature)

(Date)

Bidder's Official Stamp

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ [Kenya Power]
for: _____ [Name and number of
tender] in response to the request for tenders made by: _____ [Name of
Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that **check one of the following**, as applicable:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date].

Bidder's Official Stamp

C. SELF - DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of

..... in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
..... (*insert name of the Company*) who is a Bidder in respect of Tender No.
..... for (*insert tender title/description*) for
..... (*insert name of Kenya Power*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to herein above is true to the best of my knowledge, information and belief.

..... (Title)
..... (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P. O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of Kenya Power*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*insert name of Kenya Power*) which is Kenya Power.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*name of Kenya Power*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....
.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date..... (Company

Seal/ Rubber Stamp where applicable)

Witness

Name Sign.....

Date.....

Bidder's Official Stamp

E. APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

a. Purpose

- b. The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

c. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

1. A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
2. A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
3. Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a. Disqualified from entering into a contract for a procurement or asset disposal proceeding;
 - or
 - b. If a contract has already been entered into with the person, the contract shall be voidable;
4. The voiding of a contract by Kenya Power under subsection (7) does not limit any legal remedy Kenya Power may have;
5. An employee or agent of Kenya Power or a member of the Board or committee of Kenya Power who has a conflict of interest with respect to a procurement: -
 - a. Shall not take part in the procurement proceedings;
 - b. Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c. Shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
6. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to Kenya Power;
7. If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
 - ii. In compliance with Kenya's laws, regulations and policies mentioned above, Kenya Power:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of Kenya Power or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive Kenya Power of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by Kenya Power to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

Sign & Bidder's Official Stamp

6 FORM OF TENDER SECURITY- [Option 1–Demand Bank Guarantee]

Beneficiary:

Request for Tenders No:

Date:

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. "the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

7. FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _under Request for Tenders No._ (the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Kenya Power*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal’s Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or

Having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document, then the guarantee undertakes to immediately pay to the Procuring up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

8. TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity /

title (director or partner or sole proprietor, etc.) Name:

..... Duly

authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of *[Insert date of signing]* Seal or stamp

9. MANUFACTURER'S AUTHORIZATION FORM

(To Be Submitted on Manufacturer's Letterhead)

To:

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

Date: _____

ITT

No.:

To:

WHEREAS

We _____, who are official manufacturers of _____, having
factories at _____, do hereby authorize _____ to submit a Tender the
purpose of which is to provide the following goods, manufactured by us _____, and to
subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General
Conditions, with respect to the goods offered by the above firm.

Signed:

Name:

Title:

Duly authorized to sign this Authorization on behalf of:

Dated on _____ day of _____, _____

10. MANUFACTURER'S WARRANTY FORM

To Be Submitted on Manufacturer's Letterhead)

To:

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

RE: MANUFACTURER'S WARRANTY FOR GOODS REQUIRED UNDER TENDER NO
..... TO BE SUPPLIED BY

(indicate your name or the supplier you have authorized)

WE HEREBY WARRANT THAT:

- a) The Goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- b) The Goods 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 of the Goods under the conditions obtaining in Kenya.

The Warranty will remain valid for _____ after the Goods, or any portion thereof as the case may be, have been delivered and accepted to the final destination indicated in the contract.

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

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

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

NOTES TO TENDERERS AND MANUFACTURERS

1. *Only a competent person in the service of the Manufacturer should sign this letter of authority.*
2. *Provide full contact details including physical address, e-mail, telephone numbers and the website on the Warranty.*

11. Appendix to Tender

Schedule of Currency requirements

Summary of currencies of the Tender for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency	[To be entered by Kenya Power]

PART II - WORK REQUIREMENTS

SECTION V – DRAWINGS

See drawings annexed in a separate section. (Contractor to Avail Design Drawing-Annex I)

SECTION VI – SPECIFICATIONS & BILLS OF QUANTITIES

PRICE SCHEDULE /BILLS OF QUANTITIES

SOFTWARE AND LICENSES

Bill of Quantities Upgrade of Security Systems Network, Storage Security Management Companywide: Page 1					
No	Item Description	Unit	QTY	Unit Price (PPCBL Incl.) & VAT Excl. (Kes)	Total Price (PPCBL Incl.) & VAT Excl. (Kes)
	SOFTWARE LICENSES				
A.	Security Decision Management (SDMS) Base License	Lot	1		
B.	Security Decision Management System (SDMS) Control License	Lot	1		
C.	Video Device Licenses	No.	1000		
D.	Access Control Licenses	No.	500		
E.	Intrusion Sensor Licenses	No.	1,000		
F.	LPR/ANPR Licenses	No.	20		
G.	IoTs Licenses	No.	1000		
H.	Directory Failover License	Lot	1		
I.	SQL Server Enterprise Licenses	No.	2		
J.	Workstation/Operator Licenses	No.	20		
Total Carried to Collection Upgrade of Security Systems Network, Storage Security Management Companywide. Page 1					

SERVER INFRASTRUCTURE

Bill of Quantities Upgrade of Security Systems Network, Storage Security Management Companywide Page 2					
No	Item Description	Unit	QTY	Unit Price (PPCBL Incl.) & VAT Excl. (Kes)	Total Price (PPCBL Incl.) & VAT Excl. (Kes)
	SERVER INFRASTRUCTURE				
A.	Directory Server (Primary)	Lot	1		
B.	Directory Server (Failover)	Lot	1		
C.	Security Decision Management System (SDMS) Server Nodes	No.	2		
D.	SAN Storage System (At least 600TB)	No.	3		
E.	Core Switch	No.	3		
F.	Main Switch	No.	3		
G.	Workstations	No.	6		
H.	10KVA Double Conversion UPS	Lot	3		
I.	42 U Cabinet	No.	3		
J.	Air conditioner 36000BTU	No	2		
Total Carried to collection Total Carried to Collection Upgrade of Security Systems Network, Storage Security Management Companywide. Page 2					

NETWORK INFRASTRUCTURE

**Bill of Quantities Upgrade of Security Systems Network, Storage Security Management Companywide
Page 3**

No	Item Description	Unit	QTY	Unit Price (PPCBL Incl.) & VAT Excl. (Kes)	Total Price (PPCBL Incl.) & VAT Excl. (Kes)
	NETWORK INFRASTRUCTURE				
	Core Switch	No.	3		
	Main Switch	No.	3		
	Local Switch	No.	5		
	8 Port CCTV switch	No.	5		
	20 KM Cisco-Cisco SFP	No.	4		
	40 KM Fibre to Ethernet Media Converter SINGLE MODE SC	No.	10		
	60 KM Fibre to Ethernet Media Converter SINGLE MODE SC	No.	5		
	150 KM Fibre to Ethernet Media Converter SINGLE MODE SC	No.	6		
	300 KM Fibre to Ethernet Media Converter SINGLE MODE SC	No.	1		
	Cat 6 Patch Cords 3 Meters	No.	35		
	SC-FC SINGLE MODE FIBER PATCH CORDS 20metres	No.	70		
	Electrical/Networking Tool Kits	No.	4		
	CAT 6 cable	Rolls	6		
	3KVA Double Conversion UPS	No	7		
	Maintenance laptop	No	3		
	Total Carried to collection Total Carried to Collection Upgrade of Security Systems Network, Storage Security Management Companywide Page 3				

SERVICES

Bill of Quantities Upgrade of Security Systems Network, Storage Security Management Companywide: Page 4					
No	Item Description	Unit	QTY	Unit Price (PPCBL Incl.) & VAT Excl. (Kes)	Total Price (PPCBL Incl.) & VAT Excl. (Kes)
A.	Allow for cabling, ducting, brackets, and necessary accessories fabrications	LOT	1		
B.	Network Devices accessories & cabinets - 1 switch	LOT	1		
C.	System Design & Engineering	Lot	1		
D.	Software Installation & Configuration	Lot	1		
E.	Database Setup & Clustering	Lot	1		
F.	Device Integration (up to 5,000 devices)	Lot	1		
G.	SOP Development (500 types)	Lot	1		
H.	Testing & Commissioning	Lot	1		
I.	Training (60 Staff)	Lot	1		
J.	Documentation & As-Built Drawings	Lot	1		
K.	Allow for integration of the system to existing systems	LOT	1		
L.	Installation, Testing and Commissioning to client satisfaction	LOT	1		
Total Carried to collection Total Carried to Collection Upgrade of Security Systems Network, Storage Security Management Companywide Page 4					

TRAINING & PROJECT MANAGEMENT

Bill of Quantities Technical Training & Project Management					
No	Item Description	Unit	QTY	Unit Price (PPCBL Incl.) & VAT Excl. (Kes)	Total Price (PPCBL Incl.) & VAT Excl. (Kes)
A	Manufacturers Training: Factor costs as follows:				
i)	Factory Assessment and pre- installation Training for 4no persons	PC	1	2,300,000.00	2,300,000.00
ii)	Manufacturers Training at the manufacturers for 3no technical persons (Factor only the cost of training i.e venue, trainers, transport to and from the training venue and certification)	LOT	1		
ii)	Travelling and accommodation for 4no technical persons	LOT	1	3,500,000.00	3,500,000.00
B	Provisional Sum for Project Management	PC	1	2,000,000.00	2,000,000.00
	Provisional Sum for Contingencies	PC	1	2,500,000.00	2,500,000.00
	Total Carried to collection Upgrade of Security Systems Network, Storage Security Management- Technical Training & Project Management				

**SUMMARY PAGE FOR UPGRADE OF SECURITY SYSTEMS NETWORK,
STORAGE SECURITY MANAGEMENT SYSTEM**

A.	Total Carried to collection Total Carried to Collection Upgrade of Security Systems Network, Storage Security Management Companywide Page 1	
B.	Total Carried to collection Total Carried to Collection Upgrade of Security Systems Network, Storage Security Management Companywide Page 2	
C.	Total Carried to collection Total Carried to Collection Upgrade of Security Systems Network, Storage Security Management Companywide Page 3	
D.	Total Carried to collection Total Carried to Collection Upgrade of Security Systems Network, Storage Security Management Companywide Page 4	
E.	Total Carried to collection Upgrade of Security Systems Network, Storage Security Management- Technical Training & Project Management	
	TOTAL PPCBL Incl. & VAT	
	ADD 16 % VAT	
	GRAND- SECURITY MANAGEMENT CONTROL SYSTEMS	

**MAINTENANCE SERVICE LEVEL AGREEMENT FOR SECURITY DECISION
MANAGEMENT (SDMS) AND ASSOCIATED DEVICES**

No	Item Description	Unit	QTY	Unit Price (PPCBL Incl.) & VAT Excl. (Kes)	Total Price (PPCBL Incl.) & VAT Excl. (Kes)
A.	2-year Quarterly maintenance	No.	8		

SCHEDULE OF REQUIREMENTS

INTRODUCTION

Security Decision Management System (SDMS)

Kenya Power & Lighting Company (KPLC) intends to procure, implement, and commission an enterprise-grade **Security Decision Management System (SDMS)** built on and off shelf **security systems control software** to monitor, analyses, and manage security and operational events across national substations, depots, offices, power plants, data centres, and field installations.

