TENDER NO. KP1/9A.2/OT/006/SS/26-27

FOR PROVISION OF SECURITY GUARDING SERVICES

DATE OF TENDER DOCUMENT: OCTOBER 2026

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

TENDER DOCUMENT FOR PROCUREMENT OF GUARDING SERVICES
(E-PROCUREMENT OPEN TENDER SYSTEM)

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

Telephones: +254-020-3201000; 3644000 Pilot Lines
Telephones: 0711031932 (Cellular)
Website: www.kplc.co.ke

Email 1 Procurement@kplc.co.ke
2 HOtieno2@kplc.co.ke
3 EOngalo@kplc.co.ke

A. INTRODUCTION

Description of The Kenya Power & Lighting Company PLC

1.1 The Kenya Power & Lighting Company PLC (KPLC) is a limited liability company registered under the Companies Act, Chapter 486 of the Laws of Kenya. It was incorporated in 1922 as the East African Power & Lighting Company Limited. KPLC was listed on the Nairobi Stock Exchange (NSE) in 1954.

1.2 Our shareholders include the Government of Kenya (GoK) institutional and individual persons. KPLC is a public company with GoK holding the majority block of shares. We are subject to the State Corporations Act, Chapter 442 of the laws of Kenya and the laws governing procurement by public bodies, mainly the Public Procurement and Asset Disposal Act, 2015 and the various regulations made there-under.

1.3 ***Our Vision is "Powering people for better lives by innovatively securing business sustainability"***

1.4 ***Our Mission is "Energy solutions provider of choice."***

1.5 Our Core Business is bulk purchase of electrical energy; transmit; distribute; supply electrical energy and related customer services throughout Kenya.

1.6 Our Core Values were developed to support the Company's Mission. These Values are Customer First, One Team, Passion, Integrity and Excellence.

Organizational and Business Structure

2.1 KPLC is structured into 13 Divisions, 1 Institute and 9 Main Regions. Our headquarters is referred to as Central Office located at Stima Plaza, Kolobot Road, Parklands, Nairobi.

2.2 KPLC's operations are geographically split in Ten (10) regions. Nairobi regions **(Nairobi North, Nairobi south** and **Nairobi West,) Central Office** with its main office in Stima Sacco Plaza *(KPLC Hq)*, Parklands, Nairobi; **Central Rift** Region with the main office in Electricity House, Moi South Road, Nakuru; **Coast Region** with the main office in Electricity House, Nkrumah Road, Mombasa Central Business District and **Mount Kenya** Region with the main office in Stima House Nyeri. **Western Region** with its main office in Electricity House Kisumu, **South Nyanza** Region has its main office in Kisii, **North Rift** Region has its main office at KVDA Plaza Eldoret while **Northeastern** Region has its main office in Thika.

2.3 To attain higher penetration and decentralization within the devolved governance system, KPLC has about 47 Branches throughout the 10 Regions which traverse all the 47 counties of the Republic of Kenya.

2.4 The branches are headed by County Business Managers. They are responsible for and are the link persons for all affairs of the Company within their respective spheres of operation.

2. KPLC Infrastructure recognized as Critical Asset

1) During the year 2022, the Government declared KPLC critical National Infrastructure. This led to formation of the Energy Security Unit under the Pollice Commandant to safeguard the Company's Installations countrywide. As such, KPLC intends to procure the services of highly qualified and experienced security firms, capable of augmenting the roles of the Energy Security unit in this mandate.

2) The Company seeks to procure Guarding Services for its offices and installations spread countrywide including guarding Offices, Control centers, Substations and Stores for the period 1st January 2007 to 31st December 2027.

3) Over 2,800 security guards have recently been deployed and the same applies for this tender.

TABLE OF CONTENTS

INVITATION TO TENDER 7

PART I –TENDERING PROCEDURE 8

Section I - Instructions to Tenderers 9

A. General 9
1. Scope of Tender .....
2. Unfair Competitive Advantage .....
3. Fraud and Corruption .....
4. Eligible Tenderers .....
5. Qualification of the Tenderer .....

B. Contents of Tendering Document 12

6. Sections of Tendering Document .....
PART 1: Tendering Procedures .....
PART 2: Procuring Entity's Requirements .....
PART3: Contract .....
7. Site Visit .....
8. Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works .....
9. Clarification of Tender Document, Site Visit, Pre-Tender Meeting .....
10. Amendment of Tendering Documents .....

C. Preparation of Tenders 13

11. Cost of Tendering .....
12. Language of Tender .....
13. Documents Comprising the Tender .....
14. Form of Tender and Activity Schedule .....
15. Alternative Tenders .....
16. Tender Prices and Discounts .....
17. Currencies of Tender and Payment .....
18. Documents Establishing Conformity of Services .....
19. Documents Establishing the Eligibility and Qualifications of the Tenderer .....
20. Period of Validity of Tenders .....
21. Tender Security .....
22. Format and Signing of Tender .....

D. Submission and Opening of Tenders 19
23. Sealing and Marking of Tenders .....
24. Deadline for Submission of Tenders .....
25. Late Tenders .....
26. Withdrawal, Substitution and Modification of Tenders .....
27. Tender Opening .....

E. Evaluation and Comparison of Tenders 21
28. Confidentiality .....
29. Clarification of Tenders .....
30. Deviations, Reservations, and Omissions .....
31. Determination of Responsiveness .....
32. Correction of Arithmetical Errors .....
33. Conversion to Single Currency .....
34. Margin of Preference and Reservations .....
35. Evaluation of Tenders .....
37. Abnormally Low Tenders and Abnormally High Tenders .....
38. Unbalanced and/or Front-Loaded Tenders .....
39. Qualification of the Tenderer .....

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

F. Award of Contract..... 25
41. Award Criteria.....
42. Notice of Intention to enter into a Contract.....
43. Standstill Period .....
44. Debriefing by KPLC .....
45. Letter of Award.....
46. Signing of Contract .....
47. Performance Security .....

48 Publication of Procurement Contract .....
48. Adjudicator.....
49. Procurement Related Complaint .....

SECTION II - TENDER DATASHEET (TDS)..... 28

SECTION III - EVALUATION AND QUALIFICATION CRITERIA 31
1. General Provision.....
2. Preliminary examination for Determination of Responsiveness.....
3. Tender Evaluation (ITT 35).....
4. Multiple Contracts .....
5. Alternative Tenders (ITT 14.1) .....
6. MARGIN OF PREFERENCE .....
7. Post qualification and Contract ward (ITT 39), more specifically.....
SECTION IV-TENDERING FORMS 39
1. FORM OFTENDER .....
i) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE...
ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....
iii) SELF-DECLARATION FORM.....
iv) APPENDIX 1- FRAUD AND CORRUPTION .....
2. TENDERER INFORMATION FORM.....
OTHER FORMS..... 53
3. FORM OF TENDER SECURITY - DEMANDBANKGUARANTEE .....
4. FORM OF TENDER SECURITY(INSURANCE GUARANTEE) .....
5. FORM OFTENDER-SECURING DECLARATION .....
QUALIFICATION FORMS..... 56
6. FOREIGN TENDERERS40% RULE.....
7. FORM EQU: EQUIPMENT.....
8. FORM PER -1 .....
9. FORM PER-2 .....

TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION..... 61
10. FORM ELI -1.1 .....
11. FORM ELI -1.2 .....
12. FORM CON– 2.....
13. FORM FIN– 3.1.....
14. FORM FIN– 3.2.....
15. FORM FIN– 3.3.....
16. FORM FIN– 3.4.....
17. FORM EXP- 4.1 .....

18. FORM EXP- 4.2(a).....

19. FORM EXP- 4.2(b) .....

SCHEDULE FORMS .....
1. Method Statement.....
2. Work Plan 75
3. Others –Time Schedule.....

CONTRACT FORMS 77
1. NOTIFICATION OF INTENTIONTOAWARD.....
2. LETTER OF AWARD.....
3. FORM OF CONTRACT .....
4. FORM OF TENDER SECURITY (Bank Guarantee).....
5. FORM OF TENDER SECURITY (Insurance Guarantee).....
6. FORM OFTENDER-SECURING DECLARATION .....

PART II – PROCURING ENTITY'S REQUIREMENTS..... 86

SECTION VII – ACTIVITY SCHEDULE .....
1. Objectives.....
2. Day work Schedule.....
3. Provisional Sums.....
4. PERFORMANCE SPECIFICATIONS AND DRAWINGS.....

PART III – CONDITIONS OF CONTRACT ANDCONTRACTFORMS 92

SECTION VIII - GENERAL CONDITIONSOFCONTRACT.....
A. General Provisions .....
1. Definitions .....
2. Commencement, Completion, Modification, and Termination of Contract.....
3. Obligations of the Service Provider.....
4. Service Provider's Personnel.....
5. Obligations of KPLC.....
6. Payments to the Service Provider.....
7. Quality Control .....
8. Settlement of Disputes.....

B. SECTION IX - SPECIAL CONDITIONS OF CONTRACT 105

C. APPENDICES 108
Appendix A - Description of the Services.....
Appendix B - Schedule of Payments and Reporting Requirements .....
Appendix C - Breakdown of Contract Price.....
Appendix D - Services and Facilities Provided by KPLC.....

D. SECTION X –CONTRACT FORMS..... 109
FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee).....
FORM No. 2 - PERFORMANCE SECURITY OPTION 2– (Performance Bond) .....
FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee] .....
FORM NO. 4 - BENEFICIAL OWNERSHIP DISCLOSURE FORM .....

ABBREVIATIONS & ACRONYMS

AO	Accounting officer
FY	Fiscal year
ICT	Information, Communications Technology
ITT	Instructions to Tenderers
JV	Joint Venture
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
TEC	Tender Evaluation Committee
TOR	Terms of reference
TA	Total Assets
TL	Total Liabilities
TE/NW	Total Equity/Net Worth
CA	Current Assets
CL	Current Liabilities
WC	Working Capital
TR	Total Revenue
PBT	Profit Before Taxes

DEFINITIONS AND TERMS

Definitions

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

a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*

b) *"Date of Tender Document" shall be the **start date** specified on the KPLC tendering portal.*

c) *"Day" means calendar day and "month" means calendar month.*

d) *"KEBS" wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*

e) *"KENAS" wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*

f) *"PPRA" wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*

g) *Reference to "the tender" or the "Tender Document" includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*

h) *"The Procuring Entity" means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*

i) *"The Tenderer" means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*

j) *Where there are two or more persons included in the expression the "Tenderer", any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*

k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*

l) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Tenderer" the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

m) *KPLC's "authorised person" shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*

n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*

o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

p) *PSRA' wherever appearing means The Private Security Regulatory Authority or its successor(s) and assign(s) where the cont ext so admits*

g) *Upcoming Assignment-means a duty site/Installation which is yet to be completed and is envisaged to be awarded upon completion.*

INVITATION TO TENDER

DATE: OCTOBER 2026

TENDER NO: KP1/9A.2/OT/006/SS/26-27

NAME: PROVISION OF SECURITY GUARDING SERVICES

1.1 Introduction.

The Kenya Power & Lighting Company Plc (KPLC) invites bids from eligible Tenderers for **Provision of Security Guarding Services** 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. 1000003311**

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 or a freely convertible currency in Kenya and shall remain valid for **Two hundred and Ten days (210) days** from the closing date of the tender.

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 **Auditorium - Stima Plaza.** All health protocols during opening ***must*** be observed.

1.7 Pre-bid Meeting

There shall be a Pre – bid meeting at Stima Plaza, Kolobot Road in the Auditorium at **10.00 am on 30.10.2026.**

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS.**

2. Throughout this tendering document:

2.1 The terms:

a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by KPLC) with proof of receipt;

b) if the contexts or esquires, "singular" means "plural" and vice versa; and

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of KPLC. It excludes KPLC's official public holidays.

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

3.1 KPLC requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), 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.

3.2 KPLC 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.

3.3 **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, KPLC shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

3.4 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. KPLC shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. KPLC shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. KPLC shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, 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 Form of intent. 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. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

4.2 Public Officers, of KPLC, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 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:

i) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

ii) Receives or has received any direct or indirect subsidy from another Tenderer; or has the same legal representative as another Tenderer; or

iii) 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 KPLC regarding this Tendering process; or

iv) any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or

v) any of its affiliates has been hired (or is proposed to be hired) by KPLC or Procuring Entity for the Contract implementation; or

vi) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

vii) has a close business or family relationship with a professional staff of KPLC or of the project implementing agency, who:

i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or

ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to KPLC throughout the procurement process and execution of the Contract.

4.4 A firm that is 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. 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 sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of KPLC.

4.8 Firms and individuals may be ineligible if (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 take 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.

4.9 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.

4.10 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 KPLC determine if this condition is met shall be provided in for this purpose is be provided in "**SECTION III-EVALUATION AND QUALIFICATION CRITERIA**, **Item 9**".

4.11 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 sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 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

4.13 A Tenderer may be considered ineligible if he/she offers 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.

4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

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

4.15 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**

5 Qualification of the Tenderer

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

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: Procuring Entity's Requirements

v) Section V-Procuring Entity's Requirements

PART 3: Contract

vi) Section VI - General Conditions of Contract (GCC)
vii) Section VII - Special Conditions of Contract (SCC)
viii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by KPLC is not part of this tendering document.

6.3 Unless obtained directly from KPLC, KPLC is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from KPLC shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering 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 in to a contract for the Services. The costs of visiting the Site shall beat the Tenderer's own expense.

8 Pre-Tender Meeting

8.1 KPLC shall specify in the TDS if a pre-tender conference will be held, when and where. KPLC 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 KPLC not later than the period specified in the TDS before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, 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 ITT6.3. Minutes shall not identify the source of the questions asked.

8.4 KPLC shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service 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 shall be made by KPLC exclusively through the issue of an Addendum pursuant to ITT10 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 of Tender Documents

9.2 A Tenderer requiring any clarification of the Tender Document shall contact KPLC in writing at KPLC'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 Service if provided for in accordance with ITT 8.4. KPLC 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. KPLC 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 so specified in the **TDS,** KPLC shall also promptly publish its response at the webpage identified in the **TDS.** Should the clarification result in changes to the essential elements of the Tender Documents, KPLC shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 Amendment of Tender Documents

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

10.3 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 KPLC in accordance with ITT 6.3. KPLC shall also promptly publish the addendum on KPLC's web page in accordance with ITT 8.4.

10.4 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, KPLC shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

11.2 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and KPLC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

12.2 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and KPLC 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 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

13.2 The Tender shall comprise the following:

a **Form of Tender** prepared in accordance with ITT 14;

b **Schedules:** priced Activity Schedule 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 **Tenderer's Eligibility**: documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;

h **Conformity**: documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and

i Any other document required in the **TDS.**

13.3 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form 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.

13.4 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 Activity Schedule

14.1 The Form of Tender and priced Activity Schedule 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 22.3. All blank spaces shall be filled in with the information requested.

14.2 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.

15 Alternative Tenders

15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by KPLC.

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 time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified **in the TDS**, Tenderers a reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's 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 Activity Schedule (s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, sub mitted by the Tenderer.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.

16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

16.6 All duties, taxes, and other levies payable by the Service Provider 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 total Tender price submitted by the Tenderer.

16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to KPLC's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

18.3 Tender 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 KPLC, a Service provider or group of service providers. qualifies for a margin of preference. Further the information will enable KPLC 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 processor contract management.

18.4 The purpose of the information described in ITT 18.3 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 KPLC as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

18.4 The Tenderer shall provide further documentary proof, information or

authorizations that KPLC may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. 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.

18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to KPLC. 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 KPLC.

18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if KPLC 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.

18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by KPLC (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 on going, 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, pending the outcome of (iii),

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.

18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of KPLC that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to KPLC's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

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 date (as prescribed by KPLC in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by KPLC as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, KPLC 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 ITT20, it shall also be extended for a corresponding 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.

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**.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by KPLC 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 pursuant to ITT 46. KPLC shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive 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.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

a. If a Tenderer withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or

b. if the successful Tenderer fails to:

c. sign the Contract in accordance with ITT 46; or

d. Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, KPLC 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 Tender-Securing Declaration of a JV must 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 Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

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, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL "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 or persons 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 so as 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 KPLC 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 ITT13; 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 ITT15, 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 KPLC.

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, KPLC will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 Tenders must be received by KPLC at the address and no later than the date and time 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 KPLC may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of KPLC and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

25.1 KPLC shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by KPLC after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened 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 a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (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 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

b) Received by KPLC prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 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 as in the cases specified in ITT 23 and ITT 25.2, KPLC shall, at the Tender opening, 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 and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS.**

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the

Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. 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 Prices, 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 KPLC may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of KPLC attending Tender opening in the manner specified **in the TDS**.

27.7 KPLC shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 KPLC shall prepare are cord 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; and

c) any alternative Tenders;

d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

e) Number of pages of each tender document submitted

27.9 The Tenderers' representatives who a rep resent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer 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 Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

28.2 Any effort by a Tenderer to influence KPLC in the evaluation 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 any Tenderer wishes to contact KPLC on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, KPLC may, at KPLC's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that KPLC may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by KPLC shall not be considered. KPLC'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 KPLC in the evaluation of the Tenders, in accordance with ITT32.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in KPLC'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 tendering document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

31.1 KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) If accepted, would:

i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

ii. limit in any substantial way, inconsistent with the tendering document, KPLC's rights or the Tenderer's obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 KPLC shall examine the technical aspects of the Tender submitted in accordance with ITT 18and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

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

31.5 Provided that a Tender is substantially responsive, KPLC may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, KPLC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions 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.

31.7 Provided that a Tender is substantially responsive, KPLC 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**.

32 Arithmetical Errors

32.1 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.

32.2 Provided that the Tender is substantially responsive, KPLC 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, 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

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

33 Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS.**

34.2 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 the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

35.1 KPLC 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, KPLC shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a) Substantially responsive to the tendering document; and

b) The lowest evaluated cost.

35.2 In evaluating the Tenders, KPLC will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

a) Price adjustment due to discounts offered in accordance with ITT 16.4;

b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance withITT33; and

d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 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.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

36.1 KPLC shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and

abnnormally High Tenders

Abnormally Low Tenders

37.1 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.

37.2 In the event of identification of a potentially Abnormally Low Tender, KPLC 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.

37.3 After evaluation of the price analyses, in the event that KPLC determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, KPLC shall reject the Tender.

Abnormally High Tenders

37.4 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 KPLC is concerned that it (KPLC) 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.

37.5 In case of an abnormally high price, KPLC 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 he specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. KPLC may also seek written clarification from the tenderer on the reason for the high tender price. KPLC shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, KPLC may accept or not accept the tender depending on KPLC's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, KPLC 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 maybe.

37.6 If KPLC determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), KPLC shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

38.1 If in KPLC's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, KPLC 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.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, KPLC 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 10% of the Contract Price; or

c) agree on a payment mode that eliminates the inherent risk of KPLC paying too much for undelivered works; or

d) Reject the Tender.

39 Qualification of the Tenderer

39.1 KPLC shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s)different from the Tenderer that submitted the Tender.

39.3 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 KPLC shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

40.1 KPLC reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

41 Award Criteria

41.1 KPLC shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period KPLC shall issue a Notification of Intention to Enter into a Contract/Notification of a ward 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 Stand still Period; and

e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

43.1 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.

43.2 Where a Standstill Period applies, it shall commence when KPLC has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by KPLC

44.1 On receipt of KPLC's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to KPLC for a debriefing on specific issues or concerns regarding their tender. KPLC shall provide the debriefing with in five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, KPLC 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.