The proposed system shall integrate CCTV, Access Control, Perimeter Intrusion Detection, Fire Alarm Systems, IoTs and environmental sensors into a single unified platform supporting **5,000+ devices**.

Security Systems Storage and Network upgrade

CCTV and ACS networks often suffer from frequent device dropouts, latency, and inconsistent communication with servers. Upgrading the network ensures stable connectivity, reduced downtime, and continuous operation of critical security functions.

Modern IP cameras (HD/4K), biometric readers, and smart controllers generate significantly higher data volumes. Existing networks with limited bandwidth cannot support the growing load, leading to video loss, slow access control response, and degraded performance.

Expanding CCTV coverage (e.g., additional cameras, analytics, LPR, AI detection) and more ACS checkpoints requires a network that can scale without performance issues. A modern network architecture supports both current and future growth is required.

2.0 SYSTEM OBJECTIVES

The system shall:

1. Improve detection and prevention of transformer vandalism, trespass, intrusion and sabotage.
2. Enhance real-time situational awareness across all KPLC regions.
3. Provide automated incident correlation, response workflow and escalation mechanisms.
4. Centralize monitoring and incidence management through the Corporate Security Control Centre and regional operations control rooms.
5. Support high availability, redundancy, and business continuity.
6. Increased Bandwidth Requirements for CCTV, ACS and associated security devices
7. Support for Redundancy and High Availability of security systems.

3.0 SECURITY DECISION MANAGEMENT SYSTEM (SDMS) SOFTWARE REQUIREMENTS

3.1 Security Decision Management System (SDMS)

3.1.1 Software Platform

Security Decision Management System (SDMS) shall collaborate decision management systems that provide organizations with new levels of situational intelligence, visualization, and complete incident management capabilities. It allows security personnel to make the right decision when faced with routine tasks or unanticipated situations by ensuring a timely flow of information.

Key Features

- The software platform shall be centred at user experience is centred around the operator, providing clarity and focus. Events with the highest priority are processed based on response policies and standard operating procedures, eliminating uncertainty.
- Situational awareness is created through dynamic map views, contextual details, and real-time status updates. The Decision Management System interface provides all relevant data for planning and incident response on a single screen, or across multiple displays, based on the operator's preference.

- With thousands of events competing for attention every day, manually reviewing each situation is impossible. The Rules Security Decision Management System (SDMS) shall help separate real threats from false alarms. It qualifies events and classifies them into incidents, allowing your team to focus on situations requiring their attention.
- Security Decision Management System (SDMS) shall automate responses to routine situations, such as equipment maintenance or employee screenings, without intervention from security operators. Its intuitive drag-and-drop interface means you can easily create and expand automation workflows to adapt to new situations, without custom development.

Here is the incident life cycle managed by Security Decision Management System (SDMS):

Automation

Automation is a series of activities associated with an incident type. These activities are performed by the system during the life cycle of an incident. The activities can change the incident state and properties, affect other entities in the system, or simply wait for a condition to come true. The automation workflow helps automate simple tasks, such as exporting the incident when it is resolved, so operators can focus on more complex ones. (Replaces the term incident workflow)

collaborative incident

A collaborative incident is an incident type that requires the collaboration of multiple teams to resolve. Each team has specific tasks to follow, which are represented by sub-incidents. The collaborative incident is resolved when all its sub-incidents are resolved.

dynamic user procedure

A dynamic user procedure (or dynamic SOP) is a standard operating procedure where the step sequence depends on the response provided by the operator at each step. The dynamic SOP is represented by a flowchart in Config Tool.

failover

Failover is a backup operational mode in which a role (system function) is automatically transferred from its primary server to a secondary server that is on standby. This transfer between servers occurs only if the primary server becomes unavailable, either through failure or through scheduled downtime.

Integration and federation

This feature shall support multiple, independent CCTV IP, Access control, Electric fence, Fire detection and intruder alarm security systems into a single virtual system. With this feature, users on the central Security Center system can view and control entities that belong to remote systems.

Security Decision Management System (SDMS) shall collaborate decision management system that provides organizations with new levels of situational intelligence, visualization, and complete incident management capabilities. It allows security personnel to make the right decision when faced with routine tasks or unanticipated situations by ensuring a timely flow of information.

Web API

The Web API is a suite of development tools with which our partners and customers can enhance their collaborative decision management systems by integrating additional software and custom functionality.

High availability

High availability is a design approach that enables a system to perform at a higher-than-normal operational level. This often involves failover and load balancing.

incident management

A Genetec Mission Control™ incident is an undesirable or unusual situation that needs investigation and resolution, or a routine, scheduled task that requires monitoring.

incident category

An incident category is an entity that represents a grouping of incident types that have similar characteristics.

Incident configuration

The *Incident configuration* task is an administration task that you can use to configure the incident types, the incident categories, and the support documents for Security Decision Management System (SDMS). You can also use this task to generate reports on the changes made to incident types.

Incident Manager

The Incident Manager is the central role that recognizes situational patterns, and triggers incidents in a Security Decision Management System (SDMS). This role manages the automation workflows and keeps track of all user activities that are related to incidents.

Incident monitoring

The *Incident monitoring* task is an operation task that you can use to monitor and respond to incidents. From this task, you can see the incidents displayed on a map, thus improving your situational awareness.

incident owner

The incident owner is the incident recipient who took ownership of the incident. Only the incident owner can take actions to resolve the incident. An incident can only have one owner at a time.

incident recipient

An incident recipient is a user or user group that the incident has been dispatched to. Incident recipients can see the incident in the *Incident monitoring* task.

Incident report

The *Incident report* task is an investigation task that you can use to search, review, and analyze Security Decision Management System (SDMS) incidents.

incident supervisor

An incident supervisor is a user who sees an incident in the *Incident monitoring* task because they supervise the incident recipients. Incident supervisors are not incident recipients themselves. A user cannot be both supervisor and recipient of the same incident.

incident trigger

An incident trigger is an event or a sequence of events that can trigger an incident. The Security Decision Management System (SDMS) Rules Engine looks for specific combinations of events (type, time, correlation, and frequency) to determine whether to trigger an incident.

incident type

An incident type entity represents a situation that requires specific actions to resolve it. The incident type entity can also be used to automate the incident detection in Security Decision Management System (SDMS) and to enforce the standard operating procedures that your security team must follow.

Monitoring

Monitoring task is an operation task that you can use to monitor and respond to real-time events that relate to selected entities. Using the *Monitoring* task, you can also monitor and respond to alarms.

profile

A profile in Security Decision Management System (SDMS) is an incident filter used to distribute active incidents among the operators who are currently logged on to the system. Profiles filter incidents by type and by occurrence location.

Rules Engine

The Rules Engine is the component of the Genetec Mission Control™ system that analyzes and correlates the events collected by Security Center, based on predefined rules. The Rules Engine uses these events to detect and trigger incidents in the Security Decision Management System (SDMS)

Directory failover and load balancing.

Directory and failover on separate standalone machines

Resource availability

Resources are not shared even in failover mode.

Fault resilience for the Directory

If the machine running the Directory goes offline, the system launches another instance of the Directory on another machine, with a short delay. This ensures continued operations with minimal disruptions.

Minimal downtime for rolling updates

Updates for your Windows system are available with minimal downtime for the Directory.

Drawbacks: Directory and failover on separate standalone machines

Medium maintenance

With this deployment architecture, there are three machines to monitor and maintain.

Complex deployment

You must install Security Decision Management System (SDMS) server on two machines, manually move the Directory to one machine and the Directory failover to the other machine.

Module of Security Decision Management System (SDMS)

For effective deployment, you must understand the roles of the multiple components of Security Decision Management System (SDMS)

Incident management through Security Decision Management System (SDMS) involves the following components:

Incident Manager role

- Installed as part of Control software.
- It runs all the incident business logic, managing incidents within the system.
- Can be deployed on any server or expansion server.
- Supports *failover* mode.

Main Directory

- Main supervisor service of all Security Decision Management System (SDMS) roles.
- Performs the following functions:
 - Authenticates users.
 - Manages entities.

- Maintains health monitoring stats of the various roles.
- Pushes events from all components to RabbitMQ for SDMS.
- Can be deployed on any Main server or expansion server.
- Supports failover mode.

RabbitMQ

- Third-party message broker allowing communications between the various components of SDMS.
- Acts as a buffer to prevent data loss if the Incident Manager role ever goes down.
- Serves as a load-leveling mechanism preventing high burst of events and data coming from the system that could cripple the Incident Manager role.
- Enables a replay of past events.
- It's the only component that supports *high availability*.
- **NOTE:** RabbitMQ doesn't support disaster recovery or installation between geographically distributed networks with high latency or poor link quality or deployments under cloud environments.

Document Service

- Component that enables attaching links or documents to incidents in the *Incident Monitoring* task.

SQL Server

- The default database used by the Incident Manager role to store data.
- Most SQL Server technologies support some form of clustering or mirroring.

Client tasks

- On installation, Mission Control is integrated into the Config Tool and Security Desk clients.

SDMS Web API

- A suite of development tools that can be used by developers to create applications that interact with SDMS.
- Secure access to incident data.
- Enables integration with other software systems.

Difference between high availability and failover

High availability

- System can maintain operations for a high percentage of time even when failures arise.
- Implies fault tolerance in this case. Fault tolerance is maintaining system operations without any downtime, despite machine or network failures.
- RabbitMQ and SQL Server are the only components of SDMS that support high availability.

NOTE: High availability depends largely on your system infrastructure.

Failover

- System incurs downtime when failures arise.

The downtime isn't significant as it's the time taken to detect an offline role and turn on another instance on another machine.

- Supports fault resilience. Fault resilience is the system's ability to detect failures and take appropriate actions to resume operations and bring back availability.

General Integrations

3.3.1 CCTV Integration

- Full integration of IP cameras (fixed/PTZ/thermal).
- Support for ONVIF, RTSP, H.264/H.265.

3.3.2 Access Control

- Support door controllers, card readers, biometrics.
- Real-time access/denial event logs.
- Automatic identity-video linkage.

3.3.3 Intrusion & Perimeter Security

- Integration with:
 - Electric fence energizers
 - Microwave barriers
 - PIR motion sensors
 - Vibration sensors

3.3.4 GIS Mapping

- Geo-location of assets & alarms.
- Hotspot mapping for vandalism.

System Availability Monitor (SAM)

Integrating Genetec System Availability Monitor (SAM) enhances the reliability, resilience, and operational visibility of the entire security system. This ensures that all cameras, servers, access control devices, and subsystems always function optimally.

SAM forms a core part of a modern, proactive, and intelligent security-infrastructure maintenance strategy and is therefore proposed as an essential component of this tender

As part of the proposed unified security management solution, we include the deployment and configuration of the System Availability Monitor (SAM). SAM is a critical component designed to ensure the continuous availability, reliability, and optimal performance of all servers, cameras, access-control units, and integrated security devices across the entire deployment.

This proposal outlines how SAM will be implemented, its value to system operation, and the technical benefits to the client.

System Availability Monitor (SAM) – Overview

The System Availability Monitor (SAM) shall monitor service that continuously tracks the health, status, and uptime of all system components within Genetec Security Center. SAM collects diagnostic information from servers and devices through lightweight monitoring agents and provides real-time visibility of system performance. By incorporating SAM into the project, the client shall gain a proactive monitoring capability that minimizes downtime, improves operational efficiency, and ensures consistent system performance.

SAM shall have the following Key Capabilities and Benefits

Real-Time System Health Monitoring

SAM continuously monitors all critical entities within the security ecosystem, including:

- Video servers and directory servers
- Workstations and client terminals
- IP cameras and encoders

- Access control panels and communication units
- Network switches and connected IoT security device.
- The system provides immediate visibility of online/offline status, degraded performance, and connectivity issues.

Proactive Error Detection and Alerts

In the event of a fault, outage, or degradation, SAM automatically generates alerts and notifications. This ensures early detection of potential failures, reducing system downtime and enabling faster response times by the support team.

Uptime Tracking & Performance Analytics

SAM compiles advanced reliability metrics including:

- System uptime percentage
- Mean Time Between Failures (MTBF)
- Mean Time to Recovery (MTTR)
- Device connection history
- Trends on recurring faults

These analytics support preventive maintenance planning and budget forecasting.

Centralized Monitoring for Multi-Site Operations

For organizations with several stations or remote facilities, SAM provides a consolidated dashboard showing the status of all sites in one interface.

This simplifies management and strengthens oversight across distributed operations.

Enhanced Support Under Genetec Advantage or Hikvision

As part of the Genetec Advantage support program, SAM enables:

- Continuous remote monitoring
- Faster issue diagnosis
- Timely software and firmware update recommendations
- Improved support response and reduced system outages

Network Performance Monitoring

Network monitoring tools help prevent outages and fix issues before they occur. Maintaining a congestion-free network ensures your systems remain operational. Network monitor software enables remote monitoring of IP-based devices, including network services, bandwidth utilization, switches, routers, and traffic flow. Identifying network faults and optimizing them and improve performance to desirable levels.

Network performance monitor parameters

- i. Availability
- ii. CPU and memory
- iii. Traffic
- iv. Errors and discards
- v. WAN performance

Availability

Device Manager Network software pings all monitored devices at defined monitoring intervals, and if any device is down or if the response time or packet loss is huge, it notifies you immediately by sending an email or text message.

CPU and memory

High CPU or memory usage on a physical server, virtual machine, or network device can considerably affect the performance of devices and, in turn, affect the end user. Device Manager, the advanced server performance monitoring software shall monitor devices using SNMP, WMI, Telnet, SSH, and VMware native API. With Device Manager as a network monitoring software, you can detect and troubleshoot CPU and server bottlenecks before they affect the end user. It shall also monitor important CPU metrics like utilization, speed, idle time, and processor time, and set

independent alarm thresholds for each monitored device.

Traffic

Network performance monitoring tools shall identify bandwidth hogs so you can optimize your network traffic before it affects your network. Take control of your network performance by monitoring, analyzing network bandwidth and traffic patterns with SNMP-based Device Manager traffic monitoring. You can view interface traffic, filter traffic by time interval, and view the last polled traffic value. .

Errors and discards

Depending on their memory, all network devices trash packets, which might have an impact on performance. Device Manager monitors and lessens packet loss from faults and discards.

WAN performance

Device Manager will monitor WAN connections, check WAN latency, and identify network traffic across your WAN network. This is to allocate resources accordingly to prioritize traffic and react proactively to any issues affecting your WAN network.

The Device Manager shall utilize Cisco's IP-SLA for monitoring the WAN, while Device Manager WAN Round Trip Time monitor provides details on WAN link latency, bandwidth utilization, the round-trip time, and other performance factors for completely diagnose and resolve poor WAN performance before you can think of upgrading WAN bandwidth capacity.

Multi-vendor performance monitors

Device Manager supports the most used devices in the market like Cisco, and Juniper.

Server Monitoring

Server monitoring is the process of monitoring a server's system resources like CPU Usage, Memory Consumption, I/O, Network, Disk Usage, Process etc. Server Monitoring metrics also helps in capacity planning by understanding the server's system resource usage.

The **server monitoring tool** shall help in automating the process of server monitoring. The tool shall identify other performance related issues like resource utilization, app downtime and response time.

Device Manager Server performance monitoring

Device Manager provides multi-vendor support to monitor network, server and all their critical applications continuously along with their services and processes. It periodically monitors servers via SNMP and WMI protocols to ensure that they are up and running at their optimum performance level, 24x7. It stores all the data for historical performance tracking and troubleshooting, thus eliminating the need for multiple server monitoring tool.

Real-time-server performance monitor dashboard

Device Manager, the trusted server performance monitor, shall monitor features such as CPU monitoring, memory monitoring, Disk monitoring up to a minute interval. The performance metrics listed below will be monitored.

- i. CPU Utilization
- ii. Memory Utilization
- iii. Process Monitoring
- iv. Services Monitoring
- v. Windows Services Monitoring
- vi. Event Log Monitoring
- vii. File/Folders Monitoring
- viii. Script Monitoring
- ix. URL Monitoring

Monitoring server availability and health

The Device Management software shall have features such as server availability monitoring and more than 300 performance metrics such as page read/write, processor queue length, free physical memory, disk I/O, process queue length through SNMP and WMI protocols. The software should be able to monitor critical performance metrics every minute and detect performance issue at its early stage by

using powerful features like server monitoring dashboards. Apart from the default monitors, the manager shall also create your own custom monitors using server monitoring dashboard template. All the collected data of the server performance metrics are stored in the database for detailed analysis and for creating monthly and yearly performance reports.

Proactive server monitoring with multi-level thresholds

The device management **Server monitor** should identify any performance related issue at the early stages and notify the Security systems Technical Team. The program will use several criteria to monitor servers proactively. It enables you to monitor performance at different levels and send out notifications to make sure your server is operational around-the-clock.

Web server monitoring and application performance

Device Management software shall detect attempted security break-ins over your application servers (login failures due to bad passwords, account lockouts, failed attempts to access secure files

Fault Monitoring

This module shall be able to Identify, locate and prevent network faults proactively with Device Management software.

The swift fault monitoring system

The Device Management fault monitoring software shall constantly monitor faults in the network devices by network monitoring and simplifies the process of network alert management.

Gain visibility into network faults with event-alarm correlation

Device Manager fault monitoring performs intelligent event processing in the case of network monitoring alerts. It correlates raw network events, filters unwanted events, and presents only meaningful alarms to the operator. It supports color-coded alarms which are presented in a user-friendly format. You can view the event history associated with an alarm and manually clear or delete alarms.

GENERAL SPECIFICATION

This Section defines the General Technical Specifications applicable to the equipment and works specified in this document.

Proven Equipment

The equipment which will be supplied and installed at Customer sites must be fully tested and proven in operation under severe weather conditions that exist or are expected to happen at the location of installation.

Environmental Conditions

The equipment which will be supplied and installed at Customer sites must be designed for successful operation at the following conditions

Indoor Equipment

- i. Operating temperature: 5° - 50°C
- ii. Storage Temperature: 0° - 70°C
- iii. Humidity: 90% (non - condensing)

Control Room Environment

- i. Operating temperature: 5° - 35°c
- ii. Humidity: 60% (noncondensing)

Outdoor Equipment

- i. Operating temperature: 0° - 70°c
- ii. Humidity: 100% (noncondensing)

Electricity

- i. The main power supply provided by the Customer will be 240 VAC with maximal deviation of $\pm 10\%$, nominal frequency of 50 Hz with maximal deviation of $\pm 10\%$.
- ii. The KPLC shall provide the power at the Electrical Main Boards. The Contractor shall supply and install the required power cabling from the Electrical Main Boards to the location (indoor and outdoor) of his equipment.
- iii. The Contractor shall supply all "low voltage" power supplies (240V to 12/24 V) and power cables required for his equipment..
- iv. The equipment supplied by the Contractor shall be compatible with the power supply provided by the Customer. Should the supplied equipment require dedicated power supplies or transformers for its operation, they will be included as integral part of such equipment offered prices.
- v. The Contractor must take into consideration that at the location of equipment installation there is a large number of interruptions in power supply and power failures. The system to be supplied by the Contractor must be protected against such cases and be equipped with full UPS system to avoid any interruption of its operation

Uninterruptible Power Supply (UPS)

- i. Every element of ISS must be electrically backed up by an UPS system that shall provide continuous and un-interruptible operation to ISS equipment or a minimal period of 8 hours.
- ii. The required UPS system must include voltage stabilizer, adapted to the instability of the local voltage, The Contractor shall gather the existing patterns of behavior of the local 220V power supply and resolve the problem by using proper voltage stabilizers
- iii. The UPS systems shall allow report of system's failures to the SMS and filtering of the mains transients, spikes and surges.

Equipment Protection

- i. The Contractor shall provide for the supplied equipment satisfactory protection against lightening, (intensity and frequency), which exist at all the locations where Contractor's equipment will be installed.
- ii. The systems shall be protected against lightning induced power surges according to the relevant Kenya Bureau of Standards Code of Practice or its equivalent.
- iii. All metal frames of the consoles of the system shall be effectively grounded and all their mono-phase power supplies shall be protected by surge arrestors.
- iv. Signal circuits (where applicable) shall be protected by a combination of gas discharge devices, arrestors and Zener diodes. The multi-stage surge arrestor specially designed for this purpose shall be suitable for signaling protocols and must have at least 10 kA of surge arresting capacity.
- v. The contractor will take into account that some of the equipment will be installed in Substation facilities therefore must be adopted to high voltage environment (EMI / RFI protection), using

fiber optics instead of CAT 7 cables, using grounded housing and suitable equipment for the environment.