46 Signing of Contract

46.1 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, KPLC shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to KPLC.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from KPLC, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to KPLC. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to KPLC. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless KPLC has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event KPLC may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, KPLC 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 KPLC;

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.

49 Adjudicator

49.1 KPLC proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, KPLC has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaints and Administrative Review

50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

50.2 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 for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT).Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	General
ITT 1.1	The procuring entity is The Kenya Power and Lighting Company PLC **Tender Name: Provision of Security Guarding Services** **Tender No. KP1/9A.2/OT/006/SS/26-27**
ITT 2.1 (a)	**Electronic – Procurement System** **KPLC shall use the following electronic-procurement system to manage this tendering process: SAP Tendering Portal on** www.kplc.co.ke **(NB: Bidders are required to be registered via this link to be able to participate in this tender)** **The electronic-procurement system shall be used to manage the following aspects of the tendering process:** **(Issuing Tendering document, submission of Tenders, opening of Tenders)** **Proof of receipt will be done via the bidder's Submitted Response Number for RFx 1000003311**
ITT 3.1	**The declaration not to engage in corruption is provided under Form SD2 (2) Self Declaration form**
ITT 4	**Eligible Tenderers;** All Locally Registered Security Guarding Firms
ITT 4.1	***Joint Venture- Not Allowed in this procurement***
ITT 4.2	Definition of relative will be as provided for under Section 59(2)(b) of the Public Procurement and Asset Disposal Act, 2015
ITT 4.6	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 4.10	The information to be provided in the Declaration form
	A. Contents of a Tendering Document
ITT 8.1	A pre-tender conference will **be held** on **30.10.2026 at Stima Plaza, Kolobot Road at the Auditorium From 10.00 am**
ITT 8.2 &9.1	The inquiries/questions must be received in writing by KPLC at least 7 days before tender closing date (a) Address where to send inquiries is the Address/Emails on cover page of the tender document (b) KPLC will publish its response on the KPLC SAP tendering portal
ITT 8.4	The minutes of the pre-tender meeting shall be published on KPLC SAP tendering portal
ITT 13.1 (e)	The written confirmation of authorization to sign on behalf of the tenderer shall consist of; (a) A company resolution in case of a Director signing (not applicable where the company has got only one director, or where all Directors have signed) (b) Power of attorney where a person other than the director signing accompanied by a company resolution.
ITT 13.2 (i)	Documents Comprising the Tender. The bidder shall submit the following additional documents; **all the documents required in the Evaluation Criteria Detailed in Section III of These Tender Document**
	A. Preparation of Tenders
ITT 16.6	All duties, taxes, and other levies payable by the Service Provider 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 total Tender price submitted by the Tenderer.

	Price quoted shall be inclusive of a 0.03% Public Procurement Capacity Building Levy of the contract value exclusive of VAT. The levy 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.
ITT 16.7	The prices quoted by the Tenderer **"shall not"** be subject to adjustment during the performance of the contract.
ITT 18	***Conformity of Service to Tender Document*** Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements. 1. The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction. *a) that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide –* *(i.) Audited Financial Statements (Audited Accounts) that are reported within eighteen (18) calendar months of the date of the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.* *(ii.) For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.* *(iii.) A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.* *(iv.) evidence of adequacy of working capital for this Contract eg. access to line(s) of credit and availability of other financial resources* *b) that the Tenderer has the technical and/or production capability necessary to perform the contract.* c) *that the Tenderer has the technical and management capability necessary to perform the contract.* 2. The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: - *a) duly completed Statement of Compliance to KPLC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.* 3. For purposes of the documentary and other evidence to be furnished pursuant to clause 18.2, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.
ITT 20	The Tender validity period shall be ***210*** days

ITT 21.3	A Tender Security shall be required A Tender Security valid for **240 days** from the tender closing date shall be required in the format prescribed in this tender. The amount and currency shall be as follows: ***Tender Security shall be a fixed amount as indicated below;*** **Class A – Kshs. 3,500,000.00** **Class B – Kshs. 2,000,000.00** **Class C- Kshs. 1,500,000.00** The Tender Security shall be in the form of a bank guarantee or a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya. 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 Reception at Stima Plaza, Kolobot Road, on or before the opening date and time .
ITT 22	The format of the tender shall be in PDF form.
	C. Submission and Opening of Tenders
ITT 23.1	All tender proposals shall be submitted through the KPLC SAP tendering portal. Technical and Financial proposals shall be submitted electronically through the KPLC SAP tendering portal in PDF form.
ITT 24	Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF form.
ITT 26	Withdrawals, substitution or modifications can be done before the tender closing time indicated in the KPLC tendering portal
ITT 27.1	Public opening of financial will be done through the KPLC tendering portal
ITT 33.1	The currency that shall be Kenya Shillings
ITT 34	A margin of preference and/or reservation ***" shall not"*** apply
	D. Award of Contract
ITT 41.	**Award Criteria** This is a multiple award tender, where only the responsive bidders determined to be successful in the preliminary, technical and financial evaluation stages will be awarded as guided by the following: *i. Bidders will be Allowed to Bid under one class Only i.e either A or B or C* *ii. A bidder is allowed to bid for all the zones in class A and C,* *iii. For Class B, a bidder will be required to bid for a maximum of eight (8) zones.* *iv. Bidders shall be awarded the Zone where they are the Lowest evaluated bidder.* *v. A bidder shall be awarded a maximum of two (2) zones in which they are the lowest evaluated bidder. Where a bidder is the lowest evaluated bidder in more than two (2) zones, the bidder shall be awarded the two (2) zones with the highest number of guards, and the remaining zones shall be considered for award to the next lowest evaluated bidder(s), in accordance with the applicable award criteria* *vi. In making subsequent awards, the quoted price of the next lowest evaluated bidder shall not exceed the price quoted by the lowest evaluated bidder for the respective zone by*

more than 25%. Where the next lowest evaluated bidder's quoted price exceeds this threshold, the award shall revert to the lowest evaluated bidder for that zone, notwithstanding the maximum limit of two (2) zones, where necessary to ensure compliance with this price threshold.

vii. *Where a bidder is the lowest in more than two of the quoted zones, the bidder shall be awarded the two Zones with the highest number of guards.*

viii. *Where there is a tie in a zone, the Highest Scored bidder in the technical evaluation for the respective class will be awarded.*

ix. *Bidders shall be awarded the zone in full for proper management of the services*

x. *Upcoming assignments within the zone shall be awarded to the successful bidder within the zone upon completion*

CLASS 'A' ASSIGNMENTS

This comprises of Eight (8) zones as shown below;

a) Nairobi North Zone
b) Mt Kenya/Thika Zone
c) West Kenya/ South Nyanza Zone
d) Nairobi South Zone
e) IESR/Ruaraka/Roysambu Zone
f) Central Rift Zone
g) Coast Zone
h) North RIFT Zone

CLASS 'B' ASSIGNMENTS

Class B assignments are divided into Nineteen (19) ZONES

a) **NAIROBI ZONES**
b) Nairobi North Zone
c) Nairobi South Zone
d) Nairobi West Zone

1) MT KENYA ZONES

a) Mt Kenya West Zone
b) Mt Kenya East Zone

2) CENTRAL RIFT ZONES

a) Nakuru /Kericho/Narok Zone
b) Bomet/Baringo/Nyandarua Zone

3) COAST ZONES

a) Kwale/Taita Taveta Zone
b) Mombasa Zone
c) Kilifi Zone
d) Lamu/Garsen Zone
e) North Coast Zone

4) NORTH RIFT ZONES

a) Uasin Gishu/ Nandi/Trans Nzoia/ Elgeyo Marakwet Zone
b) Turkana/West Pokot/Elgeyo Marakwet Zone

5) WEST KENYA ZONES

a) Kisumu/Siaya/Vihiga Zone
b) Busia/Kakamega/Bungoma Zone

6) SOUTH NYANZA ZONES

a) Migori/Homa Bay/Nyamira Zone

7) NORTH EASTERN ZONES

a) Thika/ Ruiru/Kitui Zones
b) Kiambu/Githunguri/Gatundu/Limuru/Kikuyu Zone

CLASS 'C' ASSIGNMENTS

Class C assignments are divided into Eleven (11) ZONES

1) NAIROBI ZONES

a) Nairobi East Zone
b) Nairobi West Zone

2) MT KENYA ZONES

a) Mt Kenya Zone
b) Isiolo /Marsabit Zone

3) CENTRAL RIFT ZONE

a) Central Rift Zone

4) COAST ZONE

a) Mombasa/ Taveta Zone

5) NORTH RIFT ZONE

a) North Rift Zone

6) WEST KENYA ZONE

a) West Kenya Zone

	7) SOUTH NYANZA ZONE a) South Nyanza Zone **8) NORTH EASTERN ZONE** a) Garissa/Wajir Zone b) Mandera Zone
N	The stand still period starts when the notification to award is sent to the to the bidders
ITT 47.1	Performance security shall be in the sum of ten percent (10%) of the contract value **N/B**. For contracts estimated to cost less than the amount specified in the Public Procurement & Asset Disposal Regulations Performance security shall not be required The Performance Security shall be in the form of a bank guarantee, issued by an authorized financial institution.
ITT 48	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 from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: *Managing Director & CEO* Procuring Entity: *Kenya Power & Lighting Company Plc* Email address*: mdceo-office@kplc.co.ke* In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

1.1 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 are 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. Any error in determining the exchange rates in the Tender may be corrected by KPLC.

1.2 This section contains the criteria that the Employer 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. KPLC should use **the Standard Tender Evaluation Report for non-consultancy services** for evaluating Tenders.

1.3 Evaluation and contract award Criteria

KPLC 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

KPLC will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

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

2.1 Part 1 - Preliminary Evaluation under Paragraph 34.1 of the ITT. *These are mandatory requirements. They shall include confirmation of the following: -*

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

2.1.2 Submission of the following duly completed, signed and stamped forms:

a) Form of Tender

b) Certificate of Independent Tender Determination

c) Declaration Form(s) as hereunder:

i) Confidential Business Questionnaire

ii) Form SD1

iii)Form SD2

d) Declaration and Commitment to the Code of Ethics

e) Form EL1 1.1 – Tenderer Information Form

f) Form EL1 1.2 (if applicable) – Party to JV Information Sheet

g) FORM PER - 1 -Contractor's Representative and Key Personnel Schedule

h) Form PER-2: Resume and Declaration - Contractor's Representative and Key Personnel.
i) FORM FIN – 3.1 -Sources of Finance
j) Financial Situation and Performance Form
k) FORM FIN–3.-Financial Resources
l) FORM EXP -4.2(a) -Specific Service and Contract Management Experience

2.1.3 Submission and considering the following: -

a) *Company or Firm's Registration Certificate*
a) *Valid PSRA registration certificate for the company*
b) *PIN Certificate.*
c) *Valid Tax Compliance Certificate.*
d) *Copy/copies of valid single business permit of area/areas of operation*
e) *Valid SHA Clearance*
f) *Valid NSSF Clearance*
g) *Valid Ministry of Labour Clearance*
h) *Valid data processor certificate of registration from the Office of the Data Protection Commissioner.*
i) *Valid Communications Authority of Kenya Licence for firms offering Security Services*
j) *Valid ISO certification in quality management system and/or any relevant Security management systems from a recognized body in Kenya*

2.1.4 That the Tender is valid for the period required.

2.1.5 Submission and considering the Confidential Business Questionnaire: -

a) *Is fully filled.*
b) *That details correspond to the related information in the bid.*
c) *That the Tenderer is not ineligible as per ITT 3.*

2.1.6 Submission of certificates of good conduct of the individuals involved in the execution of contract.

2.1.7 A bidder with record of unsatisfactory or default in performance obligations in any contract where the factors relating to the non-performance are attributed to the service provider. shall Be considered non responsive. This shall include;

(a) Termination of contract within the last three years
(b) At least two warning letters from KPLC GM Supply Chain during previous contracts.
(c) Any pending liabilities with KPLC in the previous contract.
(d) Any pending litigation with KPLC.

2.1.9 Submission and consideration of relevant and valid insurance covers for;

a). Work injury benefits Policy

b). Contractual liability insurance policy

c) Fidelity Guarantee

2.1.10 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.

2.1.11 Submission of a completed and current CR12 Form (dated within 12 months before date of 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 shareholders/Directors and their shareholding are disclosed.

2.1.12 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 hall 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).

2.1.13 Submission of commentary of compliance to the details of service

2.1.14 Notwithstanding the above, considering any outstanding orders where applicable and the performance capacity indicated by the Tenderer.

NB: Verification shall be undertaken to confirm the authenticity of the above documents before moving to the next stage of evaluation

Tenders will proceed to the Technical Evaluation Stage only if they are found to be compliant with Part 1 above of the Preliminary Evaluation

Part 2 – Technical Evaluation of Tenders

2.2 The Technical Evaluation shall be divided into two (2) stages

i) Preliminary Technical Evaluation

ii) Detailed Technical Evaluation

***2.2.1 Part i - of the Preliminary Technical Evaluation Stage** - The requirements under this stage are Mandatory requirements for participation under each Class*

2.2.1.1 Class A Bidders Requirements:

i. Evidence of providing security services for at least ten (10) years in firms with similar capacity to KPLC. The tenderer shall demonstrate experience in provision of guarding services to Government Installations and large established corporate organizations - The

tenderer shall provide at least four certified reference letters to demonstrate that they have been offering services within the last ten (10) years.

ii. The Tenderer shall demonstrate successful performance of at least Five (5) contracts of comparable scope and complexity undertaken during the **last five years**. The contracts should demonstrate the ability to manage a large, multi-site security operation (Evidence shall include certified contracts). Each of the five contracts provided should be at least Kshs.50,000,000 per year within the last 5 years .

iii. Provide evidence of ownership of rapid response backup system through ownership of rapid response vehicles, communication infrastructure, alarm response, and functioning command and control room. i.e vehicle logbooks, CAK Licence, photos of rapid response vehicles.

iv. The Operations Manager to be assigned to run the contract should possess :

(a) A relevant Security management qualification or equivalent from an Institution recognized in Kenya.
(b) Experience in managing guarding operations for complex organization comparable to KPLC.
(c) Training from disciplined forces such as National Police Service, Kenya defense forces, National Youth Service

v. Provide evidence of ownership of an office or presence within the Zones quoted, including official address and contacts.

2.2.1.2 <u>Class B Bidders Requirements:</u>

(i) Evidence of providing security services for at least Seven (7) years

(ii) Provide at least 3 (three) contracts of similar services rendered within the last three (3) years Each of the three contracts provided should be at least Kshs.25,000,000 per year within the last 3 years .

(iii) Provide evidence of ownership of rapid response backup system through ownership of rapid response vehicles, communication infrastructure, alarm response, and functioning command and control room i.e vehicle logbooks, CAK Licence, photos of the rapid response vehicles.

iv. The Operations Manager to be assigned to run the contract should possess:

(a) A relevant Security management qualification or equivalent from an Institution recognized in Kenya.
(b) Experience in managing guarding operations for complex organization comparable to KPLC.
(c) Training from disciplined forces such as National Police Service, Kenya defense forces, National Youth Service

(iv) Provide evidence of ownership of an office or presence of provision of services within the Zones quoted.

2.2.1.3 Class 'C' Bidders Requirements:

(i). Evidence of providing security services for at least Three (3) years

(ii) Provide at least 3 (three) contracts of similar services rendered within the last three (3) years Each of the three contracts provided should be at least Kshs.6,000,000 per year within the last 3 years.

(iv) Provide evidence of ownership of rapid response backup system through ownership of rapid response vehicles, communication infrastructure, alarm response, and functioning command and control room i.e vehicle logbooks, CAK Licence, photos of the rapid response vehicles.

(v) The Operations Manager to be assigned to run the contract should possess:

(a) A relevant Security management qualification or equivalent from an Institution recognized in Kenya.
(b) Experience in managing guarding operations for complex organization comparable to KPLC.
(c) Training from disciplined forces such as National Police Service, Kenya defense forces, National Youth Service

(vi) Provide evidence of ownership of an office or presence of provision of services within the Zones quoted.

2.2.2 Part ii – Preliminary Technical Evaluation (Compliance to Details of service Technical Evaluation). These are mandatory requirements.

They shall include Verification of the following

2.2.2.1 Tenderers shall be expected to indicate full compliance to Details of Service.

2.2.2.2 Evaluation of Demonstration of ability of the offered service, to comply with the Details of Service (where required).

2.2.2.3 Identifying and determining any deviation(s) from the requirements; errors and oversights.

2.2.2.4 Confirmation of compliance of previous contract(s) in accordance with its/ their terms and conditions where applicable.

2.2.2.5 Considering Audited financial statements are those that are reported within eighteen (18) calendar months of the date of the tender document and confirming the auditors practicing license number (NB: Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report.). For companies that are registered or incorporated within the last one-year calendar of the date of tender document, the bank statements submitted covering a period of at least six months prior to the date of the tender document. The copies should be certified by Bank issuing the statements. The certification should be original).

Note; *Bidders who will not meet the mandatory requirements for each class and Details of Service shall not proceed to the Detailed Technical Evaluation*

2.2.3 Detailed Technical Evaluation (Scoring Criteria).

The scoring will be based on a maximum score of 100 marks,

i. *Tenderers must have attained a score of **90% marks** and above for Class A bidders*
ii. *Tenderers must have attained an overall score of **85% Marks** and above for Class B bidders.*
iii. *Tenderers must have attained an overall score of **80%** Marks and above for Class C bidders.*

TECHNICAL EVALUATION REQUIREMENTS SCHEDULE:

	Description of Criteria	Requirements	MAXIMUM SCORE (100 MARKS)
1.	**Company Profile**		
A	**CLASS A** Number of years that the firm has been providing security services. 1. Above 10 years – (8 marks) 2. 10-years (7) **CLASS B** Number of years that the firm has been providing security services. **1.** Above 7 years– (8 marks) **2.** 7 years – (7Marks) **CLASS C** Number of years that the firm has been providing security services. **1.** Above 3 Years – (8 marks) **2.** 3 years (7 Marks)	Certificate of Incorporation	**8**
B(i)	Capacity of bidder to handle Class A assignments (4 marks for each contract) a) Above 100 Million – 20 Marks b) Above 50 - 100 million– 18 marks c) Upto 50 Million -16 Marks	1) Provide copies of 5 (five) contracts of at least Ksh. 50,000,000 each per year in Government Installations and large established corporate organizations or equivalent to KPLC for the last 5 years.	**20**
(ii)	Capacity of bidder to handle Class B assignments (4 marks for each contract) a) Above 50 Million – 20 Marks b) Above 25 - 50 million– 18 marks c) Upto 25 Million -16 Marks	*Provide copies of Five (5) contracts amounting to Kshs 25 Million* each per year for the last 3 years.	
	Capacity of bidder to handle Class C assignments (4 marks for each contract) a) Above 25 Million – 20 Marks b) Above 10 - 25 million– 18 marks c) Upto 10 Million -16 Marks	*Provide copies of Five (5) contracts amounting to Kshs 10,000,000* each per year for the last 3 continuous years.	
C	Evidence of guard force strength between; **CLASS A** a) 100 to 200 (10 marks) b) 201 to 300 (13marks) c) over 301 (15 marks) **CLASS B** a) 50 to 100 (10 marks) b) 101 to 200 (13 marks)	Attach certified documentary evidence • NSSF, SHA and PAYE remittances for the last one year	**15**

	c) over 200 (15 marks) **CLASS C** a) 20 to 50 (10 marks) b) 51 to 100 (13 marks) c) over 100 (15 marks)		
D	• Provide Evidence of Current ISO certification in Security Management and/or Quality Management System from an accredited body. (2 marks) • Proof of most current process to certification from an accredited body. (1 marks)	**Attach copy of certificate**	**2**
	Total		**45**
2.	**Personnel Competency Profiles**		
a	Submit your firm's organizational chart of key supervisory personnel that will manage this contract, with a summary of their qualifications.	**(Attach Organizational Chart)**	**2**
b	Provide evidence of appropriate academic qualifications of key personnel. **a) Head of Operations** Graduate level - 5 marks Diploma – 3 marks **b) Head of Human Resources** Graduate level - 4 marks Diploma - 3 marks a) Head of Training Graduate level - 4 marks Diploma – 3 marks	**Attach Copies of academic certificates**	**13**
c	a) Letter from employer to confirm that the Operations Manager shall be available for the assignment (1 marks) b) Letter from employer to confirm that the Human Resource Manager shall be available for the assignment (1 marks)	**Attach letters of confirmation of availability**	**2**
d	Provide framework for; 1) Guards' duty Rostering Methodology (2 marks) 2) Recruitment policy (1 mark) 3) Training schedule (1 mark) 4) Training curriculum (1mark) 5) Training policy (1 mark) Provide documented procedures on 6) Incidence Management ats (2 marks)	**Attach documents to demonstrate;** **-Guards deployment, guard relieving and off duty.** **-Recruitment policy document** **-Training schedules** **-Training curriculum** **-Training policy** **-Documented Procedures on Incidence Management**	**8**

d	Demonstration of professional qualification for; a) Head of operations (2 marks) b) Head of HR (2 marks) c) Head of Training (2 Marks)	**Attach valid certificate from a recognized professional body.**	**6**
	Total		**31**
3.	**Physical Facilities and Operational tools**		
A	Proof of running fleet capacity – Branded **motor vehicles** dedicated to security operations i) **Class A** (attach copies of 10 logbooks) - 10 marks (1 marks each) **ii) Class B and C** (attach copies of 5 logbooks) - 10 marks (2 marks each) **N/B:** For Leased vehicles provide copies of leasing contracts	-Attach **copies of logbooks** owned or leased (with lease agreement) - Attach corresponding photos with registration numbers visible	**10**
B	Provide evidence of **vaccinated and trained dogs** i) **Class A** (evidence of 15 dogs) (approx. i) Above 15 Dogs – 3 marks ii) 10- 15 dogs – 2 Marks iii) Less than 10 marks – 1 Mark **ii) Class B and C** (evidence of 5 dogs) i) Above 5 Dogs – 3 marks ii) 2- 5 dogs – 2 Marks iii) Less than 2 marks – 1 Mark Provide proof of ownership of dog carrier	Current and authentic copies of vaccination certificates indicating the dog's clinic and their respective address, dog's training certificate Provide logbook for carrier & Photos	**3** **1**
C	Provide evidence of technical capacity Proof to be provided i)(Guard Tracking/Monitoring System-(3 marks) ii) Communication infrastructure -(3 marks) iii) Command & control room) -(4 marks).	-Attach licences/certificates and corresponding photos.	**10**
			24
			100

Summary of requirement Scores

The table below gives overall summary of the scoring criteria.

	Description of Criteria	Maximum Score
1	Company Profile and Capacity	**`45**
2	Personnel Competency Profiles	**31**
3	Physical Facilities and Operational tools	**24**
	Total Score	**100**

Tenders will proceed to the Financial Evaluation only if they meet the minimum required Score for each Class as indicated;

i. Tenderers must have attained a score of 90% marks and above for Class A bidders
ii. Tenderers must have attained an overall score of 85% and above for Class B bidders.
iii) Tenderers must have attained an overall score of 80% and above for Class C bidders.

Part III – Financial Evaluation Criteria. These are mandatory requirements.

3.3.6 This will include the following: -

a) Confirming that the bidders have only tendered/quoted for either class A, B or C

b) Checking of Regions and Zones quoted.

c) Checking that Bidders have quoted for temporary guarding services in all zones bidded.

d) Confirmation of duly completed, signed, and stamped rates Schedule.

e) Confirming that the Tenderer's quoted prices are inclusive of VAT

f) Check for any other deviation(s) in prices from the tender requirements

g) 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.

3.3.7 Confirming the following: -

3.3.7.1 That the Service Provider's offered Terms of Payment meets Kenya Power's requirements.

3.3.7.2 The tenderer will be required to provide evidence a Minimum average annual turnover which should be 1.5 of the total Recommended Contract Price for allocated zones calculated as total certified payments received for contracts of services offered within the last 5 years and show evidence of reliable source of funding either own or support from lenders / banks

3.3.7.2 That the bidder's quoted prices shall comply with the gazetted government minimum wage guidelines of May 2026. For avoidance of doubt, the bidder shall be required to declare from the quoted price the salary to be paid to the guards while factoring in statutory deductions through the table below:

Zone	Price Quote	SHIF	PAYE	Housing Levy	NITA	NSSF	Salary

3.4 Award Criteria

3.4.1 This is a multiple award tender, where only the responsive bidders determined to be successful in the preliminary, technical and financial evaluation stages will be awarded as guided in ITT 41 in the Tender Data Sheet and as indicated below

i. *Bidders will be Allowed to Bid under **one class** Only i.e either **A or B or C***

ii. *A bidder is allowed to bid for all the zones in class A and C,*

iii. *For Class B, a bidder will be required to bid for a maximum of eight (8) zones.*

iv. *Bidders shall be awarded the Zone where they are the Lowest evaluated bidder.*

v. *A bidder shall be awarded a maximum of two (2) zones in which they are the lowest evaluated bidder. Where a bidder is the lowest evaluated bidder in more than two (2) zones, the bidder shall be awarded the two (2) zones with the highest number of guards, and the remaining zones shall be considered for award to the next lowest evaluated bidder(s), in accordance with the applicable award criteria*

vi. *In making subsequent awards, the quoted price of the next lowest evaluated bidder shall not exceed the price quoted by the lowest evaluated bidder for the respective zone by more than 25%. Where the next lowest evaluated bidder's quoted price exceeds this threshold, the award shall revert to the lowest evaluated bidder for that zone, notwithstanding the maximum limit of two (2) zones, where necessary to ensure compliance with this price threshold.*

vii. *Where a bidder is the lowest in more than two of the quoted zones, the bidder shall be awarded the two Zones with the highest number of guards.*

viii. *Where there is a tie in a zone, the Highest Scored bidder in the technical evaluation for the respective class will be awarded.*

ix. *Bidders shall be awarded the zone in full for proper management of the services*

x. *Upcoming assignments within the zone shall be awarded to the successful bidder within the zone upon completion*

3.5 Temporary Guarding Services

3.5.1 Bidders shall be awarded temporary guarding services within allocated zones.

3.5.2 Payment rates for temporary guarding services shall only apply for deployment of less than a month. Payment rates for deployment beyond one month shall be based on monthly quoted rates.

3.5.3 Where a service provider is unable to provide services, the service provider in the neighbouring zone will be considered for deployment on temporary basis.

***NOTES*: -**

1. *Prices shall be in Kenya Shillings only.*
2. *Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.*
3. *For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements.*
4. *All attached documents should be serialised, stamped and signed, and marked with separators before uploading*

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.

ii) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

a) Tenderer's Eligibility-Confidential Business Questionnaire

b) Certificate of Independent Tender Determination

c) Self-Declaration of the Tenderer

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

To:_____**[*insert complete name of Procuring Entity*]**

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by KPLC based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;

d) **Conformity:** We offer to provide the Non-Consulting Services inconformity with the tendering document of the following:[*insert a brief description of the Non-Consulting Services*];

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: *[Insert one of the options below as appropriate]*

Option1, 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*];

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered.*]

ii) 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*];

Tender Validity Period: Our Tender shall be valid for the period **210 day**s as specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

g) **Performance Security:** If our Tender is accepted, we commit to obtain a

Performance Security in accordance with the tendering document;

h) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) a s a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

i) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract,are not subject tto,and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

j) **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 4.6*];

k) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

a) *[Delete if not appropriate, or amend to suit]*We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

l) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **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.

p) **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.

q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

i) Tenderer's Eligibility; Confidential Business Questionnaire–to establish we are not in any conflict to interest.

ii) Certificate of Independent Tender Determination–to declare that we completed the tender without colluding with other tenderers.

iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

iv) 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*]

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction 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 Procuring Entity	KPLC
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 (*postal and physical addresses, email, and telephone number*) 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 (*postal and physical addresses, email, and telephone number*) 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.

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 KPLC.

i) Are there any person/persons in…….....…… (*Name of Procuring Entity)* who has/have an interest or relationship in this firm?
Yes/No…….....……

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly 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 KPLC regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, 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 KPLC 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 KPLC who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to KPLC throughout the tendering process and execution of the Contract?		

Certification

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

FullName

_____

Title or Designation

_____

_____ _____

(Signature) *(Date)*

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the **KENYA POWER & LIGHTING COMPANY PLC** *[Name of KPLC]* 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:

i). I have read and I understand the contents of this Certificate;

ii). I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

iii). I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

iv). 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;

v). 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 in to 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;

vi). 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;

vii). 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;

viii). 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, which ever 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]

N/B Item No. 5 must be checked/ticked appropriately.

iii) 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 KPLC)* 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 deponed 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 KPLC)* 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 Management, Staff and/or employees and/or agents of……. *(insert name of KPLC)* which is KPLC.

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 KPLC)*

4. THAT the aforesaid Bidder will not engage /has not engaged in any collusive practice with other bidders participating in the subject tender

5. THAT the aforesaid bidder is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

6. THAT THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act

7. THAT the aforesaid bidder does not have any conflict of interest or pecuniary interest with any other tenderer participating in this tender

8. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

……. ……. ……
(Title) (Signature) (Date)

…….
Bidder's Official Stamp

Date _____

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

KENYA

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…….....

iv) APPENDIX1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 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.

2. Requirements

2.1 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 1.1above.

2.2 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 be low 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 sub section (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 KPLC under subsection (7) does not limit any legal remedy KPLC may have;

3. An employee or agent of KPLC or a member of the Board or committee of KPLC 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 tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. 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 KPLC;

4.1 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 a warding officer. etc.

In compliance with Kenya's laws, regulations and policies mentioned above, KPLC:

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:

a) 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

b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

c) 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 KPLC 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 he procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] 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 Act sand 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 inspect[2] 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.

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[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 rendering, 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 KPLC 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 there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

2. TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

ITT No.:..... *[insert number of Tendering process]*

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

1. Tenderer's Name: .....*[insert Tenderer's legal name]*

2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV]*

3. Tenderer's actual or intended country of registration: .....*[insert actual or intended country of registration]*

4. Tenderer's year of registration: .....*[insert Tenderer's year of registration]*

5. Tenderer's Address in country of registration: .....*[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information

Name: .....*[insert Authorized Representative's name]*

Address.....*[insert Authorized Representative's Address]*

Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*

Email Address:.....*[insert Authorized Representative's email address]*

7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

☐ 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 4.4.

☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:

i) Legal and financial autonomy

ii) Operation under commercial law

iii) Establishing that the Tenderer is not under the supervision of the agency of KPLC

☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. *TENDERER'S JV MEMBERS INFORMATION FORM- NOT APPLICABLE*

[The Tenderers hall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

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

ITT No.: ..... *[insert number of Tendering process]*

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

1. Tenderer's Legal Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's Legal name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: _____ *[insert JV's Member year of registration]*
5. Tenderer's JV Member's Legal address in country of registration:_____ *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information _____ Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]*_____ Telephone/Fax numbers: _____ *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: _____ *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ 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 KPLC, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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_____(herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after 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 thereto 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 onor before that date.

_____

[signature(s)]

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

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 he 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

6 *FOREIGN TENDERERS 40% RULE*

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

Item	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

7. FORM EQU: 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 ☐ Owned ☐ Rented ☐ Leased ☐ 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	

8. 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:	[*insert the whole period (start and end dates) for which this position will be engaged*] ---------- **e.g. 01.09.2021 30.08.2022**
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*] ---------- **e.g. six (6) months**
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] ---------- **e.g. six (6) months**
2.	**Title of position:**	*[ ] **e.g. Lead Auditor etc.***
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*] ---------- **e.g. 01.09.2021 30.08.2022**
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*] ---------- **e.g. 01.09.2021 30.08.2022**
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] ---------- **e.g. six (6) months**
3.	**Title of position:**	**[ ]**
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:** *[ ]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

9. FORM PER-2:

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

Name of Tenderer

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
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**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

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:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

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):

_____

_____

Countersignature of authorized representative of the Tenderer:

Signature:

_____

Date: (day month year):

_____

TENDERERS 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.

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: *[indicate country of Constitution]*
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 ☐ 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 4.4 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of KPLC 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

11. 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 ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ 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 KPLC, in accordance with ITT 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

12. 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			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* 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)**
[insert year]	*[insert amount and percentage]*	Contract Identification: _____ *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: _____ *[insert full name]* Address of Procuring Entity: _____ *[insert street/city/country]* Reason(s) for nonperformance: _____ *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ 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: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: Name of Procuring Entity: 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

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	*[insert percentage]*	Contract Identification:_____ *[indicate complete contract name, number, and any other identification]* Name of Procuring Entity:_____ *[insert full name]* Address of Procuring Entity:_____ *[insert street/city/country]* Matter in dispute: _____ *[indicate main issues in dispute]* Party who initiated the dispute: _____ *[indicate "Procuring Entity" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Financial Situation and Performance

Tenderer's Name:_____

Date:_____ JV

Member's Name_____ ITT No. and

title:_____

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

13. FORM FIN – 3.1:

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		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for_____years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor3.1.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 statements[1] for the_____years required above ; and complying with the requirements

[2] *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.*

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**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

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

15. 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 contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

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

16. 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.

No.	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					

17. FORM EXP-4.1

General 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: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

18. FORM EXP -4.2(a)

Specific Service 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 ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
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:				
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				

19. FORM EXP-4.2(b)

Experience in Key Activities

Tenderer's Name:_____ Date:_____

Tenderer's JV Member Name:_____ Sub-contractor's

Name[3] (as perITT35):_____ 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 ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
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				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

[3] *If applicable*

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

Activity No. Two 3. ……

1. Proposed Work Plan.

Activity	Proposed timeline

2. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)

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 Tenderer Information Form*]

For the attention of Tenderer's Authorized Representative

Name: .....*[insert Authorized Representative's name]*

Address: .....*[insert Authorized Representative's Address]*

Telephone numbers: .....*[insert Authorized Representative's telephone/fax numbers]*

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.]

DATE OF TRANSMISSION:..... This Notification is sent by: [*email/fax*] on [*date*] (local time)

Procuring Entity: .....*[insert the name of KPLC]*

Contract title:..... *[insert the name of the contract]*

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:

a) Request a debriefing in relation to the evaluation of your Tender, and/or

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

I). The successful Tenderer

:	*name of successful Tenderer*]
ess:	*address of the successful Tenderer*]
act price:	*contract price of the successful Tender*]

ii). Other Tenderers [INSTRUCTIONS: insert 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.]

of Tenderer	**Tender price**	**Evaluated Tender price (if applicable)**
[*insert name*]	*Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]

iii). How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

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 (3)Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: .....[*insert full name of person, if applicable*]

Title/position: .....[*insert title/position*]

Agency: .....[*insert name of Procuring Entity*]

Email address:..... [*insert email address*]

If your request for a debriefing is received within the3Business Days deadline, we will provide the debriefing within five (5) 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 (5) Business 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.

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.

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) Business Days from the date of publication of the Contract Award Notice.

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [*insert date and time*].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement- related Complaint as follows:

Attention:.....[*insert full name of person, if applicable*]

Title/position:..... [*insert title/position*]

Agency: .....[*insert name of Procuring Entity*]

Email address:..... [*insert email address*]

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 Stand still Period and received by us before the Stand still Period ends.
In summary, there are four essential requirements:

1. 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.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke or info@pprqa.go.ke

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of KPLC:
Signature: _____ ***Name:*** ***Title/position:***
Telephone: _____ ***Email:*** _____

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 KPLC of ……dated the…day of ……20…….in the matter of Tender No……..…of ……..20….. 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 of ……....20….……

SIGNED

Board Secretary

3. LETTER OF NOTIFICATION OF AWARD

[Form head paper of KPLC]

.....*[date]*

To:.....*[name and address of the Service Provider]*

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 Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed

Authorized Signature:

.....

Name and Title of Signatory: .....

Name of Agency:.....

Attachment: Contract

4. FORM OF CONTRACT

[Form head paper of KPLC] **LUMP**

SUM REMUNERATION

This CONTRACT(herein after called the "Contract") is made the *[day]* day of the month of*[month]*,*[year]*, between, on the one hand,*[name of Procuring Entity]*(herein after called the "Procuring Entity") and, on the other hand, *[name of Service Provider]*(hereinafter called the" Service Provider").

[***Note**: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:*"…(herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to KPLC for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]*and*[name of Service Provider]*(herein after called the "Service Provider").]

WHEREAS

a) KPLC has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

b) the Service Provider, having represented to KPLC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
   a) The Form of Acceptance;
   b) The Service Provider's Tender
   c) The Special Conditions of Contract;
   d) The General Conditions of Contract;
   e) The Specifications;
   f) The Priced Activity Schedule; and
   g) The following Appendices: [***Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Subcontractors
Appendix D: Breakdown of Contract Price
Appendix E: Services and Facilities Provided by KPLC

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

INWITNESSWHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of_____*[name of Procuring Entity]*

_____*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

_____*[Authorized Representative]*

[***Note** :If the Service Provider consists of more than one entity, all these entities should appear as*

signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

.....*[name of member]*

.....*[Authorized Representative]*

..... *[name of member]*

.....*[Authorized Representative]*

4. FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in*

this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor

Form head or SWIFT identifier code]

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.*:* .....*[Insert identification No if this is a Tender for an alternative]* **Date:** .....*[Insert date of issue]*

TENDER GUARANTEE No.:.....*[Insert guarantee reference number]*

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

We have been informed that_____*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]*(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of_____under Request for Tenders No. _____(“The ITT”).