Reliability and Maintainability

- i. The equipment which will be supplied and installed at Customer sites must operate with, at least, the following conditions for reliability and maintainability:
 - a) MTBF (for the entire system failure) – More than 4000 hours.
 - b) MTBF (single item) – More than 10,000 hours.
 - c) MTBF (for thermal equipment) – More than 4000 hours
 - d) MTBF for IR cameras should be calculated separately for more than 5000 hours.
 - e) MTTR – Lower than 2 hours (not including logistic time)
- ii. The System shall function properly during at least 10 years with no degradation of performance, provided proper maintenance, and manufacturer's guidance.
- iii. All the elements of each subsystem shall be inter-changeable.
- iv. Plug-in elements can be removed and installed without switching off of the mains power.

Quality of Materials

- i. All the materials to be provided under this Technical Specifications shall be new, of the best quality and of the most suited class for operation under the specified conditions like withstanding variations in temperature and other atmospheric conditions, likely to be encountered at the installed sites.
- ii. Materials shall not in any way be of lower quality than the specified in the requirements of the latest relevant Standards.
- iii. Items that are not mentioned in the specification or shown in the drawings, but are required by the relevant standard specification, by Codes of Practice or by Local Codes governing the requirements of the installation, then the Contractor shall provide and install such items as part of his works.
- iv. Where materials and fittings are specified to be 'approved', samples shall be submitted for approval as soon as possible after notification of acceptance of the Contractor's bid and before any supply of orders or bulk delivery to the site. All approved samples will indicate the standard to be maintained in the execution of Works and shall be marked accordingly and retained by KPLC until the completion of Works. In case of rejection, further samples shall be submitted until duly approved. KPLC may reject any materials or workmanship which in its opinion does not comply with the approved standard. All submitted samples shall be free of charge.
- v. All the equipment supplied under this Contract shall conform to the best current engineering practices and
- vi. All the equipment supplied under this contract must fulfill the following requirement/design criteria:
 - a) Comply with the electricity conditions on the sites of installations

- b) Comply with environmental conditions on the sites of installations
- c) Fully protected against corrosion resulting from the salted environment condition at the proximity of the ocean
- d) Fully protected against lightning strikes and the consequent electric surge arresting
- e) Where necessary, stainless steel, brass or gun metal should be used in the construction of mechanisms to prevent sticking caused by rust or corrosion.
- f) All similar parts must be interchangeable
- g) All the components of the system must operate smoothly, without vibration and at the lowest possible level of noise.
- h) Assure minimized risk for causing fire and of damage resulting from the fire
- i) Prevent access from vermin, from dust and accidental contact with live parts.

Design and Standardization

- i. The design of the system shall ensure satisfactory plant operation, continuity of supply, safety in operation and comfortable maintenance; repairs and inspection are of primary consideration.
- ii. All mechanisms shall be of robust design to handle heavy duty tasks. Where necessary, components shall be made stainless steel, brass or gunmetal to prevent sticking caused by rust or corrosion.
- iii. Electrical contacts shall be of large cross-section and surface area to carry continuously the specified currents without overheating any electrical components where necessary contact surfaces shall be silvered for improved conductivity. Connections shall be properly secured using bolt or set screws and provided with lock nuts or lock washers. Lock nuts shall be used on all conducting connections. Any other proposed methods of securing connections shall be subjected to the approval of the Customer.
- iv. Nuts, bolts, studs, washers etc. shall be of standard metric sizes and sizable dimensions. Material used for nuts, bolts, studs, washers etc. shall have proper electric conductivity, mechanical strength and rusting and corrosion resistant.
- v. Cast iron is specifically excluded for any part of the site under mechanical stress.
- vi. All pipes and flanges shall comply to specified Standards regarding dimensions and cross section, unless otherwise approved by KPLC
- vii. All metallic surfaces of articulations of moving, or of rubbing parts shall be machined or ground.
- viii. The design of the system shall prevent exposure to the risk or short circuits between phases or phase to earth resulting from vermin or any other contamination.
- ix. The design of the system shall ensure total and easy interchangeability of spare parts involving a minimal number of components. System spares shall be made to gauge and must be interchangeable without any further adaptation.

General Mechanical Requirements

- i. All outdoor equipment shall comply, at least, with the IP66 Standard
- ii. Galvanizing for all components other than steel wires shall consist of a thickness of zinc coating specified in the relevant National Standards and shall be done by hot dipped process. Zinc coating shall be smooth, clean and of uniform thickness, free from any defects. The processes of surface preparation and galvanization shall not in any way adversely affect the mechanical properties of any coated material.
- iii. Drilling, punching, cutting and bending parts shall be completed and burrs removed before galvanizing. Shredding or other similar process shall not be used unless otherwise specifically approved. Surfaces in contact with oil shall not be galvanized.
- iv. Before painting all no galvanized surfaces shall be thoroughly cleaned from grease, rust, scale, moisture, etc. and rough surfaces of castings shall be filled.
- v. Interior surfaces of mechanism chambers or kiosks, with the exception of those with anti-corrosion treatment shall be painted applying at least three coats of paint, the final coat consisting of an anti-condensation mixture.
- vi. On exterior surfaces, except nuts, bolts and washers that would be removed during maintenance, one coat of zinc chromate primer, two coats of phenolic-alkyd resin type undercoating, and a final coat of paint, shall be applied to the clean and dry surface.
- vii. The Customer will approve the colors of the final layers of paint.
- viii. Aluminum alloys shall be of approved composition. The Contractor shall submit certificates of analysis if required by KPLC.

Labeling and Tagging

- i. All equipment shall be supplied with proper labels indicating the purpose of the different components. "ON" and "OFF" positions of all switches, "Service", "Test" and "Isolated" positions of withdrawal circuit breakers, phase marking, circuit breakers, relays and instrument functions etc. shall be clearly labeled in a manner approved by KPLC.
- ii. Labels shall be of an approved material to ensure permanence of the lettering. Sizes of labels and lettering shall ensure clarity. Lettering shall be of a contrasting color to the color of label background. "Danger" plates shall be in red lettering on a white background. (Labeling for all cables/cable support system is required).

Raceway Infrastructure

- i. The electronic equipment at operational and technical centers shall be connected by cable trays and conduits with segregated space allocated for the different subsystems.
- ii. The Contractor shall provide and install conduits to the individual field devices, as required. The location of the conduit to the field devices shall be field routed by the Contractor and have to coexist with other installed equipment. The Contractor shall provide and install all systems, cable trunks, conduits, conduit fittings, communication system outlet boxes and structural penetrations and penetration scales, to provide a complete raceway system.

- iii. All required infrastructures materials and works are listed in the Bill of Materials but shall be quotes as "lump sum" and not paid by meters length. During the site visit, the Contractor shall be required to gather all required data for estimating of the required materials and works quantities.

Cables

- i. All cables provided by the Contractor shall comply with subsystems manufacturers' requirements and specifications.
- ii. The Contractor shall install cables only in the allocated tray or conduit. Cable trays may be used by other systems and all space allocation shall be coordinated with the Customer.
- iii. Wherever applicable, the following types of cables will be used in the system:
 - a) Data cables, STP Category 6.
 - b) Signal cables, untwisted or twisted pairs.
 - c) Coaxial video cables, RG-59, RG-11.
 - d) Fiber Optic cables, Single and Multimode.
 - e) Power cables.
- i. All cables will be according to subsystems manufacturers' requirements and the specifications in this document.
- ii. Color coding – cables color coding shall be in accordance with the applicable standards.

Servers and High Availability Array

General

- i. The Management system described in this document contains several subsystems such as Access Control subsystem, CCTV subsystem, PIDS subsystem etc. each one of those subsystems has dedicated server software responsible for managing the subsystem components and integrating it into the SMS software.
- ii. The integration of the subsystems is implemented via the subsystems servers and in such a high security environment it is needed to have a high availability (HA) configuration for all system servers.
- iii. In order to implement the HA environment, the contractor is required to establish physical (Servers and Storage devices) to be set at the Stima Plaza, Mombasa and Nakuru equipment rooms.
- iv. The contractor shall be fully responsible for assuring that all subsystems proposed by him under his proposal will have a suitable architecture for operating under the virtual environment described in this chapter.
- v. In addition the contractor will assure that under his design there will not be any critical single points of failure causing a failure of entire subsystem.

High Availability Server environment Architecture ***Physical Architecture***

- a) The HA environment Physical Server's array will include the following components:
 - i. Two (3) separated physical servers (from a leading manufacturer such as IBM or Dell)
 - ii. External storage device supporting two independent controllers
- b) Each one of the servers will be separately connected to the storage via optical connection or iSCSI connection.
- c) The Three servers will be internally connected with each other via dedicated network connection.
- d) The following scheme describes the physical server's connection:

Specifications of Servers and High Availability Array

General

- a) The contractor shall be fully responsible for the design of the HA array including the hardware, software and configuration in order to comply with all requirements for availability and performance described in this document.
- b) In order for the contractor to define the hardware requirement for this array, the contractor shall take into account the following points:
 - i. Performance requirements described in this chapter and in other parts of the document must be met or exceeded by the designed system.
 - ii. The contractor should calculate the expected load for the system under the assumption that all subsystem will work under full load (as was calculated by the contractor) at the same time.
 - iii. The contractor should take into account at least 30% additional spare load as result of future growth without the need to upgrade the existing configuration.
- c) The following technical specifications for servers and storage described under this chapter are only a recommendation and should be treated as minimal specs; the full responsibility for selecting the correct hardware is on the contractor. System performance will be fully tested. Claims for down performance of the subsystems due to server array capabilities will not be accepted.

Server specs

- a) The servers will be of a well-known brand such as IBM, Dell or HP
- b) The servers will support at least the following specs:
 - i. Dual-socket 2U rack server 12LFF
 - 2 x Intel Xeon Gold 5416S 16Core Processor
 - 64GB RDIMM DDR5 RAM(2 X 32GB)
 - Broadcom 5720 Dual Port 1Gb On-Board LOM
 - Broadcom 1GbE 4Port Adapter
 - Dell Dual Port Broadcom 57416 10Gb Base-T, PCIe Adapter Full Height
 - iDRAC9, Enterprise 16G / PERC H755 Controller, Front

- Dual, Hot-plug, Power Supply Redundant (1+1), 700W, Mixed Mode, NAF ReadyRails Sliding Rails Without Cable Management Arm
3Years Prosupport"
- ii. 6 PCs Seagate Exos X 24 24TB Enterprise Internal Hard Drive - SATA 6Gb/s, 3.5", 7200 rpm

Pre-installed server software's

- i. MS SQL Server 2022 Standard Edition
- ii. VM Production Support VMware vCenter Server 8 Standard for vSphere 8 P-SSS-C)
- iii. Latest windows server for each machine.