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

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 Form of Tender (“the Tender Validity Period”), or any extension there to provide 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 thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers (“ITT”) of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; 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.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[Signature(s)]

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

5. FORM OF TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:.....*[date (as day, month and year)]*

ITT No.: .....*[number of Tendering process]*

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

To:..... *[complete name of Procuring Entity]* We, the undersigned,

declare that: We understand that, according to your conditions, Tenders must be supported by a Tender-

Securing Declaration.
We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with KPLC for the period of time of *[number of months or years]*starting on *[date],*if we are in breach four obligation(s) under the Tender conditions, because we:

a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or

b) having been notified of the acceptance of our Tender by KPLC during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* _____

_____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer**

_____

Title of the person signing the Tender

_____

Signature of the person named above

_____

Date signed

_____

day of _____

*: 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 attached to the Tender

*[**Note:** In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.*

SECTION VII

PART II – PROCURING ENTITY'S REQUIREMENTS

DETAILED PRICE SCHEDULE

GUARDING ASSIGNMENTS & UPCOMING INSTALLATIONS

CLASS A – GUARDING ASSIGNMENTS

NAIROBI NORTH ZONE – CLASS 'A' ASSIGNMENTS

NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL	UNIT PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT INCL.)	FIRM
1	Stima Plaza	Supervisor	1	**1**	2				
2	Stima Plaza	Guards	21	**11**	32				
3	Stima Plaza Control room	Guards	3	**3**	6				
4	MD's Residence	Guards	1	1	2				
5	MD's Residence	Dog + Handler	0	1	1				
6	National Control Centre	Supervisor	1	1	2				
7	National Control Centre	Guards	6	6	12				
8	National Control Centre	Dog + Handler	0	1	1				
9	National Control Centre (Staff Residential)	Guards	1	2	3				
10	Electricity Hse NRB	Supervisor	1	1	2				
11	Electricity Hse NRB	Guards	25	16	41				
		TOTALS	**60**	**44**	**104**				

MT. KENYA/THIKA ZONE – CLASS 'A' ASSIGNMENTS

NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL	UNIT PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT INCL.)	FIRM
1	Stima House Nyeri	Guards	7	6	**13**				
2	Stima House Nyeri	Supervisor	1	1	**2**				
3	Diana Centre	Supervisor	1	1	**2**				
4	Diana Centre	Guards	4	3	**7**				
5	Kiganjo Control Center/132 KVA SS	Guards	5	4	**9**				
6	Kiganjo Control Center/132 KVA SS	Supervisor	1	1	**2**				
7	Kiganjo Control Center/132 KVA SS	Dog + Handler	0	1	**1**				
8	Kiganjo Stores	Guards	3	3	**6**				
9	Kiganjo Stores	Supervisor	1	1	**2**				
10	Kutus 132 S/Stn	Guards	2	3	**5**				
11	Kutus 132 S/Stn	Dog + Handler	0	1	**1**				
12	Kamburu 220 S/Stn	Guards	2	3	5				

13	Nanyuki 132 KVA Sub Station	Guards	2	2	4				
14	Nanyuki 132 KVA Sub Station	Dog + Handler	0	1	1				
15	Kiambere	Guards	2	2	4				
16	Thika E House	Guards	8	3	**11**				
17	Thika E House	Supervisor	1	1	**2**				
18	Thika Depot Stores	Guards	6	3	**9**				
19	Thika Depot Stores	Supervisor	1	1	**2**				
20	Thika Depot Stores	Dog + Handler	0	1	**1**				
21	Ndenderu/Nairobi North–220/66 Kv Substation	Dog + Handler	0	1	1				
22	Ndenderu/Nairobi North–220/66 Kv Substation	Guards	3	3	6				
23	Limuru Depot	Dog + Handler	0	1	1				
24	Limuru Depot	Guards	2	2	4				
25	Limuru Depot	Supervisor	1	1	2				
26	Limuru Commercial Office (Ushirika Plaza)	Guards	2	2	4				
	TOTAL		**55**	**53**	**108**				

WEST KENYA/SOUTH NYANZA ZONE – CLASS 'A' ASSIGNMENTS									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Electricity House Kisumu	Control Room	1	1	2				
2	Electricity House Kisumu	Guards	12	6	18				
3	Electricity House Kisumu	Supervisor	1	1	2				
4	Mamboleo Control Centre	Guards	1	2	3				
5	Mamboleo Stores & Pole Yard	Guards	5	4	9				
6	Mamboleo Control Centre, Stores & Pole Yard	Dog + Handler	0	1	1				
7	Ondiek road Parking & S/Quarters	Guards	1	2	3				
8	Karume Road StaffQ & Wshop	Guards	5	6	11				
9	E/Hse Kakamega	Guards	7	5	12				
10	E/Hse Kakamega	Supervisor	1	1	2				
11	E-Hse Kakamega Control Room	Guards	1	1	2				
12	Musaga 132KV substation	Guards	2	2	4				
13	Webuye Panpaper Substation 132	Guards	1	2	3				
14	Kisii Office	Guards	3	3	6				
15	Kisii Banking Hall	Guards	3	3	6				
16	Kisii Banking Hall	Supervisor	1	1	2				
17	Kisii Stores	Guards	5	3	8				

18	Kisii stores	Supervisor	1	1	2				
19	Kegati 132kv S/stn	Supervisor	1	1	2				
20	Kegati 132kv S/stn	Guards	4	4	8				
	TOTAL		**56**	**50**	**106**				

UPCOMING ASSIGNMENTS – CLASS A									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
	Nil		0	0	0				
TOTAL – UPCOMING			**0**	**0**	**0**				

TEMPORARY GUARDING RATES – CLASS A (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

NAIROBI SOUTH ZONE – CLASS 'A' ASSIGNMENTS									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Isiolo Road Bulk stores	Guards	6	8	14				
2	Isiolo Road Bulk stores	Dog + Handler	0	1	1				
3	Likoni Road 90 Mva	Guards	2	2	4				
4	Likoni Road 90 Mva	Dog + Handler	0	1	1				
5	Nairobi South Depot/Staff qtrs.	Guards	16	10	26				
6	Nairobi South Depot/Staff qtrs.	Dog + Handler	0	3	3				
7	Nairobi South Depot/Staff qtrs	Supervisor	1	1	2				
8	Athi-River (Portlands) Sub Station	Dog + Handler	0	1	1				
9	Athi-River (Portlands) Sub Station	Guards	1	2	3				
10	Athi-River 220 Sub station	Guards	2	2	4				
11	Athi-River 220 Sub station	Dog + Handler	0	1	1				
12	Embakasi 220 Transmission stn	Guards	4	5	9				
13	Embakasi 220 Transmission stn	Dog + Handler	0	1	1				
14	Embakasi 220 Transmission stn	Supervisor	1	1	2				
15	Embakasi 220 Kengen site	Dog + Handler	0	1	1				
16	Embakasi 220 Kengen site	Guards	2	2	4				
17	City Centre S/Stn	Guards	3	5	8				
	TOTAL		**38**	**47**	**85**				

IESR/RUARAKA/ROYSAMBU ZONE – CLASS 'A' ASSIGNMENTS									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	IESR	Supervisor	1	1	**2**				
2	Live-Line Gate And Facilities	Guards	2	2	**4**				
3	Backyard/Prawler/Class Rooms/Quarters	Guards	2	2	**4**				
4	Store	Guards	1	1	**2**				
5	Delivery	Guards	1	1	**2**				
6	Reception	Guards	1	1	**2**				
7	Main Gate	Guards	3	3	**6**				
8	IESR	Dog + Handler	0	1	**1**				

9	Ruaraka Complex	Supervisor	1	1	**2**				
10	Ruaraka Complex	Guards	16	9	**25**				
11	Ruaraka Complex	Dog + Handler	0	1	**1**				
12	Roysambu Depot	Supervisor	1	1	**2**				
13	Roysambu Depot	Dog + Handler	0	1	**1**				
14	Roysambu Depot	Guards	9	7	**16**				
15	Thika rd 220 kv s/stn	Guards	3	3	**6**				
16	Thika rd 220 kv s/stn	Dog + Handler	0	1	**1**				
	TOTAL		**41**	**36**	**77**				

CENTRAL RIFT ZONE – CLASS 'A' ASSIGNMENTS									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Electricity House Nakuru	Supervisor	1	1	**2**				
2	Electricity House Nakuru	Guards	12	5	**17**				
3	Lanet Depot/sub-station	Guards	6	6	**12**				
4	Lanet Depot/sub-station	Supervisor	1	1	**2**				
5	Lanet Depot/sub-station	Dog + Handler	0	1	**1**				
6	Nakuru Industrial area Sub Station	Guards	1	2	**3**				
7	Nakuru Industrial area depot	Guards	3	3	**6**				
8	Naivasha 132 KVA	Guards	4	3	**7**				
9	Naivasha 132 KVA	Supervisor	1	0	**1**				
10	Naivasha 132 KVA	Dog + Handler	0	1	**1**				
11	Makutano sub-station 132 KVA	Guards	2	3	**5**				
12	OLKaria SubStation - 220KVA	Guards	2	2	**4**				
13	Chemosit 132/33kv s/s /Pole Yard	Guards	4	3	**7**				
14	Chemosit 132/33kv s/s /Pole Yard	Dog + Handler	0	1	**1**				
15	Muhoroni 132/33kv s/s	Guards	2	2	**4**				
16	Muhoroni 132/33kv s/s	Dog + Handler	0	1	**1**				
17	Kericho Store/Sub Station	Guards	3	3	**6**				
18	Nyahururu store/Sub Station	Supervisor	1	0	**1**				
19	Nyahururu store/Sub Station	Guards	3	3	**6**				
	TOTALS		**46**	**41**	**87**				

COAST ZONE – CLASS 'A' ASSIGNMENTS									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	E/House Msa	Guards	23	12	35				
2	E/Hse MSA	Supervisor	1	1	2				
3	Mbaraki Depot	Guards	15	12	27				
4	Mbaraki Depot	Dog + Handler	0	1	1				
5	Mbaraki Depot	Supervisor	1	1	2				
6	Rabai Control	Guards	6	5	11				
7	Rabai Control	Supervisor	1	0	1				
8	Rabai Control	Dog + Handler	0	1	1				
	TOTAL		**47**	**33**	**80**				

NORTH RIFT ZONE – CLASS 'A' ASSIGNMENTS									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	KVDA Eldoret Offices	Guards	6	3	**9**				
2	KVDA Eldoret Offices	Supervisor	1	0	**1**				
3	Oloo Street Banking Hall & Emergency	Guards	4	4	**8**				
4	Oloo Street Banking Hall & Emergency	Supervisor	1	0	**1**				
5	Eldoret Depot	Guards	6	5	**11**				
6	Eldoret Depot	Supervisor	1	0	**1**				
7	Eldoret depot	Dog + Handler	0	1	**1**				
8	Rivatex Control Station	Guards	1	2	**3**				
9	Rivatex Pole and TX Yard	Guards	4	3	**7**				
10	Rivatex Pole and TX Yard	Supervisor	1	1	**2**				
11	Rivatex Pole and TX Yard	Dog + Handler	0	1	**1**				
12	Eldoret Sub Station	Guards	1	0	**1**				
13	Kitale Depot	Guards	4	4	**8**				
14	Kitale Sub station	Guards	1	1	**2**				
15	Lessos Control Centre	Guards	6	6	**12**				
16	Lessos Control Centre	Supervisor	1	0	**1**				
17	Lessos Control Centre	Dog + Handler	0	1	**1**				
	TOTAL		**38**	**32**	**70**				

UPCOMING ASSIGNMENTS – CLASS A									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
	Nil		0	0	0				
TOTAL – UPCOMING			**0**	**0**	**0**				

TEMPORARY GUARDING RATES – CLASS A (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

SUMMARY OF CLASS A

SUMMARY FOR – CLASS A			
NAIROBI NORTH ZONE – CLASS 'A' ASSIGNMENTS			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	3	3	6
Guards	57	39	96
Dog Handler	0	2	2
TOTAL	**60**	**44**	**104**
MT. KENYA/THIKA ZONE – CLASS 'A' ASSIGNMENTS			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	7	7	14
Guards	48	39	87
Dog Handler	0	7	7
TOTAL	**55**	**53**	**108**
WEST KENYA/SOUTH NYANZA ZONE – CLASS 'A' ASSIGNMENTS			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	5	5	10
Guards	51	44	95
Dog Handler	0	1	1
TOTAL	**56**	**50**	**106**
GRAND TOTAL – CLASS A			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	15	15	30
Guards	156	122	278
Dog Handler	0	10	10
TOTAL	**171**	**147**	**318**

SUMMARY FOR– CLASS A			
NAIROBI SOUTH ZONE – CLASS 'A' ASSIGNMENTS			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	2	2	4
Guards	36	36	72
Dog Handler	0	9	9
TOTAL	**38**	**47**	**85**
IESR/RUARAKA/ROYSAMBU ZONE – CLASS 'A' ASSIGNMENTS			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**

Supervisor	3	3	6
Guards	38	29	67
Dog Handler	0	4	4
TOTAL	**41**	**36**	**77**
CENTRAL RIFT ZONE – CLASS 'A' ASSIGNMENTS			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	4	2	6
Guards	42	35	77
Dog Handler	0	4	4
TOTAL	**46**	**41**	**87**
COAST ZONE – CLASS 'A' ASSIGNMENTS			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	3	2	5
Guards	44	29	73
Dog Handler	0	2	2
TOTAL	**47**	**33**	**80**
NORTH RIFT ZONE – CLASS 'A' ASSIGNMENTS			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	5	1	6
Guards	33	28	61
Dog Handler	0	3	3
TOTAL	**38**	**32**	**70**
GRAND TOTAL – CLASS A			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	17	10	27
Guards	193	157	350
Dog Handler	0	22	22
TOTAL	**210**	**189**	**399**

CLASS A SUMMARY							
ZONE	**SUPERVISORS**	**GUARDS**	**DOG HANDLERS**	**TOTAL DAY**	**TOTAL NIGHT**	**TOTAL PERSONNEL**	**REMARKS**
NAIROBI NORTH ZONE	6	96	2	60	44	104	
MT. KENYA/THIKA ZONE	14	87	7	55	53	108	
WEST KENYA/SOUTH NYANZA ZONE	10	95	1	56	50	106	
TOTALS – CLASS A	**30**	**278**	**10**	**171**	**147**	**318**	

CLASS A SUMMARY							
ZONE	**SUPERVISORS**	**GUARDS**	**DOG HANDLERS**	**TOTAL DAY**	**TOTAL NIGHT**	**TOTAL PERSONNEL**	**REMARKS**
NAIROBI SOUTH ZONE	4	72	9	38	47	85	
IESR/RUARAKA/ROYSAMBU ZONE	6	67	4	41	36	77	
CENTRAL RIFT ZONE	6	77	4	46	41	87	
COAST ZONE	5	73	2	47	33	80	
NORTH RIFT ZONE	6	61	3	38	32	70	
TOTALS – CLASS A	**27**	**350**	**22**	**210**	**189**	**399**	

CLASS A – SUMMARY OF PERSONNEL PER ZONE

CLASS A – SUMMARY OF PERSONNEL PER ZONE								
ZONE	**SUPERVISORS**	**GUARDS**	**DOG HANDLERS**	**TOTAL DAY**	**TOTAL NIGHT**	**TOTAL PERSONNEL**	**UPCOMING**	**REMARKS**
NAIROBI NORTH ZONE	6	96	2	60	44	104	0	
MT. KENYA/THIKA ZONE	14	87	7	55	53	108	0	
WEST KENYA/SOUTH NYANZA ZONE	10	95	1	56	50	106	0	
SUB-TOTAL	**30**	**278**	**10**	**171**	**147**	**318**	**0**	
NAIROBI SOUTH ZONE	4	72	9	38	47	85	0	
IESR/RUARAKA/ROYSAMBU ZONE	6	67	4	41	36	77	0	
CENTRAL RIFT ZONE	6	77	4	46	41	87	0	
COAST ZONE	5	73	2	47	33	80	0	
NORTH RIFT ZONE	6	61	3	38	32	70	0	
SUB-TOTAL	**27**	**350**	**22**	**210**	**189**	**399**	**0**	
TOTAL – CLASS A	**57**	**628**	**32**	**381**	**336**	**717**	**0**	

5.1. SUMMARY OF TOTALS PER ZONE – CLASS A

SER	ZONE	TOTAL (KSH) VAT EXCL.	TOTAL (KSH) VAT INCL.
1.	NAIROBI NORTH ZONE		
2.	MT. KENYA/THIKA ZONE		
3.	WEST KENYA/SOUTH NYANZA ZONE		
4.	NAIROBI SOUTH ZONE		
5.	IESR/RUARAKA/ROYSAMBU ZONE		
6.	CENTRAL RIFT ZONE		
7.	COAST ZONE		
8.	NORTH RIFT ZONE		
	TENDER VALUE (KSH)		
NB: Insert the Tender Value (VAT exclusive) on the e-Procurement Portal.			

5.2. COST OF TEMPORARY SECURITY GUARDING SERVICES FOR ONE DAY (12-HOUR SHIFT) – CLASS A

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR SHIFT	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR SHIFT	REMARKS
GUARD				
DOG & DOG HANDLER				

SUPERVISOR				
STANDBY BACKUP VEHICLE				

5.3. COST OF TEMPORARY SECURITY GUARDING SERVICES FOR ONE DAY (12-HOUR SHIFT) DURING PUBLIC HOLIDAYS. – CLASS A

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR SHIFT	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR SHIFT	REMARKS
GUARD				
DOG & DOG HANDLER				
SUPERVISOR				
STANDBY BACKUP VEHICLE				

5.4. COST OF TEMPORARY STANDBY SECURITY VEHICLE RATE PER DAY (ONE DAY) – CLASS A

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR SHIFT	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR SHIFT	REMARKS
GUARD				
DOG & DOG HANDLER				
SUPERVISOR				
STANDBY BACKUP VEHICLE				

NAIROBI REGION – GUARDING ASSIGNMENTS (CLASS B)

NAIROBI NORTH ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Gigiri Sub Stn	Guards	1	2	3				
2	Clay City Plot/Store	Guards	1	2	3				
3	Ridgeways Sub Stn	Guards	1	2	3				
4	Steel Billet Sub Stn	Guards	1	2	3				
5	Airforce Sub Stn	Guards	1	2	3				
6	Kitusuru Sub Stn	Guards	1	2	3				
7	Bahati Sub Stn	Guards	1	2	3				
8	Kimathi Sub Stn	Guards	1	2	3				
9	Komarock Sub Stn	Guards	1	2	3				
10	Dara Sub Stn	Guards	1	2	3				
11	Jevanjee Sub Stn	Guards	1	2	3				
12	Muthurwa Sub Stn	Guards	2	2	4				
13	Temple Rd Sub Stn	Guards	1	2	3				
14	Cathedral Sub Stn	Guards	1	2	3				
15	Stima Club	Guards	4	4	8				
16	Stima Club	Supervisor	1	0	1				
17	Westlands Sub Station	Guards	1	2	3				
18	Baba Dogo Sub Stn	Guards	1	2	3				
19	Parklands Sub Station	Guards	1	1	2				
20	Highridge S/Stn	Guards	1	2	3				
21	Fallen Wall On South C Depot	Guards	0	2	2				
22	Exposed Underground Cable Opposite Cathedral S/Station	Guards	1	2	3				
TOTAL			**25**	**43**	**68**				

UPCOMING ASSIGNMENTS – NAIROBI NORTH ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Mwihoko Sub Station	Guards	1	2	3				
TOTAL – UPCOMING			**1**	**2**	**3**				

NAIROBI SOUTH ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	City Stadium sub station	Guards	1	2	3				
2	Industrial Area road sub station	Guards	1	2	3				
3	New Airport sub station	Guards	1	1	2				
4	New Airport sub station	Dog + Handler	0	1	1				
5	Dandora sub station	Guards	2	1	3				
6	Dandora sub station	Dog + Handler	0	1	1				
7	NSSF Substation	Guards	1	2	3				
8	Villa Franca substation	Guards	1	2	3				
9	Villa Franca substation	Dog + Handler	0	1	1				
10	Umoja 23 MVA Sub Station	Guards	1	2	3				
11	Mombasa Road sub station	Guards	1	2	3				
12	Capacitor Bank	Guards	0	1	1				
13	Capacitor Bank	Dog + Handler	0	1	1				
14	Machakos office	Supervisor	0	1	1				
15	Machakos stores	Guards	2	1	3				
16	Machakos sub station/pole yard	Guards	2	2	4				
17	Machakos sub station/pole yard	Dog + Handler	0	1	1				
18	Ruai office	Guards	2	2	4				
19	Tala Sub Station (Nguluni)	Guards	1	2	3				
20	Tala Sub Station (Nguluni)	Dog + Handler	0	1	1				
21	Matuu Sub Station	Guards	1	2	3				
22	Kithyoko Sub Station	Guards	1	2	3				
23	Muka Mukuu sub station	Guards	1	1	2				
24	Muka Mukuu sub station	Dog + Handler	0	1	1				
25	Lukenya plot/pole yard	Guards	2	2	4				
26	Wote Parking Yard	Guards	1	2	3				