Remote Access and Management

- i. The proposed HA array and virtual environment shall include tools for Remote Access and Management.
- ii. The tools for Remote Access and Management shall allow system administrators to remotely monitor, configure and manage all parts of the proposed solution as if they were sitting in front of the equipment.
- iii. The proposed Remote Access and Management tools shall be integrated with the contractor supplied firewall hardware and software solution allowing users with sufficient permission to access the IT resources from any point in the KPLC WAN as well as from the outside of the organization (depending on KPLC policy for remote access).
- iv. The Remote Access and Management tools shall support actions such as:
 - a) Restarting virtual machines
 - b) Monitoring CPU and other server and IT equipment performance key factors.
 - c) Managing windows configuration for each server (both virtual servers and actual machines.
 - d) Managing DB tools
 - e) Monitoring and configuring any other subsystems installed on the servers.
 - f) Monitoring the Firewall performance.
 - g) Monitoring network performance and allowing network configuration.
 - h) Starting or shutting down any individual service
- v. The Remote Access and management tools will be supplied as part of the Device managements Software with no extra cost.

TECHNICAL EQUIPMENT SPECIFICATION

SERVERS AND COMPUTERS

DIRECTORY SERVER (PRIMARY/ FAILOVER)

Feature	Technical Specification (Minimum Requirements)	Bidder's Compliance (Yes/No)
Processor	Dual (2) Intel Xeon Scalable Processors, 5th Gen or better; minimum 24 cores per CPU	
Memory (RAM)	Minimum 256GB DDR5 ECC RDIMM, scalable up to 2TB	
Memory Slots	Minimum 32 DIMM slots	
Storage Bays	Minimum 8 × 2.5" hot-swap SAS/SATA/NVMe drive bays	
Storage Configuration	Minimum 2 × 1.92TB SSD (OS), RAID 0/1/5/6/10/50 support	
RAID Controller	Hardware RAID Controller with 4GB cache or higher (e.g., PERC H755 or equivalent)	
Networking	Minimum 4 × 10GbE SFP+ ports; 1 × 1GbE management port	
PCIe Slots	Minimum 4 × PCIe Gen5 expansion slots	
Power Supply	Dual redundant hot-plug PSU, 1400W or higher	
Cooling	Hot-swappable redundant cooling fans	
Management Controller	Dell iDRAC9 Enterprise or equivalent remote management interface	
Security Features	TPM 2.0, Secure Boot, System Lockdown, Firmware Integrity Monitoring	
Operating System Support	Compatible with Windows Server, Linux (RedHat/Ubuntu), VMware	
Form Factor	2U Rack-mountable	
Rail Kit	Sliding rack rails with cable management arm	
Warranty	Minimum 3-year Next Business Day Onsite Support	
Certifications	ISO 9001, ISO 27001, Energy Star, CE, UL or equivalent	

Security Decision Management System (SDMS) Server Nodes ***Network attached storage SAN***

Feature	Technical Specification	Bidder's Response
NETWORK-BASED BACK-UP STORAGE		
General/Physical description	<ul style="list-style-type: none"> 4U network attached storage with and preloaded with video and access control movement application complete with licensing Shall be scale-out network attached storage (NAS) that scales with server-side load balancing and expandable storage Up to 3000 Mbps per 4U chassis Storage up to 1600 TB and at least 1000TB usable 	
Storage Architecture	Networked Based storage system using L.A.I.D(Linear Array of Idle Disks) or equivalent RAID technology and S.F.S.(Sequential Disk Filing System) technology for high disk reliability, extended lifetime, Long file retention and simple system management.	
Power consumption	Low power consumption operating at 180-264 VAC) with automatic sensing. Hot-swap PSU rated not more than 1100W To protect disk failure due to high temperatures Availability of Software-controlled temperature fans. 4x 1100W (1 per node, 4 per chassis)	
Disk Management	MUST use any make, model and capacity of 3.5" SATA disk drives including any mix of drives and MUST allow	

	<p>use of high capacity disks.</p> <p>Allow Disks to be added “on the fly” shall automatically be incorporated into the Array.</p> <p>Must allow specific identification of time spans in the physical location</p> <p>Shall allow disks to be extracted at any time.</p> <p>Disk Status shall be displayed through the disk status LEDs indicating writing, selection, fault and removal readiness etc.</p> <p>Allow for both mirrored overlapping-pair mode, As well as operate in full mirrored pair mode if desired</p>	
Integration	<p>Must integrate DIRECTLY and seamlessly with other Video Management System (VMS) like Genetec, Hikvision Aricont Vision, ACTI, Bosch and others.</p> <p>Must provide a comprehensive SDK for VMS manufacturers who wish to develop support for the storage.</p>	
Configurations and Management	<p>simple to configure, manage and monitor through universal site configuration tool,</p> <p>Windows application allowing automatic device discovery, configuration of settings, analysis of disks and a basic level of diagnostics</p>	
Interface	Dual Gigabit Ethernet	
Disk Capacity	104TB (16TBX7x3.5” Disk array.) mirrored overlapping-pair mode and full mirroring.	
Alarms input and Alarm relays	<p>Inputs:Atleast 4 software configurable inputs e.g. disk fail, disk inserted, disk extracted, etc.</p> <p>Relays: atleast 4 software configurable e.g. UPS active, power down, etc.</p>	
OS	Embedded Linux on solid state memory or equivalent or OneFS	
scalability	Provide unlimited scalability with throughput of 3000 Mbit/sec	

STORAGE ARRAYS
MAINTENANCE LAPTOP
WORKSTATIONS

NETWORK SWITCH
CORE SWITCHES

General Specification

- **Up to 1TB of stacking bandwidth:** With Stackwise-1T
- **Flexible and dense uplink offerings** with 100G, 40G, 25G, Multigigabit, 10G, and 1G modular uplinks.
- **Multigigabit Ports:** With standalone and Stackwise-1T, enable 48 mGig ports in standalone and 448 mGig ports with an 8-member stack.
- **90W UPOE+ Density:** OT/IT needs with up to 48 ports of 90W UPOE+ for standalone or 384 ports of 90W UPOE+ with an 8-member stack.
- • **100G IPsec in hardware:** With the UADP 2.0Sec ASIC,
- • **Secure Tunnel connectivity:** enables secure connections to Secure Internet Gateway, Cloud Service Providers and Site to Site connectivity using IPsec tunnel with AES-256 Encryption and speeds up to 100G.

Category	Features
Highlights	<ul style="list-style-type: none"> • Layer-3 • 40G or 10G modular uplink options on all models • mGig support • Dual Dedicated 120G Hardware Stacking Ports • UPOE (60W per port) & IEEE 802.3bt type3 • StackPower in a ring topology supporting up to 4 switches • Netflow version 10 (IPFIX) and Encrypted Traffic Analytics • Micro-Segmentation via Adaptive Policy (Security Group Tags)
Management	<ul style="list-style-type: none"> • Managed via Cisco Meraki Dashboard • Zero-touch remote provisioning (no staging needed) • Basic configuration capability via local management page • Detailed historical per-port and per-client usage statistics • Operating System, device, and hostname fingerprinting • Automatic firmware upgrades with scheduling control • SNMP and SYSLOG support for integration with other network management solutions
Remote Diagnostics	<ul style="list-style-type: none"> • Email, SMS and Mobile push notification alerts • Ping, traceroute, cable testing, and link failure detection with alerting • Remote packet capture • Dynamic and interactive network discovery and topology • Combined event and configuration change logs with instant search • Netflow v10 Exporting
Stacking	<ul style="list-style-type: none"> • Physically stack up to 8 switches with 480 Gbps of stacking bandwidth on all models • Virtual stacking supports thousands of switch ports in a single logical stack for unified management, monitoring, and configuration • Faster convergence • StackPower in a ring topology supporting upto 4 switches
Ethernet Switching Capabilities	<ul style="list-style-type: none"> • 802.1p Quality of Service, 8 queues (w/ 6 configurable for DSCP-to-CoS mapping) • 802.1Q VLAN and trunking support for up to 4,094 VLANs (1000 active VLANs with STP enabled) • Single Instance of 802.1s Multiple Spanning Tree Protocol (interoperable with RSTP, STP, PVST, RPVST) • STP Enhancements: BPDU guard, Root guard, Loop guard, UDLD • Broadcast storm control • 802.1ab Link Layer Discovery Protocol (LLDP) and Cisco Discovery Protocol (CDP) • 802.3ad Link aggregation with up to 8 ports per aggregate, Multichassis aggregates supported on stacked switches • Port mirroring

	<ul style="list-style-type: none"> • IGMP snooping for multicast filtering • MAC Forwarding Entries: 32K
Layer 3	<ul style="list-style-type: none"> • Static routing, OSPFv2 • Multicast routing (PIM-ASM) • Warm Spare (VRRP) * • DHCP Server, DHCP Relay
SECURITY	<ul style="list-style-type: none"> • INTEGRATED MULTI-FACTOR AUTHENTICATION FOR DASHBOARD MANAGEMENT • ROLE-BASED ACCESS CONTROL (RBAC) WITH GRANULAR DEVICE AND CONFIGURATION CONTROL • CORPORATE WIDE PASSWORD POLICY ENFORCEMENT • IEEE 802.1X RADIUS AND MAB, HYBRID AUTHENTICATION AND RADIUS SERVER TESTING • SINGLE-HOST/MULTI-DOMAIN/MULTI-HOST/MULTI AUTHENTICATION • PORT SECURITY: STICKY MAC, MAC ALLOW LISTS * • DHCP SNOOPING, DETECTION AND BLOCKING, DYNAMIC ARP INSPECTION • IPV4 AND IPV6 ACLS • ADAPTIVE POLICY

MAIN SWITCHES

LOCAL SWITCH

Feature	Technical Specification (Minimum Requirements)	Bidder's Compliance (Yes/No)
Product Model	Cisco Catalyst C1300 Series or equivalent Switch or equivalent enterprise-grade Layer 3 switch	
Switching Capacity	Minimum 176 Gbps switching capacity	
Forwarding Rate	Minimum 130 Mpps	
Ports	24 × 1G copper ports or 48 × 1G copper ports depending on model	
Uplinks	Minimum 4 × 10G SFP+ uplink ports	
PoE/PoE+	PoE+ support with minimum 370W PoE budget (if PoE model)	
Fans and Cooling	Redundant variable-speed fans for efficient cooling	
MAC Address Table	Minimum 16,000 MAC addresses	
VLAN Support	Minimum 4096 VLANs	

Layer 3 Features	Static routing, RIP, OSPF, EIGRP, PBR, and IPv6 routing	
Stacking Capability	Support for switch stacking with a minimum of 4 units	
Security Features	802.1X, DHCP Snooping, Dynamic ARP Inspection, Port Security, MACsec optional	
QoS Features	Advanced QoS with traffic shaping, policing, and classification	
Management	Cisco DNA Center support, Web UI, CLI, SNMP v1/v2c/v3	
Power Supply	Internal AC power supply; optional redundant PSU support	
Operating Temperature	0°C to 45°C	
Form Factor	1U rack-mountable	
Mounting Accessories	Rack-mount kit and power cables included	
Warranty	Minimum 3-year manufacturer's warranty	
Certifications	CE, RoHS, UL, Energy Star or equivalent	

OUTDOOR LOCAL SWITCH

DOUBLE CONVERSION UNINTERRUPTED POWER SUPPLY SYSTEMS 1.5KVA,3KVA, 6KVA, 10KVA, DOUBLE CONVERSION UPS SPECIFICATIONS

Note that for

1.5KVA,3KVA, 6KVA, 10KVA, DOUBLE CONVERSION

No.	Parameter	Requirement	Bidders Compliance
1.	Nominal capacity (kVA) / Power (kW) per module	10kVA 6 kVA 3 kVA	
1.1	UPS type	On-line double conversion UPS	
1.2	Parallel operations	Parallel redundant configuration maximizing the availability	
1.3	Design	Rack/Tower convertible design	
2.	Input		
2.1	Nominal voltage	230VAC 1-phase	
2.2	Voltage range	160 to 280 Vac	
2.3	Frequency and range	50 Hz, 45 to 65 Hz	
2.4	Input Power Factor	>0.99	
2.5	Current THD	< 5% (at 100% non-linear load)	
3.	Output		
3.1	Nominal voltage	230VAC \pm 2% with pure sine wave	
3.2	Frequency	50Hz	
3.3	Harmonic distortion	< 2% (linear load) / < 5% (non-linear load)	
3.4	Crest factor	3:1	
3.5	Efficiency	ECO-mode \geq 98% / Normal mode \geq 90%	
3.6	Mode of operation	On-line double conversion	
4.	Battery		
4.1	Autonomy time internal battery (min.)	50% load (> 15mins) 100% load (> 5mins)	
4.2	Additional backup time	Allow for external battery cabinet	

4.3	Charging Parameters	Built in super smart charger, shorten 50% of charging time	
5.	Protection		
5.1	Input / Output	Overload, Overheating, Short Circuit, Battery Low, Noise and Spike Suppression	
5.2	Overload AC-Mode	104% continuous, 150% for 160 seconds, >150% transfer to bypass	
5.3	Overload Battery Mode	$\leq 110\%$ - 30sec / $\leq 125\%$ - 1sec / $\leq 150\%$ - 200msec	
5.4	Overload Bypass Mode	Input Breaker 60A	
6.	Alarms - Indication		
6.1	Audible alarm	Beeping sound for Line Failure, Battery Low, Bypass - Overload Status, Fault Status	
6.2	LED-Alarm	Line - Backup - Eco Mode, Bypass, Battery Low/Bad/Disconnect, Overload, Fault	
6.3	LCD-Display	Big touchscreen display 5"	
7.	Bypass		
7.1	Type	Internal static (automatic) and manual bypass / External bypass optional	
7.2	Bypass voltage range	Max. Voltage: +15 % (optional +5/10/25%) / Min. voltage: -45% (optional -20/30%) Frequency protection range: $\pm 10\%$	
8.	Standards		
8.1	Quality assurance, environment, health and safety	Quality assurance, environment, health and safety	
8.2	Safety	IEC/EN 62040-1	
8.3	EMC	IEC/EN 62040-2	
8.4	Marking	CE	
8.5	Protection class	IP20	
9.	Environment		
9.1	Temperature	Working temperature: 0 - 40°C / Storage temperature: -25 - 55°C	
9.2	Humidity / Altitude	0-95% non-condensing / < 2000m	
9.3	Audible noise at 1m	<50dB / 1m according to EN62040-2	
10.	Interface		
10.1	In the cabinet	RS232 / RS485 / 2 free slots / dry contacts / EPO - software included	
10.2	In the module	RS232, USB, Ethernet	
10.3	Networking	SNMP-Adapter	
10.4	Battery capacity	UPS system shall provide BackUP power for four (4) hours	

42 U CABINET

- **Rack Units:** 42U
- **Material:** High-quality cold-rolled steel construction
- **Finish:** Corrosion-resistant powder coating for enhanced durability
- **Protection Rating:** IP20-rated for protection against solid objects larger than 12mm
- **Cooling System:**
 - Built-in active ventilation fans for efficient cooling
 - Louvered vents for passive airflow
 - Compatibility with additional cooling solutions, such as air conditioning units
- **Doors:**
 - Lockable front and rear doors with weatherproof gaskets
 - 3-point locking mechanism for improved security
 - Tempered glass front door for visibility of equipment
- **Mounting:**
 - Standard 19-inch adjustable mounting rails
 - Front and rear rails with adjustable depth to accommodate various equipment sizes
- **Cable Management:**
 - Multiple cable entry points at the top and bottom for versatile routing
 - Sealable grommets to prevent dust and moisture ingress
 - Cable management clips and trays for organized cabling
- **Load Capacity:** Supports up to 1000 kg (load capacity may vary by configuration)
- **Temperature Management:**
 - Thermostat-controlled fans for automatic cooling adjustment
 - Optional heating solutions for cold environments
- **Security Features:**
 - Lockable doors with anti-vandal design
 - Optional alarm systems and access control features for enhanced protection
- **Grounding:** Integrated grounding strip for safe electrical management

LCD MONITORS 42/43 INCHES

Feature	Technical Specification	Bidder's Response
Display		
Screen Size	42/43 inch	
Active Display Area	950.896 (H) mm × 529.254 (V) mm	
Resolution	1920 × 1080 @60 Hz	
Backlight	D-LED	
Pixel Pitch	0.49005 (H) × 0.49005 (V) mm	
Brightness	300 cd/m2	
Viewing Angle	178° / 178°	
Color Depth	8 bit	
Contrast Ratio	4000:01:00	
Response Time	6.5 ms (typ)	
Refresh Rate	60 Hz	
Haze	25%	
Color Gamut	72% NTSC	
Reliability	7 * 24H	
Interface		
Video & Audio Input	VGA × 1, HDMI 1.4 × 1	

Video & Audio Output	LINE OUT × 1, Speaker OUT × 2 (8Ω 10W)	
Data Transmission Interface	USB2.0 × 1	
Control Interface		
Power		
Power Supply	100~240 VAC, 50/60Hz, 1.0 A Max	
Power Consumption	≤80W	
Standby Consumption	≤ 0.5 W	
Working Environment		
Working Temperature	0 °C to 50 °C (41 °F to 104 °F)	
Working Humidity	20% to 90% RH (Non-Condensing)	
Storage Temperature	-20 °C to 60 °C (14 °F to 140 °F)	
Storage Humidity	5% to 90% RH (Non-Condensing)	

NETWORK MEDIA CONVERTORS

Feature	Technical Specification	Bidder's Response
General		
Shell	Metal	
Operating Temperature	-20 °C to 60 °C (-4 °F to 140 °F)	
Storage Temperature	-40 °C to 85 °C (-40 °F to 185 °F)	
Operating Humidity	5% to 95% (no condensation)	
Relative Humidity	5% to 95% (no condensation)	
Power Supply	5 V DC, 0.6 A	
Max. Power Consumption	3 W	
Power Consumption in Idle	1.5 W	
Installation Mode	Desk-Mounted	
Surge Protection	4 kV	
Network Parameters		
Ports	1 x 10/100/1000 Mbps RJ45 port and 1 x 1000 Mbps SC fiber optical port	
Switching Capacity	4 Gbps	
Packet Forwarding Rate	2.98 Mpps	
Optical Module Parameters		
Optical Interface	SC	
Fiber Type	Single-mode bidirectional fiber	
Transmission Distance	20 km	
Wavelength	Tx1310 nm/Rx1550 nm	
Transmit Power	-9 dBm~-3 dBm	
Receiver Sensitivity	≤ -24 dB	

CORE NETWORK SWITCH

Feature	Technical Specification	Bidder's Response
Port Number	24 Gigabit electrical ports and 6 10 Gigabit SFP+ optical port	
Forwarding Mode	Store-and-forward switching	
MAC Address Table	32 K	
Switching Capacity	Whole-Device Performance:168 Gbps	
	Port Performance:168 Gbps	
Packet Forwarding Rate	Whole-Device Performance:124.99 Mpps	
	Port Performance:124.99 Mpps	
Device Maintenance	Support Console, Telnet, SSH	
	Support web, http,https	
	Support FTP, TFTP, Xmodem, SFTP	
	Support SNMP V1/V2c/V3	
	Support RMON	
	Support NTP	
Reliability	Support STP/RSTP/MSTP	
	Support EAPS/MEAPS	
	Support MRD-Ring	
	Support ERPS	
	Support VRRP	
	Support BFD for OSPF	
	Support BFD for BGP	
VLAN	Support IEEE 802.1Q (VLAN), 4096 VLAN IDs	
	Support GVRP	
	Support QinQ	
	Support VLAN based on MAC/ protocol /IP subnet / policy / port	
	Support Private VLAN	
	Support 1:1 and N:1 VLAN Mapping functions	
Port Mirroring	Support local and remote port mirroring	
	Support N:4 port mirroring	
	Support flow mirroring	
	Support MAC mirroring	
Routing	Support Static routing, RIP, OSPF,BGP,MPLS	
	Support IPv4/IPv6 ECMP	
	Support VRRP, VRRP v3	
	Support IPv4/IPv6 Policy-based routing	
	Support IPv4/IPv6 Routing policy	
	Support IPv4/IPv6 dual stack	
	Support IPv6 static routing, RIPng, OSPFv3	
QoS	Support Diff-Serv QoS	
	Support 802.1p/DSCP priority mapping	
	Support Queue scheduling including SP, WRR, WFQ, SP+WRR, SP+WFQ	
	Support Priority marking and remarking	
	Support Traffic shaping	
	Support Congestion avoidance, Tail-Drop and WRED	
	Support 802.1p, TOS, DSCP, and EXP priority mapping	
	Support Port/Flow- based Rate Limiting	
Multicast	Support IGMP v1/v2/v3 Snooping	
	Support IGMP V1/V2/V3	