27	Wote Stores	Guards	2	2	4				
28	Mtito Andei Sub Station	Guards	1	2	3				
29	Mtito Andei Sub Station	Dog + Handler	0	1	1				
30	Kiboko sub station	Guards	1	1	2				
31	Kiboko sub station	Dog + Handler	0	1	1				
32	Lukenya Sub Station	Guards	2	1	3				
		TOTAL	**28**	**47**	**75**				

UPCOMING ASSIGNMENTS – NAIROBI SOUTH ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Syokimau SGR Sub Station	Guards	2	2	4				
2	Nairobi South Depot Laboratory	Guards	1	1	2				
3	Nairobi South Depot Warehouse	Guards	1	1	2				
4	Mukuru CBO	Guards	1	2	3				
TOTAL – UPCOMING			**5**	**6**	**11**				

NAIROBI WEST ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Ragati substation	Guards	1	1	2				
2	Ragati Office	Guards	3	3	6				
3	Kabete substation	Guards	1	2	3				
4	Nairobi west substation/stores	Guards	7	4	11				
5	Nairobi west substation/stores	Dog + Handler	0	1	1				
6	Karen substation	Guards	1	2	3				
7	Kileleshwa substation	Guards	1	2	3				
8	Langata substation	Guards	1	2	3				
9	Lavington substation	Guards	1	2	3				
10	Karen O&M Office (New)	Guards	1	1	2				
11	Dagoretti substation	Guards	1	2	3				
12	Mamlaka substation	Guards	1	2	3				
1	Magadi S/Station	Guards	1	2	3				

2	Nkoroi substation	Guards	1	2	3				
3	Ngong Office- Milele Mall	Guards	3	2	5				
4	Kajiado substation	Guards	1	2	3				
5	Ngong substation	Guards	1	2	3				
6	Ngong Road substation	Guards	1	2	3				
7	Kitengela EPZ Office	Guards	3	2	5				
8	Loitoktok substation	Guards	1	1	2				
9	Namanga office	Guards	1	2	3				
10	Namanga store	Guards	2	2	4				
11	Kitengela substation	Guards	1	2	3				
12	Kitengela stores	Guards	1	2	3				
13	Kitengela stores	Dog + Handler	0	1	1				
14	Loitoktok stores	Guards	1	2	3				
15	Maasai Mall/Office/store ongata Rongai	Guards	2	2	4				
16	Maasai Mall/yard	Guards	1	2	3				
17	Kajiado Pole yard	Guards	1	2	3				
18	Kisaju sub-station	Guards	2	0	2				
19	Kisaju sub-station	Dog + Handler	0	1	1				
		Total	**43**	**57**	**100**				

NAIROBI REGION SUMMARY – CLASS B			
NAIROBI NORTH ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	0	1
Guards	24	43	67
Dog Handler	0	0	0
TOTAL	**25**	**43**	**68**
NAIROBI SOUTH ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	1	1
Guards	28	45	73
Dog Handler	0	1	1
TOTAL	**28**	**47**	**75**
NAIROBI WEST ZONE			

REQUIRED SUPPLY	DAY	NIGHT	TOTAL
Supervisor	0	0	0
Guards	43	54	97
Dog Handler	0	3	3
TOTAL	**43**	**57**	**100**
GRAND TOTAL CLASS B – NAIROBI REGION			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	1	2
Guards	95	142	237
Dog Handler	0	4	4
TOTAL	**96**	**147**	**243**

TEMPORARY GUARDING RATES – NAIROBI REGION – CLASS B (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

MT. KENYA REGION – GUARDING ASSIGNMENTS (CLASS B)

MT. KENYA WEST ZONE – CLASS B									
NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL	UNIT PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT INCL.)	FIRM
1	Ruringu s/stn	Guards	2	2	4				
2	Sagana falls	Guards	1	2	3				
3	Othaya s/stn	Guards	1	2	3				
4	Mweiga s/stn	Guards	1	2	3				
5	Narumoro s/stn	Guards	1	2	3				
6	Gamerock s/stn/kiganjo 33KVA	Guards	1	2	3				
7	Gamerock s/stn/kiganjo 33KVA	Dog + Handler	0	1	1				
8	Karatina s/stn	Guards	1	2	3				
9	Mukurue-ini s/stn	Guards	1	2	3				
10	Muirungi SS 33KVA (Chinga)	Guards	1	2	3				
11	Kerugoya office	Guards	3	2	5				
12	Kerugoya Office	Supervisor	1	1	2				
13	Kerugoya stores	Guards	3	2	5				
14	Kerugoya s/stn	Guards	1	2	3				
15	Kutus 33 s/stn	Guards	1	2	3				
16	Sagana s/stn	Guards	1	2	3				
17	Mwea 33 s/stn	Guards	1	2	3				
18	Kerugoya/Kagumo 33 s/stn	Guards	1	2	3				
19	Kiamatugu SS	Guards	1	2	3				
20	Kutus stores	Guards	3	4	7				
21	Muranga office	Guards	4	4	8				
22	Murang'a stores	Supervisor	1	1	2				
23	Murang'a stores	Guards	2	3	5				
24	Muranga s/stn	Guards	1	2	3				
25	Makuyu stores	Guards	3	3	6				
26	Makuyu s/stn	Guards	2	2	4				
27	Ng'araria s/stn	Guards	1	2	3				
28	Githambo 33 S/Stn	Guards	1	2	3				
29	Kangema s/stn	Guards	1	2	3				
30	Gatakaini sub station	Guards	1	2	3				

31	Kaharati s/stn	Guards	1	2	3				
TOTAL			**44**	**65**	**109**				

UPCOMING ASSIGNMENTS – MT. KENYA WEST ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
	Nil		0	0	0				
TOTAL – UPCOMING			**0**	**0**	**0**				

MT. KENYA EAST ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Embu office	Guards	6	5	11				
2	Supervisors (Embu office)	Supervisor	1	1	2				
3	Embu east s/stn(Embu Town)	Guards	2	2	4				
4	Muthatari Store/Pole Yard	Guards	3	3	6				
5	Muthatari Store/Pole Yard	Dog + Handler	0	1	1				
6	Embu s/stn(Muthatari)	Guards	1	2	3				
7	Kiambere rpt stn	Guards	1	2	3				
8	Kivaa/Kamburu office	Guards	1	2	3				
9	Kamburu 132 s/stn	Guards	2	2	4				
10	Kamburu 33/11 s/stn	Guards	1	1	2				
11	Kindaruma ss 33 Kva	Guards	1	2	3				
12	Kyeni s/stn 33 KVA	Guards	1	2	3				
13	Embu Ask stand	Guards	1	1	2				
14	Masinga s/stn	Guards	1	2	3				
15	Marima s/stn	Guards	1	2	3				
16	Kajuki Store/Pole Yard	Guards	3	3	6				
17	Kajuki Switching station	Guards	1	1	2				
18	Meru office	Guards	5	4	9				
19	Meru Zone	Supervisor	1	1	2				
20	Kinoru s/stn	Guards	2	2	4				
21	Embori s/stn	Guards	1	2	3				
22	Kianjai s/stn	Guards	1	2	3				
23	Kanyekine s/stn	Guards	1	2	3				

24	Mikinduri 33 s/stn	Guards	1	2	3				
25	Nkuene S/St.	Guards	1	2	3				
26	Nanyuki office	Guards	3	3	6				
27	Nanyuki leave house	Guards	1	1	2				
28	Equator 33 s/stn /stores	Guards	3	4	7				
29	Nanyuki staff qrts	Guards	1	2	3				
		Total	**48**	**61**	**109**				

UPCOMING ASSIGNMENTS – MT. KENYA EAST ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Maua s/stn	Guards	1	2	3				
2	Maua Stores	Guards	2	1	3				
3	Ruiri Stores Meru	Guards	3	3	6				
4	Ruiri Stores Meru	Dog + Handler	0	1	1				
5	Marania substation	Guards	1	2	3				
6	Kiunyu S/St.	Guards	1	2	3				
TOTAL – UPCOMING			**8**	**11**	**19**				

UPCOMING ASSIGNMENTS – ISIOLO/MARSABIT ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Timau office	Guards	1	2	3				
2	Wamba office	Guards	2	2	4				
3	Archers post office	Guards	2	2	4				
TOTAL – UPCOMING			**5**	**6**	**11**				

MT. KENYA REGION SUMMARY – CLASS B			
MT. KENYA WEST ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	2	2	4
Guards	42	62	104
Dog Handler	0	1	1
TOTAL	**44**	**65**	**109**
MT. KENYA EAST ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	2	2	4
Guards	46	58	104
Dog Handler	0	1	1
TOTAL	**48**	**61**	**109**
GRAND TOTAL CLASS B – MT. KENYA REGION			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	4	4	8
Guards	88	120	208
Dog Handler	0	2	2
TOTAL	**92**	**126**	**218**

TEMPORARY GUARDING RATES – MT. KENYA REGION – CLASS B (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

CENTRAL RIFT REGION – GUARDING ASSIGNMENTS (CLASS B)

NAKURU/KERICHO/NAROK ZONE – CLASS B									
NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL	UNIT PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT INCL.)	FIRM
1	Kabarak Sub-station	Guards	1	2	3				
2	Mwariki Sub Station	Guards	1	2	3				
3	Rongai sub-station	Guards	1	2	3				
4	Njoro sub-station	Guards	1	2	3				
5	Elburgon Sub-station	Guards	1	2	3				
6	Olbanita substation	Guards	1	2	3				
7	Bahati sub-station	Guards	1	2	3				
8	Subukia sub-station	Guards	1	2	3				
9	Kikopey Sub-station	Guards	1	2	3				
10	Naivasha office	Guards	4	3	7				
11	Naivasha yard	Guards	1	2	3				
12	Marula Sub-station	Guards	1	2	3				
13	DCK sub-station	Guards	1	2	3				
14	Standard Gauge Railway Sub station	Guards	1	2	3				
15	Molo Sub Station	Guards	1	2	3				
16	Soilo Sub Station	Guards	1	2	3				
17	Kihoto Sub Station	Guards	1	2	3				
18	Kericho office	Guards	2	2	4				
19	Londiani sub-station	Guards	1	2	3				
20	Chepseon sub-station	Guards	1	2	3				
21	Kitco Jamjii sub-station	Guards	1	1	2				
22	Kitco Jamjii sub-station	Dog + Handler	0	1	1				
23	Litein s/stn	Guards	1	2	3				
24	Sosiot Substation	Guards	1	2	3				
25	Kabianga Sub Station	Guards	1	2	3				
26	Narok office/stores/Sub station Supervisor	Supervisor	1	1	2				
27	Narok sub-station/Stores	Guards	2	3	5				
28	Narok pole yard	Guards	1	2	3				
29	Ngema 66Kv	Guards	1	2	3				
30	Olulunga Sub Station	Guards	1	2	3				

TOTAL			**34**	**59**	**93**				

UPCOMING ASSIGNMENTS – NAKURU/KERICHO/NAROK ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Changoi s/station	Guards	1	2	3				
TOTAL – UPCOMING			**1**	**2**	**3**				

BOMET / BARINGO / NYANDARUA ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Bomet sub/station /Store	Guards	3	3	6				
2	Sotik /Chebilat 33/11KV S/Stn	Guards	1	2	3				
3	Kilgoris sub station	Guards	1	2	3				
4	Mogogosiek Sub-station.	Guards	1	2	3				
5	Ravine stores	Guards	1	2	3				
6	Timboroa Sub Station	Guards	1	2	3				
7	Marigat s/stn	Guards	1	2	3				
8	Kabarnet Office /Store/Poleyard /S/Stn	Supervisor	1	1	2				
9	Kabarnet s/stn/Stores	Guards	2	3	5				
10	Kabarnet Poleyard	Guards	1	2	3				
11	Kipsaraman substation	Guards	1	2	3				
12	Maralal Sub Station	Guards	1	1	2				
13	Maralal Stores	Guards	1	2	3				
14	Baragoi Power Station	Guards	2	2	4				
15	Ol Kalou Office	Guards	2	2	4				
16	Ol Kalou stores	Guards	1	2	3				
17	Matundura sub-station	Guards	1	2	3				
18	Magumo sub-station	Guards	1	2	3				
19	Wanjohi sub-station	Guards	1	2	3				
20	Special Economic zone Sub Station	Guards	2	2	4				
21	Nyahururu office	Guards	2	2	4				
22	Rumuruti Sub Station	Guards	1	2	3				
TOTAL			**29**	**44**	**73**				

UPCOMING ASSIGNMENTS – BOMET / BARINGO / NYANDARUA ZONE (CLASS B)									
NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL	UNIT PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT INCL.)	FIRM
1	Ndaragwa 33/11 Sub Station	Guards	1	2	3				
2	Kilgoris Pole yard	Guards	1	2	3				
3	Siongiroi 33/11 KV Sub station	Guards	1	2	3				
TOTAL – UPCOMING			**3**	**6**	**9**				

CENTRAL RIFT REGION SUMMARY – CLASS B			
NAKURU/KERICHO/NAROK ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	1	2
Guards	33	57	90
Dog Handler	0	1	1
TOTAL	**34**	**59**	**93**
BOMET / BARINGO / NYANDARUA ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	1	2
Guards	28	43	71
Dog Handler	0	0	0
TOTAL	**29**	**44**	**73**
GRAND TOTAL CLASS B – CENTRAL RIFT REGION			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	2	2	4
Guards	61	100	161
Dog Handler	0	1	1
TOTAL	**63**	**103**	**166**

TEMPORARY GUARDING RATES – CENTRAL RIFT REGION – CLASS B (EACH FIRM MUST INCLUDE)					
NO.	ASSIGNMENT	DEPLOYMENT	DAY	NIGHT	TOTAL
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

COAST REGION – GUARDING ASSIGNMENTS (CLASS B)

KWALE/TAITA TAVETA ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Mwatate S/S	Guards	1	2	3				
2	Mariakani S/S	Guards	2	2	4				
3	Maungu S/S	Guards	2	3	5				
4	Voi Office/Stores/SS	Guards	7	8	15				
5	Voi Office/Stores/SS	Supervisor	1	1	2				
6	Voi Office/Stores/SS	Dog + Handler	0	1	1				
7	Taveta poleyard	Guards	1	2	3				
8	Wundanyi S/S	Guards	2	2	4				
9	KPC Maungu s/s	Guards	1	2	3				
10	Msambweni S/S	Guards	2	2	4				
11	Ukunda Stores	Guards	2	2	4				
12	Ukunda S/S	Guards	1	2	3				
13	Ukunda Poles Yard	Guards	2	2	4				
14	Diani S/S	Guards	2	2	4				
15	Horohoro S/S	Guards	1	2	3				
TOTAL			**27**	**35**	**62**				

UPCOMING ASSIGNMENTS – KWALE/TAITA TAVETA ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Base Titanium S/S	Guards	2	2	4				
2	Kwale S/S	Dog + Handler	0	1	1				
3	Kwale S/S	Guards	3	4	7				
TOTAL – UPCOMING			**5**	**7**	**12**				

MOMBASA ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Nyali Substation	Guards	1	2	3				
2	Tononoka S/Station	Guards	1	2	3				
3	Likoni S/S and Leave House	Guards	2	2	4				
4	Makande S/S	Guards	1	2	3				
5	Miritini S/S	Guards	1	2	3				
6	Shanzu S/S	Guards	2	3	5				
7	Utange power station	Guards	1	2	3				
8	Jomvu S/S	Guards	2	2	4				
9	Changamwe S/S	Guards	1	2	3				
10	Bamburi S/S	Guards	3	4	7				
11	Kipevu S/S	Guards	3	4	7				
12	Kipevu S/S	Dog + Handler	0	1	1				
13	Portreitz/Migadini S/S	Guards	2	2	4				
14	Tsavo Power	Guards	4	6	10				
15	Nyali Substation	Guards	1	2	3				
16	Tononoka S/Station	Guards	1	2	3				
TOTAL			**26**	**40**	**66**				

UPCOMING ASSIGNMENTS – MOMBASA ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
	Nil		0	0	0				
TOTAL – UPCOMING			**0**	**0**	**0**				

KILIFI ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Chasimba Repeater	Guards	1	2	3				
2	Mtwapa Station	Guards	1	2	3				
3	Mtwapa office	Guards	2	2	4				
4	Kanamai S/S	Guards	2	2	4				
5	Watamu S/S	Guards	1	2	3				
6	Kilifi office	Guards	2	2	4				
7	Kilifi S/S	Guards	1	2	3				
8	Kilifi stores	Guards	2	2	4				
9	Sokoke Repeater Station	Guards	1	2	3				
10	Gede S/S	Guards	1	2	3				
11	Malindi S/S	Guards	2	3	5				
12	Malindi pole yard	Guards	1	1	2				
10	Bomani Sub station	Guards	3	3	6				
11	Bomani Sub station	Supervisor	0	1	1				
12	Bomani Sub station	Dog + Handler	0	1	1				
13	Mtondia S/S	Guards	2	3	5				
14	Sabaki S/S	Guards	2	2	4				
15	Malindi E Plant	Guards	2	3	5				
16	Kokotoni S/S	Guards	2	2	4				
17	New Kaloleni	Guards	2	3	5				
18	Weru 220KV Solar	Guards	3	4	7				
19	Weru 220KV Solar	Dog + Handler	0	1	1				
20	Rabai Land	Guards	1	2	3				
18	Rabai Poleyard	Guards	2	2	4				
19	Kaloleni S/S	Guards	1	2	3				
20	New Kikambala S/S	Guards	2	2	4				
		TOTAL	**39**	**55**	**94**				

LAMU/GARSEN ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Kiunga S/S	Guards	2	3	5				
2	Mpeketoni S/S	Guards	2	2	4				
3	Mpeketoni office	Guards	2	2	4				
4	Lamu office	Guards	1	1	2				
5	Lamu Emergency/Stores	Guards	3	4	7				
6	Lamu Island Repeater	Guards	1	2	3				
7	Lamu S/S	Guards	2	2	4				
8	Witu Repeater Station	Guards	1	2	3				
9	Faza S/S	Guards	2	3	5				
10	Hola Power station/stores	Guards	2	3	5				
11	Hola Power station/stores	Dog + Handler	0	1	1				
12	Hola office	Guards	1	2	3				
13	Ramadhan Pri RPT station	Guards	1	2	3				
14	Hara Repeater Station	Guards	1	2	3				
TOTAL			**21**	**31**	**52**				

UPCOMING ASSIGNMENTS – NORTH COAST ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
	Nil		0	0	0				
TOTAL – UPCOMING			**0**	**0**	**0**				

COAST REGION SUMMARY – CLASS B			
KWALE/TAITA TAVETA ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	1	2
Guards	26	33	59
Dog Handler	0	1	1
TOTAL	**27**	**35**	**62**
MOMBASA ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	24	35	59
Dog Handler	0	1	1
TOTAL	**26**	**40**	**66**
KILIFI - ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	1	1
Guards	39	52	91
Dog Handler	0	2	2
TOTAL	**39**	**55**	**94**
LAMU /GARSEN ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	21	30	51
Dog Handler	0	1	1
TOTAL	**21**	**31**	**52**
GRAND TOTAL CLASS B – COAST REGION			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	2	3
Guards	110	150	260
Dog Handler	0	5	5
TOTAL	**111**	**157**	**268**

TEMPORARY GUARDING RATES – COAST REGION – CLASS B (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

NORTH RIFT REGION – GUARDING ASSIGNMENTS (CLASS B)

UASIN GISHU / NANDI / TRANS NZOIA ZONE /ELGEIYO MARAKWET– CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Kapsumbeiywa Sub Station	Guards	1	2	3				
2	Lessos Sub Station	Guards	1	2	3				
3	Kapsabet/Kamobo Pole Yard	Guards	1	2	3				
4	Nandi Hills Sub Station	Guards	1	2	3				
5	Chebarbar Sub Station	Guards	1	2	3				
6	Aldai Sub Station	Guards	1	2	3				
7	Kabiyet Sub Station	Guards	1	2	3				
8	Kaplamai Sub Station	Guards	1	2	3				
9	Cherangany Sub Station	Guards	1	2	3				
10	Endebbes Substation	Guards	1	2	3				
11	Moi's Bridge Sub station	Guards	1	2	3				
12	Muyodi Office and Staff Qtrs	Guards	1	2	3				
13	Eldoret Industrial Sub Station	Guards	1	2	3				
14	Elgon View Sub Station	Guards	1	2	3				
15	Chepkoilel Sub Station	Guards	1	2	3				
16	Moi Barracks Sub Station	Guards	1	2	3				
17	Moiben Substation	Guards	1	2	3				
18	Iten Pole Yard	Guards	1	2	3				
19	Kapsowar Sub Station	Guards	1	2	3				
29	Iten Offices	Guards	2	2	4				
30	Iten Sub Station	Guards	1	2	3				
31	Cheptongei Sub Station	Guards	1	2	3				
32	Nyaru Repeater Station	Guards	1	2	3				
33	Iten Repeater Station	Guards	1	2	3				
TOTAL			**25**	**48**	**73**				

UPCOMING ASSIGNMENTS – UASIN GISHU / NANDI / TRANS NZOIA ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Burnt Forest Sub station	Guards	1	2	3				
2	Turbo Sub station	Guards	1	2	3				
3	Ngeria Sub station	Guards	2	2	4				
4	Alten Sub station	Guards	2	2	4				
5	Kapseret Sub station	Guards	1	2	3				
6	Kitale 132Kv substation	Guards	1	2	3				
7	Kiminini Substation	Guards	1	2	3				
8	Ndalu Substation	Guards	1	2	3				
TOTAL – UPCOMING			**10**	**16**	**26**				

UPCOMING ASSIGNMENTS – TURKANA / WEST POKOT / ELGEYO MARAKWET ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Konyao Sub Station	Guards	1	2	3				
TOTAL – UPCOMING			**1**	**2**	**3**				

NORTH RIFT REGION SUMMARY – CLASS B			
UASIN GISHU / NANDI / TRANS NZOIA ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	19	38	57
Dog Handler	0	0	0
TOTAL	**19**	**38**	**57**

TEMPORARY GUARDING RATES – NORTH RIFT REGION – CLASS B (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

WEST KENYA REGION – GUARDING ASSIGNMENTS (CLASS B)

KISUMU/SIAYA/VIHIGA ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Obote Road substation	Guards	1	2	3				
2	Kisian substation	Guards	1	2	3				
3	Miwani substation	Guards	1	2	3				
4	Muhoroni Sugar substation	Guards	1	2	3				
5	Muhoroni office	Guards	2	2	4				
6	Chemeli substation	Guards	1	2	3				
7	Maseno substation	Guards	2	3	5				
8	Kibos substation	Guards	1	2	3				
9	Ahero substation	Guards	1	2	3				
10	Kisumu South substation	Guards	1	2	3				
11	Sondu sub station	Guards	1	2	3				
12	Kisumu East substation	Guards	3	3	6				
13	Opoda Pole yard	Guards	1	2	3				
14	Siaya substation	Guards	1	2	3				
15	Siaya store	Guards	2	2	4				
16	Nyamninia substation	Guards	1	2	3				
17	Ruambwa substation	Guards	1	2	3				
18	Majengo substation	Guards	2	2	4				
19	Chavakali substation	Guards	1	2	3				
20	Cheptulu sub station	Guards	1	2	3				
21	RM's Residence	Guards	1	2	3				
22	Mbale office	Guards	3	2	5				
TOTAL			**30**	**46**	**76**				

UPCOMING ASSIGNMENTS – KISUMU/SIAYA/VIHIGA ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Kombewa Mkt substation	Guards	1	2	3				
2	Katito Mkt Substation	Guards	1	2	3				
3	Kiboswa Mkt substation	Guards	1	2	3				
4	Bondo substation	Guards	1	2	3				
5	Wagai Mkt substation	Guards	1	2	3				
6	Ugunja Mkt substation	Guards	1	1	2				
7	Mbale Parking/Stores	Guards	1	1	2				
8	Opoda Substation	Guards	1	2	3				
9	Rambwa Mkt Substation	Guards	1	2	3				
TOTAL – UPCOMING			**9**	**16**	**25**				

BUSIA / KAKAMEGA / BUNGOMA ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Bumala substation	Guards	1	2	3				
2	Busia Tower 40 Repeater Station	Guards	1	1	2				
3	Korinda substation	Guards	1	2	3				
4	Rangala Stores Yard	Guards	1	2	3				
5	Butere substation	Guards	1	2	3				
6	Mumias substation	Guards	1	2	3				
7	Kakamega Pole yard	Guards	3	3	6				
8	Kakamega substation	Guards	1	2	3				
9	Ingotse substation	Guards	1	2	3				
10	Mumias Nucleus Sub station	Guards	3	4	7				
11	Mumias Sugar-Sub station	Guards	1	1	2				
12	Webuye 33/11kv substation	Guards	1	2	3				
13	Sibembe substation	Guards	1	2	3				
14	Bungoma Store	Guards	3	3	5				
15	Bukembe sub-station 33/11kv	Guards	1	2	3				
16	Malakisi sub-station 33/11kv	Guards	1	2	3				
17	Butsotso/Shikoti Pole yard	Guards	1	2	3				

TOTAL		**23**	**36**	**59**				

UPCOMING ASSIGNMENTS – BUSIA / KAKAMEGA / BUNGOMA ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Nambale Mkt substation	Guards	1	2	3				
2	Butsotso Substation	Guards	1	2	3				
3	Kimilili Office	Guards	1	2	3				
4	Malaba substation	Guards	1	2	3				
TOTAL – UPCOMING			**4**	**8**	**12**				

WEST KENYA REGION SUMMARY – CLASS B			
KISUMU/SIAYA/VIHIGA ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	30	46	76
Dog Handler	0	0	0
TOTAL	**30**	**46**	**76**
BUSIA / KAKAMEGA / BUNGOMA ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	21	34	55
Dog Handler	0	0	0
TOTAL	**23**	**36**	**59**
GRAND TOTAL CLASS B – WEST KENYA REGION			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	51	80	131
Dog Handler	0	0	0
TOTAL	**53**	**82**	**135**

TEMPORARY GUARDING RATES – WEST KENYA REGION – CLASS B (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

SOUTH NYANZA REGION – GUARDING ASSIGNMENTS (CLASS B)

MIGORI / HOMA BAY / NYAMIRA ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Migori 33/11 Kv S/Station	Guards	1	2	3				
2	Awendo 33/11 Kv S/Station	Guards	1	2	3				
3	Mfangano power station	Guards	5	5	10				
4	Homa Bay Ex-Genset Station	Guards	1	2	3				
5	Nyangena 33/11 kv	Guards	1	2	3				
6	Keroka S/stn	Guards	1	2	3				
7	Kiamokama S/stn	Guards	1	2	3				
8	Nyamira 33/11 Kv S/Station	Guards	1	2	3				
9	Ikonge S/stn	Guards	1	2	3				
10	Ikonge S/stn	Supervisor	1	1	2				
11	Matutu S/stn	Guards	1	2	3				
12	Migori Pole Yard	Guards	2	2	4				
13	Nyamira Pole Yard	Guards	2	2	4				
14	Homabay Transformer Workshop	Guards	1	1	2				
15	Homabay Stores	Guards	2	2	4				
17	Oyugis 33/11Kv SS	Guards	1	2	3				
18	Adiedo 33/11KV	Guards	1	2	3				
19	Kenyenya S/Station	Guards	1	2	3				
20	Kisii 33/11KV	Guards	1	2	3				
TOTAL			**27**	**41**	**68**				

UPCOMING ASSIGNMENTS – MIGORI / HOMA BAY / NYAMIRA ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Kehancha 33/11 Kv S/Station	Guards	1	2	3				
2	Ndiwa 33/11/kv s/station	Guards	1	2	3				
3	Kiabuya 33/11kv S/station	Guards	1	2	3				
4	Ngodhe Island solar station	Guards	1	2	3				
5	Takawiri Island solar station	Guards	1	2	3				
TOTAL – UPCOMING			**5**	**10**	**15**				

SOUTH NYANZA REGION SUMMARY – CLASS B			
MIGORI / HOMA BAY / NYAMIRA ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	1	2
Guards	25	39	64
Dog Handler	0	0	0
TOTAL	**26**	**40**	**66**
GRAND TOTAL CLASS B – SOUTH NYANZA REGION			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	1	2
Guards	25	39	64
Dog Handler	0	0	0
TOTAL	**26**	**40**	**66**

TEMPORARY GUARDING RATES – SOUTH NYANZA REGION – CLASS B (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

NORTH EASTERN REGION – GUARDING ASSIGNMENTS (CLASS B)

THIKA/RUIRU/KITUI ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Ndarugu Sub Station	Guards	2	2	4				
2	Ndarugu Sub Station	Dog + Handler	0	1	1				
3	Ndula sub station	Guards	1	2	3				
4	Thika industrial sub station	Guards	1	2	3				
5	Thika industrial sub station	Dog + Handler	0	1	1				
6	JKUAT 66/11 KV Substation	Guards	1	1	2				
7	JKUAT 66/11 KV Substation	Dog + Handler	0	1	1				
8	Thika pole yard	Guards	2	2	4				
9	Thika pole yard	Dog + Handler	0	1	1				
10	Ruiru – Transmission office	Guards	3	2	5				
11	Ruiru – Transmission office	Dog + Handler	0	1	1				
12	Ruiru Emergency office	Guards	3	2	5				
13	Ruiru Substation	Guards	1	1	2				
14	Ruiru Stores	Guards	4	3	7				
15	Ruiru Emergency office/Stores/substn	Supervisor	1	1	2				
16	Ruiru Emergency office/Stores/substn	Dog + Handler	0	1	1				
17	Ruiru TX Repair Workshop	Guards	1	2	3				
18	Mwingi Office/store	Guards	3	2	5				
19	Mwingi - Pole Yard	Guards	2	2	4				
20	Kitui Commercial Office	Guards	2	2	4				
21	Kitui Commercial Office	Supervisor	1	0	1				
22	Kitui Substation	Guards	1	2	3				
23	Kitui stores/pole yard	Guards	3	2	5				
24	Nguni – Radio repeater Station	Guards	1	2	3				
25	Mbondoni repeater station	Guards	1	2	3				
26	Mutonguni Repeater Station	Guards	1	2	3				
27	Gatundu Office	Guards	3	2	5				
28	Githunguri - office	Guards	2	2	4				
28	Kiambu – office	Guards	3	2	5				
		TOTAL	**43**	**48**	**91**				

UPCOMING ASSIGNMENTS – THIKA/RUIRU/KITUI ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Kisii – stores (Thika Industrial)	Guards	2	2	4				
2	Kisii – stores (Thika Industrial)	Dog + Handler	0	1	1				
3	Thika SACDEP – pole yard	Guards	2	2	4				
4	Thika SACDEP – pole yard	Dog + Handler	0	1	1				
5	Kitui 132/33KV s/s	Guards	2	2	4				
6	Kitui 132/33KV s/s	Dog + Handler	0	1	1				
7	Mutomo Office-Proposed	Guards	1	2	3				
8	Kyusiani Office - proposed	Guards	1	2	3				
9	Tseikuru Office - Proposed	Guards	1	2	3				
		TOTAL	**9**	**15**	**24**				

KIAMBU/GITHUNGURI/GATUNDU/LIMURU/KIKUYU ZONE – CLASS B									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Kirigiti Substation	Guards	1	1	2				
2	Kirigiti Substation	Dog + Handler	0	1	1				
3	Ng'ethu 33/11 KV Sub Station	Guards	1	2	3				
4	Cianda – sub-station	Guards	1	2	3				
5	Cianda – sub-station	Dog + Handler	0	1	1				
6	Nyaga - sub station	Guards	1	1	2				
7	Nyaga - sub station	Dog + Handler	0	1	1				
8	Maimahiu 66/11 KV Substation	Guards	2	2	4				
9	Kikuyu Sub station	Guards	1	1	2				
10	Kikuyu Sub station	Dog + Handler	0	1	1				
11	Kikuyu Office	Guards	2	2	4				
12	Rironi Sub station	Guards	1	2	3				

13	Rironi Sub station	Dog + Handler	0	1	1				
14	Uplands 66/11 KV Substation	Guards	1	2	3				
15	Uplands 66/11 KV Substation	Dog + Handler	0	1	1				
16	Ichaweri/Gatundu/Kimunyu 33/11KV SS	Guards	1	2	3				
17	Karuri/Banana 33/11 KV Substation	Guards	1	1	2				
18	Karuri/Banana 33/11 KV Substation	Dog + Handler	0	1	1				
19	Githunguri 66/11 KV Substation	Guards	1	2	3				
20	Githunguri 66/11 KV Substation	Dog + Handler	0	1	1				
21	Lower Kabete – 66/11 KV Substation	Guards	1	1	2				
22	Lower Kabete – 66/11 KV Substation	Dog + Handler	0	1	1				
TOTAL			**15**	**30**	**45**				

UPCOMING ASSIGNMENTS – KIAMBU/GITHUNGURI/GATUNDU/LIMURU/KIKUYU ZONE (CLASS B)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Kitusuru 66/11 KV sub-station	Guards	1	2	3				
TOTAL – UPCOMING			**1**	**2**	**3**				

NORTH EASTERN REGION SUMMARY – CLASS B			
THIKA/RUIRU/KITUI ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	2	1	3
Guards	30	29	59
Dog Handler	0	6	6
TOTAL	**32**	**36**	**68**
KIAMBU/GITHUNGURI/GATUNDU/LIMURU/KIKUYU ZONE			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	15	21	36
Dog Handler	0	9	9
TOTAL	**15**	**30**	**45**
GRAND TOTAL CLASS B – NORTH EASTERN REGION			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	2	1	3
Guards	45	50	95
Dog Handler	0	15	15
TOTAL	**47**	**66**	**113**

TEMPORARY GUARDING RATES – NORTH EASTERN REGION – CLASS B (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

CLASS B – SUMMARY OF PERSONNEL PER REGION

CLASS B – SUMMARY OF PERSONNEL PER REGION AND ZONE								
ZONE	**SUPERVISORS**	**GUARDS**	**DOG HANDLERS**	**TOTAL DAY**	**TOTAL NIGHT**	**TOTAL PERSONNEL**	**UPCOMING**	**REMARKS**
NAIROBI REGION								
NAIROBI NORTH ZONE	1	67	0	25	43	68	3	
NAIROBI SOUTH ZONE	1	73	1	28	47	75	11	
NAIROBI WEST ZONE	0	42	1	43	57	100	18	
SUB-TOTAL – NAIROBI REGION	**2**	**182**	**2**	**96**	**147**	**243**	**32**	
MT. KENYA REGION								
MT. KENYA WEST ZONE	4	104	1	44	65	109	0	
MT. KENYA EAST ZONE	4	86	1	40	51	91	19	
ISIOLO/MARSABIT ZONE	0	18	0	8	10	18	11	
SUB-TOTAL – MT. KENYA REGION	**8**	**208**	**2**	**92**	**126**	**218**	**30**	
CENTRAL RIFT REGION								
NAKURU/KERICHO/NAROK ZONE	2	90	1	34	59	93	3	
BOMET / BARINGO / NYANDARUA ZONE	2	71	0	29	44	73	9	
SUB-TOTAL – CENTRAL RIFT REGION	**4**	**161**	**1**	**63**	**103**	**166**	**12**	
COAST REGION								
KWALE/TAITA TAVETA ZONE	2	59	1	27	35	62	12	
MOMBASA ZONE	0	59	1	24	36	60	0	
NORTH COAST ZONE	1	142	3	60	86	146	0	
SUB-TOTAL – COAST REGION	**3**	**260**	**5**	**111**	**157**	**268**	**12**	
NORTH RIFT REGION								
UASIN GISHU / NANDI / TRANS NZOIA ZONE	0	51	0	17	34	51	26	
TURKANA / WEST POKOT / ELGEYO MARAKWET ZONE	0	6	0	2	4	6	3	
ELGEYO MARAKWET ZONE	0	6	0	2	4	6	0	
SUB-TOTAL – NORTH RIFT REGION	**0**	**63**	**0**	**21**	**42**	**63**	**29**	
WEST KENYA REGION								
KISUMU/SIAYA/VIHIGA ZONE	0	76	0	30	46	76	19	
BUSIA / KAKAMEGA / BUNGOMA ZONE	0	55	0	21	34	55	12	
SUB-TOTAL – WEST KENYA REGION	**0**	**131**	**0**	**51**	**80**	**131**	**31**	
SOUTH NYANZA REGION								
MIGORI / HOMA BAY / NYAMIRA ZONE	2	64	0	26	40	66	15	

SUB-TOTAL – SOUTH NYANZA REGION	**2**	**64**	**0**	**26**	**40**	**66**	**15**	
NORTH EASTERN REGION								
THIKA/RUIRU/KITUI ZONE	3	59	6	32	36	68	15	
KIAMBU/GITHUNGURI/GATUNDU/LIMURU/KIKUYU ZONE	0	36	9	15	30	45	3	
SUB-TOTAL – NORTH EASTERN REGION	**3**	**95**	**15**	**47**	**66**	**113**	**18**	
TOTAL – CLASS B	**22**	**1219**	**37**	**511**	**767**	**1278**	**179**	

(5.1) SUMMARY OF TOTALS PER REGION – CLASS B

SER	REGION	TOTAL (KSH) VAT EXCL.	TOTAL (KSH) VAT INCL.
1.	NAIROBI REGION		
2.	MT. KENYA REGION		
3.	CENTRAL RIFT REGION		
4.	COAST REGION		
5.	NORTH RIFT REGION		
6.	WEST KENYA REGION		
7.	SOUTH NYANZA REGION		
8.	NORTH EASTERN REGION		
TENDER VALUE (KSH)			
NB: Insert the Tender Value (VAT exclusive) on the e-Procurement Portal.			