	Support MLD Snooping v1/v2	
	Support MLD v1/v2	
ACL	Support IP-based ACL/MAC-based ACL	
	Support based on MAC Address, IP Address, Ethertype, Protocol Type, VLAN ID, DSCP, 802.1p Priority	
	Support up to 256 ACLs	
Link Aggregation	Support IEEE 802.3ad LACP/static link aggregation	
Security	Support AAA,TACACS+ Radius Authentication	
	Support 802.1X authentication, MAC authentication, MAC bypass authentication	
	Support to prevent DOS, ARP attack function, ICMP anti attack	
	Support binding of IP, MAC, port and VLAN	
	Support MAC authentication	
	Support MAC address filtering	
	Support Broadcast/Multicast/Unknown-unicast Storm Control	
Shell	Iron shell, Fan cooling design	

EDGE NETWORK SWITCH

Feature	Technical Specification	Bidder's Response
Service ports	24×10/100/1000BASE-T ports (POE+), 4×1000Base-X SFP ports.	
Switching capacity	Whole-Device Performance:56 Gbps Port Performance:56 Gbps	
Packet forwarding rate	Whole-Device Performance:41.66 Mpps Port Performance:41.66 Mpps	
Management port	1 Console port	
Electrical port attribute	Half-duplex, full-duplex, and auto-negotiation	
	MDI/MDI-X	
POE	POE+ with the maximum 30w output power per port	
Ethernet functions	LLDP	
	Static MAC configuration	
	Limit of number of MAC addresses to be learned (up to 8K)	
	Port mirroring and traffic mirroring	
	Port aggregation (up to 24 groups and 8 ports for each group)	
	Port isolation	
	STP/RSTP/MSTP	
	IEEE 802.3ad (dynamic link aggregation) and static port aggregation	
VLAN	802.1Q (up to 4K VLAN)	
	Protocol-based VLAN	
	MAC-based VLAN	
	GUEST VLAN	
	VLAN mapping	
	MVRP	
IP routing	Static routing	
DHCP	DHCP Relay	
	DHCP Client	
	DHCP Snooping	
Multicast	IGMP V1/V2/V3 snooping	
	PIM Snooping	
	Multicast VLAN	
	IPv6 multicast setting	
QoS	SP/WRR/SP+WRR queue scheduling	
	802.1p and DSCP priority mapping	
	Port speed limit	
ACL	ACL on Layer 2, Layer 3 and Layer 4	
	IPv4 and IPv6 ACLs	
	VLAN ACL	
IPv6	IPv6 static routing and dual-stack	
	DHCPv6 Client and DHCPv6 Snooping	
	ND and PMTU	
	IPv6 Ping, IPv6 Telnet, IPv6 SSHv2, and IPv6 domain name resolution	
Reliability	Ethernet OAM	
	DLDP	
	Smart Link	
	Monitor Link	
Security	Hierarchical user management and password protection	
	SSH for a secure encrypted channel for user login	

	Specific IP address based FTP logging and password mechanism	
	Prevent attacks from ARP, unknown multicast packet, broadcast packet, unknown unicast packet, TTL=1 packet, and protocol packet	
	MAC address limit	
	IP+MAC+PORT binding	
	IEEE 802.1x	
	Radius and AAA	
	SNMPv3	
	Broadcast suppression	
System management	Command line configuration via console/AUX Modem/Telnet/SSH	
	Uploading and downloading of FTP, TFTP, and Xmodem, and SFTP files	
	SNMP V1/V2c/V3	
	sFlow	
	NQA	
	NTP clock	
	System operating logs	

1.5/2KVA & 3KVA ONLINE UPS

Feature	Technical Specification		Bidder's Response
Capacity	1500/2000VA/1800W	3000VA/2700W	
Nominal Voltage	208/220/230/240Vac		
Input Voltage Range	110~300Vac (176~264Vac @ 100% load)		
Input Frequency	40~70Hz (50/60Hz Auto-Sensing)		
Phase	Single Phase		
Power factor	≥0.99		
Output Voltage	208/220/230/240Vac		
Output Waveform	Pure Sinewave		
Power factor	0.9		
Output Sockets	IEC panel / EU panel/UK panel/US panel Optional		
Output Frequency	Online mode: 46~54Hz or 56~64Hz Bat. Mode: (50/60±0.1%)Hz		
Crest factor	3:01		
Harmonic distortion (THDv)	3% Linear load 5% Non linear load		
Transfer Time	AC mode to Bat.mode: 0ms Inverter to Bypass: 4ms (Typical)		
Battery Type	Valve Regulated Lead Acid (VRLA)		
Typical Recharging Time	4 hours (To 90% of full capacity)		
Capacity (Standard Unit)	12V/9Ah		
Battery Number	4	6	
DC System Voltage(VDC)	48V	72V	
Charging Current(Max.)	1A		
LCD display	Input voltage, Input frequency, Output voltage, Output frequency, Load percentage, Battery voltage, Inner temperature & Remaining battery backup time		
Alarm	Battery mode/Battery low voltage /Overload/Fault		
AC Mode	91%	0.92	
Battery Mode	87%	0.88	
Operating Temperature	0°C~40°C		
Storage Temperature	-25°C~55°C		
Humidity Range	20~95%RH @ 0~40°C (Non condensing)		
Altitude	<1500m, derating required when>1500m		
Noise Level	<55dB at 1 Meter		

6KVA ONLINE UPS

Feature	Technical Specification	Bidder's Response
UPS Capacity	6000 VA / 6000 W	
Nominal Voltage	208/220/230/240Vac	
Phase	Single Phase	

Input Voltage Range	110~300Vac (110~300Vac@50% load/176~300Vac@100% load)	
Input Frequency	40~70Hz (50/60Hz Auto-Sensing)	
Power factor	≥0.99	
Output Voltage	208/220/230/240Vac	
Crest factor	3:01	
Power factor	1	
Output Frequency	Online mode: ±1%/±2%/±4%/±5%/±10% of the rated frequency (Optional) Battery mode: (50/60±0.1%)Hz	
Harmonic distortion (THDv)	1% Linear load 3% Non linear load	
Transfer Time	AC mode to Bat.mode: 0ms Inverter to Bypass: 0ms	
Output Waveform	Pure Sinewave	
Battery Type	Valve Regulated Lead Acid (VRLA)	
DC System Voltage(VDC)	192/240Vdc (Settable)	
Charging Current(Max.)	12A	
Expandable Runtime	Yes,	
Alarm	Battery mode/Battery low voltage/Overload/Fault	
LCD display	Input voltage, Input frequency, Output voltage, Output frequency, Load	
	percentage, Battery voltage, Inner temperature & Remaining battery backup time	
AC Mode	Up to 95%	
Battery Mode	Up to 93%	
Storage Temperature	-25°C ~ 55°C	
Humidity Range	0~95% (Non - condensing)	
Altitude	<1000m, derating required between 1000~3000m	
Noise Level	≤50dB	

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by Kenya Power and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between Kenya Power and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by Kenya Power.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to Kenya Power.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) Kenya Power in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **Kenya Power** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also Kenya Power.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in Kenya Power 's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by Kenya Power and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to Kenya Power, **as defined in the SCC**.

2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and
 - i) Any other document **listed in the SCC** as forming part of the Contract.

⁶*In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*

3. Language and Law

- 3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in Kenya Power 's Country when
 - a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between Kenya Power and the Contractor in the role representing Kenya Power.

5. Delegation

- 5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of Kenya Power in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and Kenya Power between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. Kenya Power may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If Kenya Power, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

- 10.1 Kenya Power carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - ii) Negligence, breach of statutory duty, or interference with any legal right by Kenya Power or by any person employed by or contracted to him except the Contractor.
 - b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of Kenya Power or in Kenya Power 's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 112 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to
- a) A Defect which existed on the Completion Date,
 - b) An event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
 - c) The activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

- 121 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

13. Insurance

- 131 The Contractor shall provide, in the joint names of Kenya Power and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works, Plant, and Materials;
- b) Loss of or damage to Equipment;
- c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) personal injury or death.

- 132 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 133 If the Contractor does not provide any of the policies and certificates required, Kenya Power may affect the insurance which the Contractor should have provided and recover the premiums Kenya Power has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

- 134 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

- 135 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

- 141 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

- 151 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

- 161 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

- 171 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 172 The Contractor shall be responsible for design of Temporary Works.
- 173 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 174 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 175 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

- 181 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

- 191 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of Kenya Power. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

- 201 Kenya Power shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, Kenya Power shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

- 211 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

- 221 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 222 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 223 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, Kenya Power and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 231 The Adjudicator shall be appointed jointly by Kenya Power and the Contractor, at the time of Kenya Power's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, Kenya Power does not agree on the appointment of the Adjudicator, Kenya Power will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 232 Should the Adjudicator resign or die, or should Kenya Power and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by Kenya Power and the Contractor. In case of disagreement between Kenya Power and the

Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and Kenya Power shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting Kenya Power's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) This fully detailed claim shall be considered as interim;
 - b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

242 Amicable Settlement

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

243 Matters that may be referred to arbitration

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless Kenya Power and the Contractor agree otherwise in writing.

244 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

245 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice

Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

246 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

247 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

248 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) Kenya Power shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 Kenya Power requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

- 28.1 When Kenya Power wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If Kenya Power accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both Kenya Power and the Contractor.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by Kenya Power, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to Kenya Power. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Identifying Defects

- 32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking 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 work that the Project Manager considers may have a Defect.

33. Tests

- 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time 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.

35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price⁷

- 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price⁸

- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of Kenya Power.
- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

- 38.1 All Variations shall be included in updated Programs⁹ produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

⁷In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

⁸In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows: The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

⁹In lump sum contracts, add "and Activity Schedules" after "Programs." ¹⁰In lump sum contracts, delete this paragraph.

- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving

early warning

386 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

387 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) Kenya Power may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

388 Kenya Power may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) Accelerate the contract completion period; or
- b) Reduce the Contract Price or the life cycle costs to Kenya Power; or
- c) Improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) Yield any other benefits to Kenya Power, without compromising the functionality of the Works.

389 If the value engineering proposal is approved by Kenya Power and results in:

- a) A reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
- b) An increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) To (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. Kenya Power shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If

Kenya Power makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 412 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 413 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 414 Items of the Works for which no rate or price has been entered in shall not be paid for by Kenya Power and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

421 The following shall be Compensation Events:

- d) Kenya Power does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- e) Kenya Power modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Project Manager unreasonably does not approve a subcontract to be let.
- i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by Kenya Power, or additional work required for safety or other reasons.
- k) Other contractors, public authorities, utilities, or Kenya Power does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of Kenya Power's Risks.
- n) The Project Manager unreasonably delays issuing a Certificate of Completion.

422 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

423 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

¹¹In lump sum contracts, add "or Activity Schedule" after "Program."

¹²In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

424 The Contractor shall not be entitled to compensation to the extent that Kenya Power's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

- 43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

- 44.1 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

- 45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B I_m/I_o$$

where: P is the adjustment factor for the portion of the Contract Price payable.

A and B are coefficients¹³ **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and I_m is the index prevailing at the end of the month being invoiced and I_o is the index prevailing 30 days before Bid opening for inputs payable.

- 45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

- 46.1 Kenya Power shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.
- 46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

- 47.1 The Contractor shall pay liquidated damages to Kenya Power at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. Kenya Power may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

- 48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 49.1 Kenya Power shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to Kenya Power in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the

advance payment.

492 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

493 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

50.1 The Performance Security shall be provided to Kenya Power no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to Kenya Power, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Day works

51.1 If applicable, the Day works rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

54.1 Kenya Power shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

¹³ *The sum of the two coefficients A and B should be 1 (one) in the formula for each currency.*

Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

562 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

57.1 Kenya Power or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) The Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) Kenya Power or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) A payment certified by the Project Manager is not paid by Kenya Power to the Contractor within 84 days of the date of the Project Manager's certificate;
- e) The Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) The Contractor does not maintain a Security, which is required;
- g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) If the Contractor, in the judgment of Kenya Power has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then Kenya Power may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, Kenya Power may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to Kenya Power exceeds any payment due to the Contractor, the difference shall be a debt payable to Kenya Power.

58.2 If the Contract is terminated for Kenya Power's convenience or because of a fundamental breach of Contract by Kenya Power, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of Kenya Power if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either Kenya Power or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and

shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by Kenya Power prior to issuance of the bidding document. Schedules and reports to be provided by Kenya Power should be annexed.

Special conditions of contract with reference to the general conditions of contract.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	The Employer or the Procuring Entity is: The MD The Kenya Power & Lighting Company Plc, Stima Plaza, 7th Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be: <i>as per accepted tender</i>
GCC 1.1 (x)	The Project Manager is: The Manager – XXXXXX , The Kenya Power & Lighting Company Plc, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.
GCC 1.1 (z)	The Sites are located within the various KPLC's substations, offices, Depots & Stores spread across the regions: Specific site location details are as detailed schedule of requirement and Bills of quantities in which the works occurs.
GCC 1.1 (cc)	The Start Date shall be: after site possession by the contractor.
GCC 1.1 (gg)	The Works consist of: excavations, ballasting of substations, paving works, cable trench and covers, rehabilitation works, reinforced concrete works, Masonry works, Roofing works, Finishes, openings, and minor electrical installations and internal plumbing, drainage and Fencing works. Specific work descriptions and details are as detailed in the Preliminary Bill of the Bills of quantities in which the works occurs. There shall be inspection and acceptance of the works & installations and a certificate issued by KPLC's inspection and acceptance committee before payment.
GCC 2.2	Sectional Completions are: N/A
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: As per accepted tender i.e Tenderer's domestic specialist subcontractors for electrical installations and internal; plumbing and drainage works shall be as per accepted tender. KPLC has not nominated any subcontractor(s) for any works either in whole or part
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by Kenya Power prior to Contract signature.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) For loss or damage to the Works, Plant and Materials: <i>[Ksh. 500,000.00]</i>.</p> <p>(b) For loss or damage to Equipment: <i>[Ksh. 500,000.00]</i>.</p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[Ksh. 2,000,000.00]</i></p> <p>(d) For personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[Ksh. 1,000,000.00]</i>.</p> <p>(ii) of other people: <i>[Ksh. 1,000,000.00]</i>.</p>
GCC 14.1	<p>Site Data are:</p> <p>The sites are within KPLC's Nairobi and Northeastern Regions</p> <p>The site data provided in the Preliminary Bill part of the Bill of Quantities under site location and distances is for guidance only and without any warranty. The tenderer is advised to acquaint himself with more data from the Kenya Meteorological Department.</p>
GCC 20.1	The Site Possession Date(s) shall be: at KPLC substations as detailed in this tender document after submission of a valid performance bond, signing of the contract by both parties and issuance of the LPO.
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>[both parties]</i> .
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[to be agreed by both parties]</i> .
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <i>14</i> days from the date of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is 14 days.</p> <p>The amount to be withheld for late submission of an updated Program is Ksh. 20,000.00.</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 180 days .
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by Kenya Power the amount to be paid to the Contractor shall be N/A of the reduction in the Contract Price.
GCC 44.1	The currency of Kenya Power's Country is: Kenya Shillings .
GCC 45	The Contract ["is not"] subject to price adjustment in accordance with GCC Clause 46.
GCC 46.1 & 46.2	<p>The percentage of certified value retained is: 10%</p> <p>The Limit of retention is: 5% repaid only once when the defects Liability period has passed and the Project Manager has certified that all defects have been rectified</p>
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% of final Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Price] per day. The maximum amount of liquidated damages for the whole of the Works is [10%] of the final Contract Price.
GCC 49.1	The Advance Payments shall be: [N/A]
GCC 50.1	<p>The Performance Security amount is: 10% of the accepted tender's contract sum</p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of 10 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.- N/A</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of 10 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>
GCC53.1	<p>The contract Implantation period:</p> <p>Lot 1: Ten (10) Months from the date of site possession.</p>
E. Finishing the Contract	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is: At Take Over date.</p> <p>The date by which “as built” drawings are required is: 30 days after practical completion.</p>
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 57 is: 1.0% of the contract sum.

SECTION X: CONTRACT FORMS

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by (Name and designation) _____

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of Kenya Power]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

- a) The successful tenderer
 - i) Name of Successful Tender
 - ii) Address of the successful Tender
 - iii) Contract price of the successful Tender Kenya Shillings.....
(in words)
- b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. **How to request a debriefing**

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - ii) Agency: *[insert Kenya Power]*
 - iii) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. **How to make a complaint?**

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert Kenya Power]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information, refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.
You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of Kenya Power:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email:_____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of Kenya Power ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address.....
P. O. Box No..... Tel. No..... Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds, namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED (Applicant) Dated on..... day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board
on.....day of20.....

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letter head ~~paper~~ of Kenya Power] [date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by (*Kenya Power*).

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:

Name and Title of Signatory:

Kenya Power

Attachment: *Contract Agreement*.....

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____,
20_____, between

_____ of _____ (hereinafter “the
Procuring
Entity”), of the one part, and of _____ (hereinafter “the
Contractor”), of the other part:

WHEREAS Kenya Power desires that the Works known as should
be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and
completion of these Works and the remedying of any defects therein,

Kenya Power and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance
 - b) The Letter of Tender
 - c) The addenda Nos _____ (if any)
 - d) The Special Conditions of Contract
 - e) General Conditions of Contract.
 - f) The Specifications
 - g) The Drawings; and
 - h) The completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by Kenya Power to the Contractor as specified in this Agreement, the Contractor hereby covenants with Kenya Power to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Kenya Power hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for Kenya Power)

Signed and sealed by _____ (for the
Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (Kenya Power) _____ (Kenya Power as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of _____, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps].

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹*The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

²*Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. Kenya Power should note that in the event of an extension of this date for completion of the Contract, Kenya Power would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

[Option 2– Performance Bond]

*[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]
[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue].*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Oblige (hereinafter called “Kenya Power”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with Kenya Power dated the _____ day of _____, 20, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by Kenya Power to be, in default under the Contract, Kenya Power having performed Kenya Power 's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) Complete the Contract in accordance with its terms and conditions; or
 - 2) Obtain a tender or tenders from qualified tenderers for submission to Kenya Power for completing the Contract in accordance with its terms and conditions, and upon determination by Kenya Power and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) Pay Kenya Power the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than Kenya Power named herein or the heirs, executors, administrators, successors, and assigns of Kenya Power.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day ____ of ____ 20 ____.

SIGNED ON _____ on behalf of By

_____ in the capacity of in the presence of

SIGNED ON _____ on behalf of By

_____ in the capacity of In the presence of

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]* **Guarantor:** _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *(in words)* is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)* ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 2, whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

{Name of Authorized Official, signature(s) and seals/stamps}

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

² *Insert the expected expiration date of the Time for Completion. Kenya Power should note that in the event of an extension of the time for completion of the Contract, Kenya Power would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____ *(insert amount in words _____)*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the Day of, 2....., and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

² *Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. Kenya Power should note that in the event of an extension of this date for completion of the Contract, Kenya Power would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no]

Name of the Tender Title/Description: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information.

Details of Beneficial ownership

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes/No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1	Full Name:	Directly--- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of directors or an equivalent governing body of the Tenderer: Yes -----No- ---	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes....No.....
	National identity card number or Passport number:	Indirectly- ----- % of shares	Indirectly.....% of voting rights	2. Is this right held directly or indirectly? Direct.....	2. Is this influence or control exercised directly or indirectly? Direct.....
	Personal Identification Number (where applicable);			Indirect.....	Indirect.....
	Nationality:				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				

	Occupation or profession				
2	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Full Name;	Directly--- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes-----No-----
	National identity card number or Passport number;	Indirectly- ----- % of shares	Indirectly.....% of voting rights	2. Is this right held directly or indirectly? Direct.....	2. Is this influence or control exercised directly or indirectly? Direct.....
	Personal Identification Number (where applicable)			Indirect.....	Indirect.....
	Nationality(ies):			Indirect.....	Indirect.....
	Date of birth [dd/mm/yyyy]				
	Postal address;				
	Residential address;				
	Telephone number;				
	Email address;				
	Occupation or profession;				



SITE VISIT/PRE-BID MEETING FORM

**PRE-BID SITE/ VISIT FOR PROPOSED UPGRADE OF SECURITY SYSTEMS NETWORK,
STORAGE SECURITY MANAGEMENT COMPANYWIDE.**

:

TENDER NO. KP1/9A.2/OT/020/SS/25-26

SITE NAME.....

CONFIRMATION OF PRE-BID MEETING /SITE VISIT

Name of Tenderer.....

Date of Visit.....

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

Name:.....

Position.....

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

Site Visit conducted by Employer's Authorized Officer's

Name

Signature.....