5.2. COST OF TEMPORARY SECURITY GUARDING SERVICES FOR ONE DAY (12-HOUR SHIFT) – CLASS B

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR SHIFT	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR SHIFT	REMARKS
GUARD				
DOG & DOG HANDLER				
SUPERVISOR				
STANDBY BACKUP VEHICLE				

5.3. COST OF TEMPORARY SECURITY GUARDING SERVICES FOR ONE DAY (12-HOUR SHIFT) DURING PUBLIC HOLIDAYS. – CLASS B

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR SHIFT	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR SHIFT	REMARKS
GUARD				
DOG & DOG HANDLER				
SUPERVISOR				
STANDBY BACKUP VEHICLE				

5.4. COST OF TEMPORARY STANDBY SECURITY VEHICLE RATE PER DAY (ONE DAY) – CLASS B

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR SHIFT	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR SHIFT	REMARKS
GUARD				
DOG & DOG HANDLER				
SUPERVISOR				
STANDBY BACKUP VEHICLE				

CLASS C – GUARDING ASSIGNMENTS

NAIROBI ZONE – CLASS C									
NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL	UNIT PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT INCL.)	FIRM
1	Hamsa Staff quarters	Guards	1	2	3				
2	Mathare CBO Office	Guards	1	2	3				
3	Highridge Staff qtrs.	Guards	2	2	4				
4	Limuru/ Forest Rd Vacant Plot	Guards	1	1	2				
5	Forest Rd Staff Quarters	Guards	1	2	3				
6	Pangani staff qtrs.	Guards	1	2	3				
7	Underground cable along Cathedral–Parklands feeder	Guards	2	2	4				
8	Mbotela staff quarters	Guards	1	2	3				
9	Mombasa Road Vacant Plot	Guards	1	2	3				
10	Imara Daima Wayleaves Trace	Guards	1	2	3				
11	Kiang'ombe Wayleaves Trace	Guards	2	2	4				
12	Mombasa Road pole yard/Vacant plot	Guards	2	1	3				
13	Mombasa Road pole yard/Vacant plot	Dog + Handler	0	1	1				
14	Mlolongo Office	Guards	2	2	4				
15	Triumph Switching Station	Guards	1	2	3				
16	Mua Hill Repeater stn	Guards	1	2	3				
17	Mwala Emergency office	Guards	1	2	3				
18	Ruai Sub Stn	Guards	1	2	3				
19	Tala offices	Guards	2	2	4				
20	Matuu Office	Guards	1	2	3				
21	Oldonyo Sabuk Repeater stn	Guards	1	2	3				
22	Wote office	Guards	1	2	3				
23	Mtito Andei Office	Guards	1	2	3				
24	Emali office	Guards	1	2	3				
25	Emali stores	Guards	2	2	4				
26	Kibwezi office	Guards	1	2	3				
27	Kilome Repeater station	Guards	1	2	3				
28	Mbui Nzau Repeater station	Guards	1	2	3				

29	Theke repeater station	Guards	1	2	3				
		TOTAL	**35**	**55**	**90**				
NAIROBI WEST ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	
1	Jamhuri ASK stand	Guards	1	1	2				
2	Kibera CBO	Guards	1	2	3				
3	Manholes 12, 13 & 14 along Southern Bypass, Langata	Guards	2	4	6				
4	Underground cables from Haile Selassie round about to under the bridge along Uhuru Highway	Guards	2	3	5				
5	Underground cables f rom Railways Golf Course gate to NHIF Office	Guards	3	5	8				
6	Underground cables along Mombasa Road (Nyayo Stadium) to near South C Substation	Guards	2	3	5				
7	Underground cables at Boulevard next to KBC perimeter wall	Guards	3	5	8				
8	Underground cables 66kv site within Golf Course along Haile Selassie Avenue	Guards	1	2	3				
9	Underground cables within Uhuru Park	Guards	1	2	3				
10	Underground cables at Bunyala roundabout near heroes Cemetery	Guards	1	2	3				
11	Underground cable 66kv Cathedral - Ragati feeder	Guards	1	2	3				
12	Underground cables at UoN near Expressway exit, Museum Hill	Guards	4	6	10				
13	Underground cables near fence of St. Paul church	Guards	3	4	7				
14	Kajiado Office	Guards	2	2	4				
15	Ngong Hills Repeater station	Guards	1	2	3				
16	Loitoktok office	Guards	1	2	3				
17	Enkarasha repeater station	Guards	1	2	3				
`18	Birika transmitter in Namanga	Guards	1	2	3				
TOTAL			**31**	**51**	**82**				

UPCOMING ASSIGNMENTS – NAIROBI ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Mtito Andei pole yard	Guards	1	1	2				
2	Kikima Office	Guards	1	2	3				
3	Nkoroi O&M Office	Guards	1	1	2				
TOTAL – UPCOMING			**3**	**4**	**7**				

NAIROBI ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	66	105	171
Dog Handler	0	1	1
TOTAL	**66**	**106**	**172**

TEMPORARY GUARDING RATES – NAIROBI ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

MT. KENYA REGION – CLASS C									
MT. KENYA ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Blue Valley staff quarters	Guards	1	2	3				
2	Othaya office	Guards	1	2	3				
3	Nyeri leave house	Guards	1	1	2				
4	Old stima club/Archives	Guards	1	1	2				
5	Kabiruini ask stand	Guards	1	1	2				
6	Nyeri hill rpt stn	Guards	1	1	2				
7	Karatina Office	Guards	2	2	4				
8	Mwea office	Guards	2	2	4				
9	Kenol office	Guards	2	2	4				
10	Kangari Hill Offices	Guards	2	2	4				
11	Kangema office	Guards	2	2	4				
12	Ithanga office	Guards	1	2	3				
13	Gatanga office	Guards	1	2	3				
14	Karue hill rpt stn	Guards	1	2	3				
15	Kiritiri Office	Guards	2	2	4				
16	Chuka office	Guards	3	3	6				
17	Marimanti office	Guards	1	2	3				
18	Chogoria office	Guards	2	2	4				
19	Maua office	Guards	2	2	4				
20	Nyambene rpt stn	Guards	1	2	3				
21	Nkubu Office	Guards	1	2	3				
TOTAL			**31**	**39**	**70**				

UPCOMING ASSIGNMENTS – MT. KENYA ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Mikinduri office	Guards	2	2	4				
2	Maili Tatu switching station	Guards	1	2	3				
3	Mutuati office	Guards	2	2	4				
4	Runyenjes office	Guards	2	2	4				
5	Mweiga office	Guards	1	2	3				
6	Narumoro office	Guards	1	2	3				
TOTAL – UPCOMING			**9**	**12**	**21**				

MT. KENYA ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	31	39	70
Dog Handler	0	0	0
TOTAL	**31**	**39**	**70**

TEMPORARY GUARDING RATES – MT. KENYA ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

MT. KENYA REGION – CLASS C									
ISIOLO/MARSABIT ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Isiolo office	Guards	3	2	5				
2	Isiolo S/Station	Guards	2	2	4				
3	Merti office	Guards	1	2	3				
4	Merti s/stn	Guards	2	2	4				
5	Garba Tulla Office	Guards	1	2	3				
6	Marsabit office & Stores	Guards	4	4	8				
7	Marsabit Power stn	Guards	2	2	4				
8	Marsabit windstar power stn	Guards	2	2	4				
9	Moyale s/stn/staff quarters	Guards	4	6	10				
10	Moyale commercial Town office	Guards	1	2	3				
11	Laisamis s/stn	Guards	2	2	4				
12	North Horr office	Guards	2	2	4				
13	Ambalo power station(solar)	Guards	2	2	4				
14	Illaut power station(solar)	Guards	2	2	4				
15	Balesa power station(solar)	Guards	2	2	4				
16	Moyale Border Switching station	Guards	1	1	2				
17	Sololo office and substation	Guards	2	2	4				
18	Maikona power station	Guards	2	2	4				
19	Oldaiga rpt stn	Guards	1	2	3				
20	Kahurura 33/11	Guards	1	2	3				
TOTAL			**37**	**43**	**80**				

UPCOMING ASSIGNMENTS – ISIOLO/MARSABIT ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
	Nil		0	0	0				
TOTAL – UPCOMING			**0**	**0**	**0**				

ISIOLO/MARSABIT ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	37	43	80
Dog Handler	0	0	0
TOTAL	**37**	**43**	**80**

TEMPORARY GUARDING RATES – ISIOLO/MARSABIT ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

CENTRAL RIFT REGION – CLASS C									
CENTRAL RIFT ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Nakuru ASK stand	Guards	1	2	3				
2	Milimani staff quaters	Guards	1	1	2				
3	Molo office	Guards	2	2	4				
4	Gilgil Office	Guards	2	2	4				
5	Eburu Repeater Stn	Guards	1	2	3				
6	Bahati Office	Guards	1	2	3				
7	Londiani Repeater Station	Guards	1	2	3				
8	Kiptere office	Guards	1	2	3				
9	Narok office	Guards	2	2	4				
10	Mutonyi hills Repeater station	Guards	1	2	3				
11	Bomet Office	Guards	3	2	5				
12	Sotik office	Guards	2	2	4				
13	Kilgoris Office	Guards	2	2	4				
14	Tiroto Primary Radio repeater station	Guards	1	2	3				
15	Ravine office	Guards	1	2	3				
16	Ravine sub-station	Guards	1	2	3				
17	Marigat office	Guards	1	2	3				
18	Kabarnet office	Guards	2	2	4				
19	Kapsigon Repeater Station	Guards	1	2	3				
20	Maralal office	Guards	2	2	4				
21	Ol Kalou sub-station	Guards	1	2	3				
22	Engineer office	Guards	2	2	4				
23	Igwa miti Repeater station	Guards	1	2	3				
TOTAL			**33**	**45**	**78**				

UPCOMING ASSIGNMENTS – CENTRAL RIFT ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Londiani Emergency Office	Guards	1	2	3				
2	Mai Mahiu Emergency Office	Guards	1	2	3				

3	Mau Narok Emergency Office	Guards	1	2	3				
4	Olenguruone Emergency Office	Guards	1	2	3				
5	Mogotio office	Guards	1	2	3				
6	Salgaa Emergency Office	Guards	1	2	3				
7	Litein Emergency Office	Guards	1	2	3				
8	Olulunga Emergency Office	Guards	1	2	3				
9	Magumo Emergency Office	Guards	1	2	3				
10	Rumuruti Office	Guards	2	2	4				
11	Mogogosiek Emergency Office	Guards	1	2	3				
12	Mogotio Emergency Office	Guards	1	2	3				
13	Baragoi Office	Guards	1	2	3				
TOTAL – UPCOMING			**14**	**26**	**40**				

CENTRAL RIFT ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	33	45	78
Dog Handler	0	0	0
TOTAL	**33**	**45**	**78**

TEMPORARY GUARDING RATES – CENTRAL RIFT ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

COAST REGION – CLASS C									
COAST ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Mariakani office	Guards	1	2	3				
2	Taru Hill Repeater Station	Guards	1	2	3				
3	Wundanyi Office	Guards	1	2	3				
4	Taveta office	Guards	2	2	4				
5	Vuria Repeater	Guards	1	2	3				
6	New Golini Repeater station	Guards	1	2	3				
7	Ramisi Repeater	Guards	1	2	3				
8	Ukunda Office	Guards	3	2	5				
9	Samburu Office	Guards	2	2	4				
10	Nyali plot 1653	Guards	1	1	2				
11	Nyali plot 525	Guards	1	1	2				
12	Nyali plot 517	Guards	3	3	6				
13	Nyali plot 1190	Guards	1	1	2				
14	Nyali plot 518	Guards	1	1	2				
15	Likoni Office	Guards	2	2	4				
16	Mombasa ASK Stand	Guards	2	2	4				
17	Ganjoni S/Quarters	Guards	2	2	4				
TOTAL			**26**	**31**	**57**				

UPCOMING ASSIGNMENTS – COAST ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
	Nil		0	0	0				
TOTAL – UPCOMING			**0**	**0**	**0**				

COAST ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	26	31	57
Dog Handler	0	0	0
TOTAL	**26**	**31**	**57**

TEMPORARY GUARDING RATES – COAST ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

NORTH RIFT REGION – CLASS C									
NORTH RIFT ZONE – CLASS C									
NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL	UNIT PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT EXCL.)	TOTAL PRICE (KSH VAT INCL.)	FIRM
1	Kapsimatwa Repeater Station	Guards	1	2	3				
2	Surungai Repeater Station	Guards	1	2	3				
3	Kapsabet Office	Guards	3	3	6				
4	Kapsabet Office	Zone Supervisor	1	0	1				
5	Milimani Staff Quarters	Guards	1	2	3				
6	Kitale Office	Guards	3	3	6				
7	Nandi Road Building (RM's hse)	Guards	1	1	2				
8	Lumakanda office	Guards	2	2	4				
9	Lodwar Offices	Guards	2	2	4				
10	Lodwar Power Station	Guards	1	2	3				
11	Lodwar Staff Qtrs & Solar Station	Guards	1	1	2				
12	Kalimorok Sub Station	Guards	1	2	3				
13	Lokori Sub Station	Guards	1	2	3				
14	Turkana Central – Eliye (Ille) Springs	Guards	1	2	3				
15	Turkana West – Letea	Guards	1	2	3				
16	Turkana North – Lowareng	Guards	1	2	3				
17	Loima – Napelilim	Guards	1	2	3				
18	Lokichar Sub Station	Guards	1	2	3				
19	Lokitaung Sub Station	Guards	1	2	3				
20	Lakiriama substation	Guards	1	2	3				
21	Turkana East - Lopenduru	Guards	1	2	3				
22	Turkana South - Kangangipur	Guards	1	2	3				
23	Kapenguria Office	Guards	3	3	6				
24	Kapenguria Repeater Station	Guards	1	2	3				
25	Ortum Sub Station	Guards	1	2	3				
26	Kapenguria Sub Station	Guards	1	2	3				
27	Kapenguria Pole Yard	Guards	2	2	4				
28	Sarmaj Sub Station	Guards	2	2	4				
29	Lokichogio Power Station	Guards	1	2	3				
30	Kakuma Sub Station	Guards	1	2	3				
		TOTAL	**40**	**59**	**99**				

UPCOMING ASSIGNMENTS – NORTH RIFT ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Lodwar Repeater Station	Guards	1	2	3				
2	Kainuk Repeater Station	Guards	1	2	3				
3	Ortum Office	Guards	1	2	3				
TOTAL – UPCOMING			**3**	**6**	**9**				

NORTH RIFT ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	0	1
Guards	43	65	108
Dog Handler	0	0	0
TOTAL	**44**	**65**	**109**

TEMPORARY GUARDING RATES – NORTH RIFT ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

WEST KENYA REGION – CLASS C									
WEST KENYA ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Milimani Staff Quarters	Guards	1	2	3				
2	Katito office	Guards	1	2	3				
3	Bondo Office	Guards	1	2	3				
4	Ndori Switching Station	Guards	1	2	3				
5	Gobei Repeater Station	Guards	1	2	3				
6	Siaya office	Guards	2	2	4				
7	Ugunja Office	Guards	2	2	4				
8	Maragoli Repeater station	Guards	1	2	3				
9	Busia office	Guards	3	3	6				
10	Malaba Office	Guards	1	2	3				
11	Port Victoria Office	Guards	1	2	3				
12	Malava Emergency Office	Guards	1	2	3				
13	Mumias office	Guards	1	2	3				
14	Webuye Office	Guards	2	2	4				
15	Bungoma office	Guards	2	2	4				
16	Sirisia office	Guards	1	2	3				
17	Kapsokwony office	Guards	1	2	3				
TOTAL			**23**	**35**	**58**				

UPCOMING ASSIGNMENTS – WEST KENYA ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Luanda Office	Guards	1	1	2				
TOTAL – UPCOMING			**1**	**1**	**2**				

WEST KENYA ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	0	0	0
Guards	23	35	58
Dog Handler	0	0	0
TOTAL	**23**	**35**	**58**

TEMPORARY GUARDING RATES – WEST KENYA ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

SOUTH NYANZA REGION – CLASS C									
SOUTH NYANZA ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Awendo Office	Guards	1	2	3				
2	Sori Office	Guards	1	2	3				
3	Kehancha Office	Guards	1	2	3				
4	Migori Repeater Station	Guards	1	2	3				
5	Mfangano power station	Supervisor	1	1	2				
6	Mbita Office	Guards	1	2	3				
7	Kendu Bay Office	Guards	1	2	3				
8	Homabay Staff qters	Guards	2	2	4				
9									
10	Sameta Repeater Station	Guards	1	2	3				
11	Nyanchwa Repeater Station	Guards	1	2	3				
12	Nyamira Repeater Station	Guards	1	2	3				
13	Migori Office	Guards	2	2	4				
14	Nyamira Office	Guards	3	3	6				
15	Oyugis Office	Guards	1	2	3				
16	Homabay Office	Guards	2	3	5				
17	Gembe Repeater Station	Guards	1	2	3				
TOTAL			**21**	**33**	**54**				

UPCOMING ASSIGNMENTS – SOUTH NYANZA ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
	Nil		0	0	0				
TOTAL – UPCOMING			**0**	**0**	**0**				

SOUTH NYANZA ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	1	2
Guards	19	30	49
Dog Handler	0	0	0
TOTAL	**20**	**31**	**51**

TEMPORARY GUARDING RATES – SOUTH NYANZA ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

NORTH EASTERN REGION – CLASS C									
GARISSA/WAJIR ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Hulugho– power station/office	Guards	3	4	7				
2	Dadaab– power station/office	Guards	1	2	3				
3	Wajir –power station/office/stores	Guards	2	2	4				
4	Wajir –power station/office/stores	Supervisor	1	0	1				
5	Habaswein – station	Guards	2	2	4				
6	Habaswein – office	Guards	1	1	2				
7	Eldas power station	Guards	2	2	4				
8	Kotulo generation station	Guards	3	4	7				
9	Korondile generation station	Guards	3	4	7				
10	Garissa Office - Bayusuf plaza	Guards	3	2	5				
11	Garissa – Modika Stores	Guards	2	2	4				
12	Biyamathow Mini Grid stn	Guards	2	2	4				
13	Sarif Mini-Grid (Wajir)	Guards	2	2	4				
14	Basir Mini-Grid (Wajir)	Guards	2	2	4				
15	Gurar Mini-Grid (Wajir)	Guards	2	2	4				
16	Sarman Mini-Grid (Wajir)	Guards	2	2	4				
17	Riba Mini-Grid (Wajir)	Guards	2	2	4				
18	Hadaado Mini-Grid (Wajir)	Guards	2	2	4				
19	Buna office	Guards	2	1	3				
20	Eldera solar stn-Lagdera (Garissa)	Guards	2	2	4				
21	Sangailu solar stn- Ijara (Garissa)	Guards	3	3	6				
22	Liboi solar station (Garissa)	Guards	3	4	7				
23	Garasweino solar stn- Fafi (Garissa)	Guards	3	4	7				
24	Dadajabura Solar Station	Guards	2	2	4				
TOTAL			**52**	**55**	**107**				

UPCOMING ASSIGNMENTS – GARISSA/WAJIR ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Garissa – Madogo pole yard/substation	Guards	1	2	3				
2	Eldas – office	Guards	2	1	3				
3	Griftu – power station	Guards	2	2	4				
4	Modogashe - office	Guards	2	1	3				
5	Habaswein – stores	Guards	2	2	4				
6	Bute – power station	Guards	1	2	3				
7	Bangal office- proposed	Guards	2	1	3				
8	Dadaab– office (proposed)	Guards	2	1	3				
TOTAL – UPCOMING			**14**	**12**	**26**				

GARISSA/WAJIR ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	0	1
Guards	51	55	106
Dog Handler	0	0	0
TOTAL	**52**	**55**	**107**

TEMPORARY GUARDING RATES – GARISSA/WAJIR ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

NORTH EASTERN REGION – CLASS C									
MANDERA ZONE – CLASS C									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Mandera – station & office	Guards	2	2	4				
2	Mandera – station & office	Supervisor	1	0	1				
3	Mandera – solar station	Guards	1	2	3				
4	Elwak - substation	Guards	2	2	4				
5	Elwak – office	Guards	2	1	3				
6	Takaba – power station	Guards	3	4	7				
7	Rhamu – power station	Guards	3	4	7				
8	Lafey (Kamorliban) – power station/office	Guards	4	4	8				
9	Banisa– power gen station	Guards	2	3	5				
10	Gari Hills Solar Station (Mandera)	Guards	3	4	7				
11	Shimbir Fatuma Solar Station (Mandera)	Guards	3	4	7				
12	Bur Duras Solar Station(Mandera)	Guards	3	4	7				
13	Kiliweheri Solar station (Mandera)	Guards	3	4	7				
14	Arabia Solar station (Mandera)	Guards	3	4	7				
15	Ashabito Solar Station (Mandera)	Guards	3	4	7				
TOTAL			**38**	**46**	**84**				

UPCOMING ASSIGNMENTS – MANDERA ZONE (CLASS C)									
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**	**UNIT PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT EXCL.)**	**TOTAL PRICE (KSH VAT INCL.)**	**FIRM**
1	Mandera stores	Guards	2	2	4				
2	Banisa Commercial Office	Guards	1	1	2				
3	New Layfey office	Guards	1	2	3				
4	Shirshir Solar Station (Mandera)	Guards	3	3	6				
5	Bambo Solar station	Guards	2	2	4				
TOTAL – UPCOMING			**9**	**10**	**19**				

MANDERA ZONE SUMMARY – CLASS C			
REQUIRED SUPPLY	**DAY**	**NIGHT**	**TOTAL**
Supervisor	1	0	1
Guards	37	46	83
Dog Handler	0	0	0
TOTAL	**38**	**46**	**84**

TEMPORARY GUARDING RATES – MANDERA ZONE – CLASS C (EACH FIRM MUST INCLUDE)					
NO.	**ASSIGNMENT**	**DEPLOYMENT**	**DAY**	**NIGHT**	**TOTAL**
1	ALL	Supervisor			
2	ALL	Guards			
3	ALL	Dog + Handler			
4	ALL	Back up vehicle + Team			

CLASS C – SUMMARY OF PERSONNEL PER ZONE

CLASS C – SUMMARY OF PERSONNEL PER ZONE								
ZONE	**SUPERVISORS**	**GUARDS**	**DOG HANDLERS**	**TOTAL DAY**	**TOTAL NIGHT**	**TOTAL PERSONNEL**	**UPCOMING**	**REMARKS**
C1. NAIROBI ZONE	0	171	1	66	106	172	7	
C2. MT. KENYA ZONE	0	70	0	31	39	70	21	
C3. ISIOLO/MARSABIT ZONE	0	80	0	37	43	80	0	
C4. CENTRAL RIFT ZONE	0	78	0	33	45	78	40	
C5. COAST ZONE	0	57	0	26	31	57	0	
C6. NORTH RIFT ZONE	1	108	0	44	65	109	9	
C7. WEST KENYA ZONE	0	58	0	23	35	58	2	
C8. SOUTH NYANZA ZONE	2	49	0	20	31	51	0	
C9. GARISSA/WAJIR ZONE	1	106	0	52	55	107	26	
C10. MANDERA ZONE	1	83	0	38	46	84	19	
C11. THIKA/KIAMBU/KITUI ZONE	0	24	0	11	13	24	9	To B
TOTAL – CLASS C	**5**	**884**	**1**	**381**	**509**	**890**	**133**	

5.1.SUMMARY OF TOTALS PER ZONE – CLASS C

SER	ZONE	REGION	TOTAL (KSH) VAT EXCL.	TOTAL (KSH) VAT INCL.
1.	NAIROBI ZONE	Nairobi		
2.	MT. KENYA ZONE	Mt. Kenya		
3.	ISIOLO/MARSABIT ZONE	Mt. Kenya		
4.	CENTRAL RIFT ZONE	Central Rift		
5.	COAST ZONE	Coast		
6.	NORTH RIFT ZONE	North Rift		
7.	WEST KENYA ZONE	West Kenya		
8.	SOUTH NYANZA ZONE	South Nyanza		
9.	GARISSA/WAJIR ZONE	North Eastern		
10.	MANDERA ZONE	North Eastern		
11.	THIKA/KIAMBU/KITUI ZONE	North Eastern		
TENDER VALUE (KSH)				
NB: Insert the Tender Value (VAT exclusive) on the e-Procurement Portal.				

5.2. COST OF TEMPORARY SECURITY GUARDING SERVICES FOR ONE DAY (12-HOUR SHIFT) – CLASS C

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR	REMARKS

	SHIFT		SHIFT	
GUARD				
DOG & DOG HANDLER				
SUPERVISOR				
STANDBY BACKUP VEHICLE				

5.3. COST OF TEMPORARY SECURITY GUARDING SERVICES FOR ONE DAY (12-HOUR SHIFT) DURING PUBLIC HOLIDAYS. – CLASS C

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR SHIFT	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR SHIFT	REMARKS
GUARD				
DOG & DOG HANDLER				
SUPERVISOR				
STANDBY BACKUP VEHICLE				

5.4. COST OF TEMPORARY STANDBY SECURITY VEHICLE RATE PER DAY (ONE DAY) – CLASS C

SERVICES	UNIT PRICE EXCL. VAT (KSH) PER 12-HOUR SHIFT	VAT (16%)	UNIT PRICE INCL. VAT (KSH) PER 12-HOUR SHIFT	REMARKS
GUARD				
DOG & DOG HANDLER				
SUPERVISOR				
STANDBY BACKUP VEHICLE				

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Bidders shall be required to charge uniform prices per zone.

3. That the bidder's quoted prices shall comply with the gazetted government minimum wage guidelines of May 2026. For avoidance of doubt, the bidder shall be required to declare from the quoted price the salary to be paid to the guards while factoring in statutory deductions through the table below:

Zone	Price Quote	SHIF	PAYE	Housing Levy	NITA	NSSF	Salary

Date:

Tender Number and Name: _____

To:
The Kenya Power & Lighting Company PLC,

Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide ……*(insert services description*) for the sum of……..……..…… ……(*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer

_____

Name and Designation of authorised person signing the Tender

_____

Signature of authorised person signing the Tender

_____

Stamp of Tenderer

_____

SCHEDULES OF SERVICES REQUIREMENTS/ACTIVITIES

3.1.1 The Company seeks to procure Guarding Services for its offices and installations spread countrywide including guarding Offices, Control centers, Substations and Stores for the period 1st January 2007 to 31st December 2027.

2) Over 2,800 security guards have recently been deployed and the same applies for this tender.

This Section includes the various schedules that comprise the contract specific Guarding Services requirements.

DETAILED SCHEDULE OF REQUIREMENT

GUARDING ASSIGNMENTS & UPCOMING INSTALLATIONS

CLASS A – GUARDING ASSIGNMENTS					
NAIROBI NORTH ZONE – CLASS 'A' ASSIGNMENTS					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Stima Plaza	Supervisor	1	**1**	2
2	Stima Plaza	Guards	21	**11**	32
3	Stima Plaza Control Room	Guards	3	**3**	6
4	MD's Residence	Guards	1	1	2
5	MD's Residence	Dog + Handler	0	1	1
6	National Control Centre	Supervisor	1	1	2
7	National Control Centre	Guards	6	6	12
8	National Control Centre	Dog + Handler	0	1	1
9	National Control Centre (Staff Residential)	Guards	1	2	3
10	Electricity Hse NRB	Supervisor	1	1	2
11	Electricity Hse NRB	Guards	25	16	41
		TOTALS	**60**	**44**	**104**

MT. KENYA/THIKA ZONE – CLASS 'A' ASSIGNMENTS					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Stima House Nyeri	Guards	7	6	**13**
2	Stima House Nyeri	Supervisor	1	1	**2**
3	Diana Centre	Supervisor	1	1	**2**
4	Diana Centre	Guards	4	3	**7**
5	Kiganjo Control Center/132 Kva Ss	Guards	5	4	**9**
6	Kiganjo Control Center/132 Kva Ss	Supervisor	1	1	**2**
7	Kiganjo Control Center/132 Kva Ss	Dog + Handler	0	1	**1**
8	Kiganjo Stores	Guards	3	3	**6**
9	Kiganjo Stores	Supervisor	1	1	**2**
10	Kutus 132 S/Stn	Guards	2	3	**5**
11	Kutus 132 S/Stn	Dog + Handler	0	1	**1**
12	Kamburu 220 S/Stn	Guards	2	3	5

C.1

C.3

13	Nanyuki 132 Kva Sub Station	Guards	2	2	4
14	Nanyuki 132 Kva Sub Station	Dog + Handler	0	1	1
15	Kiambere	Guards	2	2	4
16	Thika E House	Guards	8	3	**11**
17	Thika E House	Supervisor	1	1	**2**
18	Thika Depot Stores	Guards	6	3	**9**
19	Thika Depot Stores	Supervisor	1	1	**2**
20	Thika Depot Stores	Dog + Handler	0	1	**1**
21	Ndenderu/Nairobi North–220/66 Kv Substation	Dog + Handler	0	1	1
22	Ndenderu/Nairobi North–220/66 Kv Substation	Guards	3	3	6
23	Limuru Depot	Dog + Handler	0	1	1
24	Limuru Depot	Guards	2	2	4
25	Limuru Depot	Supervisor	1	1	2
26	Limuru Commercial Office (Ushirika Plaza)	Dog + Handler	0	1	1
27	Limuru Commercial Office (Ushirika Plaza)	Guards	2	2	4
	TOTAL		**55**	**53**	**108**

WEST KENYA/SOUTH NYANZA ZONE – CLASS 'A' ASSIGNMENTS					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Electricity House Kisumu	Control Room	1	1	2
2	Electricity House Kisumu	Guards	12	6	18
3	Electricity House Kisumu	Supervisor	1	1	2
4	Mamboleo Control Centre	Guards	1	2	3
5	Mamboleo Stores & Pole Yard	Guards	5	4	9
6	Mamboleo Control Centre, Stores & Pole Yard	Dog + Handler	0	1	1
7	Ondiek Road Parking & S/Quarters	Guards	1	2	3
8	Karume Road StaffQ & Wshop	Guards	5	6	11
9	E/Hse Kakamega	Guards	7	5	12
10	E/Hse Kakamega	Supervisor	1	1	2
11	E-Hse Kakamega Control Room	Guards	1	1	2
12	Musaga 132KV Substation	Guards	2	2	4
13	Webuye Panpaper Substation 132	Guards	1	2	3
14	Kisii Office	Guards	3	3	6
15	Kisii Banking Hall	Guards	3	3	6

16	Kisii Banking Hall	Supervisor	1	1	2
17	Kisii Stores	Guards	5	3	8
18	Kisii Stores	Supervisor	1	1	2
19	Kegati 132kv S/Stn	Supervisor	1	1	2
20	Kegati 132kv S/Stn	Guards	4	4	8
	TOTAL		**56**	**50**	**106**

UPCOMING ASSIGNMENTS – CLASS A					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
	Nil		0	0	0
TOTAL – UPCOMING			**0**	**0**	**0**

NAIROBI SOUTH ZONE – CLASS 'A' ASSIGNMENTS					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Isiolo Road Bulk Stores	Guards	6	8	14
2	Isiolo Road Bulk Stores	Dog + Handler	0	1	1
3	Likoni Road 90 Mva	Guards	2	2	4
4	Likoni Road 90 Mva	Dog + Handler	0	1	1
5	Nairobi South Depot/Staff Qtrs.	Guards	16	10	26
6	Nairobi South Depot/Staff Qtrs.	Dog + Handler	0	3	3
7	Nairobi South Depot/Staff Qtrs	Supervisor	1	1	2
8	Athi-River (Portlands) Sub Station	Dog + Handler	0	1	1
9	Athi-River (Portlands) Sub Station	Guards	1	2	3
10	Athi-River 220 Sub Station	Guards	2	2	4
11	Athi-River 220 Sub Station	Dog + Handler	0	1	1
12	Embakasi 220 Transmission Stn	Guards	4	5	9
13	Embakasi 220 Transmission Stn	Dog + Handler	0	1	1
14	Embakasi 220 Transmission Stn	Supervisor	1	1	2
15	Embakasi 220 Kengen Site (New Assignment)	Dog + Handler	0	1	1
16	Embakasi 220 Kengen Site (New Assignment)	Guards	2	2	4
17	City Centre S/Stn	Guards	3	5	8
	TOTAL		**38**	**47**	**85**

IESR/RUARAKA/ROYSAMBU ZONE – CLASS 'A' ASSIGNMENTS

NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL
1	IESR	Supervisor	1	1	**2**
2	Live-Line Gate And Facilities	Guards	2	2	**4**
3	Backyard/Prawler/Class Rooms/Quarters	Guards	2	2	**4**
4	Store	Guards	1	1	**2**
5	Delivery	Guards	1	1	**2**
6	Reception	Guards	1	1	**2**
7	Main Gate	Guards	3	3	**6**
8	IESR	Dog + Handler	0	1	**1**
9	Ruaraka Complex	Supervisor	1	1	**2**
10	Ruaraka Complex	Guards	16	9	**25**
11	Ruaraka Complex	Dog + Handler	0	1	**1**
12	Roysambu Depot	Supervisor	1	1	**2**
13	Roysambu Depot	Dog + Handler	0	1	**1**
14	Roysambu Depot	Guards	9	7	**16**
15	Thika Rd 220 Kv S/Stn	Guards	3	3	**6**
16	Thika Rd 220 Kv S/Stn	Dog + Handler	0	1	**1**
	TOTAL		**41**	**36**	**77**

CENTRAL RIFT ZONE – CLASS 'A' ASSIGNMENTS					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Electricity House Nakuru	Supervisor	1	1	**2**
2	Electricity House Nakuru	Guards	12	5	**17**
3	Lanet Depot/Sub-Station	Guards	6	6	**12**
4	Lanet Depot/Sub-Station	Supervisor	1	1	**2**
5	Lanet Depot/Sub-Station	Dog + Handler	0	1	**1**
6	Nakuru Industrial Area Sub Station	Guards	1	2	**3**
7	Nakuru Industrial Area Depot	Guards	3	3	**6**
8	Naivasha 132 KVA	Guards	4	3	**7**
9	Naivasha 132 KVA	Supervisor	1	0	**1**
10	Naivasha 132 KVA	Dog + Handler	0	1	**1**
11	Makutano Sub-Station 132 KVA	Guards	2	3	**5**
12	OLKaria SubStation - 220KVA	Guards	2	2	**4**
13	Chemosit 132/33kv S/S /Pole Yard	Guards	4	3	**7**

14	Chemosit 132/33kv S/S /Pole Yard	Dog + Handler	0	1	**1**
15	Muhoroni 132/33kv S/S	Guards	2	2	**4**
16	Muhoroni 132/33kv S/S	Dog + Handler	0	1	**1**
17	Kericho Store/Sub Station	Guards	3	3	**6**
18	Nyahururu Store/Sub Station	Supervisor	1	0	**1**
19	Nyahururu Store/Sub Station	Guards	3	3	**6**
	TOTALS		**46**	**41**	**87**

COAST ZONE – CLASS 'A' ASSIGNMENTS					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	E/House Msa	Guards	23	12	35
2	E/Hse MSA	Supervisor	1	1	2
3	Mbaraki Depot	Guards	15	12	27
4	Mbaraki Depot	Dog + Handler	0	1	1
5	Mbaraki Depot	Supervisor	1	1	2
6	Rabai Control	Guards	6	5	11
7	Rabai Control	Supervisor	1	0	1
8	Rabai Control	Dog + Handler	0	1	1
	TOTAL		**47**	**33**	**80**

NORTH RIFT ZONE – CLASS 'A' ASSIGNMENTS					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	KVDA Eldoret Offices	Guards	6	3	**9**
2	KVDA Eldoret Offices	Supervisor	1	0	**1**
3	Oloo Street Banking Hall & Emergency	Guards	4	4	**8**
4	Oloo Street Banking Hall & Emergency	Supervisor	1	0	**1**
5	Eldoret Depot	Guards	6	5	**11**
6	Eldoret Depot	Supervisor	1	0	**1**
7	Eldoret Depot	Dog + Handler	0	1	**1**
8	Rivatex Control Station	Guards	1	2	**3**
9	Rivatex Pole And TX Yard	Guards	4	3	**7**
10	Rivatex Pole And TX Yard	Supervisor	1	1	**2**
11	Rivatex Pole And TX Yard	Dog + Handler	0	1	**1**
12	Eldoret Sub Station	Guards	1	0	**1**

13	Kitale Depot	Guards	4	4	**8**
14	Kitale Sub Station	Guards	1	1	**2**
15	Lessos Control Centre	Guards	6	6	**12**
16	Lessos Control Centre	Supervisor	1	0	**1**
17	Lessos Control Centre	Dog + Handler	0	1	**1**
	TOTAL		**38**	**32**	**70**

UPCOMING ASSIGNMENTS – CLASS A					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
	Nil		0	0	0
TOTAL – UPCOMING			**0**	**0**	**0**

NAIROBI REGION – GUARDING ASSIGNMENTS (CLASS B)

NAIROBI NORTH ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Gigiri Sub Stn	Guards	1	2	3
2	Clay City Plot/Store	Guards	1	2	3
3	Ridgeways Sub Stn	Guards	1	2	3
4	Steel Billet Sub Stn	Guards	1	2	3
5	Airforce Sub Stn	Guards	1	2	3
6	Kitusuru Sub Stn	Guards	1	2	3
7	Bahati Sub Stn	Guards	1	2	3
8	Kimathi Sub Stn	Guards	1	2	3
9	Komarock Sub Stn	Guards	1	2	3
10	Dara Sub Stn	Guards	1	2	3
11	Jevanjee Sub Stn	Guards	1	2	3
12	Muthurwa Sub Stn	Guards	2	2	4
13	Temple Rd Sub Stn	Guards	1	2	3
14	Cathedral Sub Stn	Guards	1	2	3
15	Stima Club	Guards	4	4	8
16	Stima Club	Supervisor	1	0	1
17	Westlands Sub Station	Guards	1	2	3
18	Baba Dogo Sub Stn	Guards	1	2	3
19	Parklands Sub Station	Guards	1	1	2

20	Highridge S/Stn	Guards	1	2	3
21	Fallen Wall On South C Depot	Guards	0	2	2
22	Exposed Underground Cable Opposite Cathedral S/Station	Guards	1	2	3
TOTAL			**25**	**43**	**68**

UPCOMING ASSIGNMENTS – NAIROBI NORTH ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Mwihoko Sub Station	Guards	1	2	3
TOTAL – UPCOMING			**1**	**2**	**3**

NAIROBI SOUTH ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	City Stadium Sub Station	Guards	1	2	3
2	Industrial Area Road Sub Station	Guards	1	2	3
3	New Airport Sub Station	Guards	1	1	2
4	New Airport Sub Station	Dog + Handler	0	1	1
5	Dandora Sub Station	Guards	2	1	3
6	Dandora Sub Station	Dog + Handler	0	1	1
7	NSSF Substation	Guards	1	2	3
8	Villa Franca Substation	Guards	1	2	3
9	Villa Franca Substation	Dog + Handler	0	1	1
10	Umoja 23 MVA Sub Station	Guards	1	2	3
11	Mombasa Road Sub Station	Guards	1	2	3
12	Capacitor Bank	Guards	0	1	1
13	Capacitor Bank	Dog + Handler	0	1	1
14	Machakos Office	Supervisor	0	1	1
15	Machakos Stores	Guards	2	1	3
16	Machakos Sub Station/Pole Yard	Guards	2	2	4
17	Machakos Sub Station/Pole Yard	Dog + Handler	0	1	1
18	Ruai Office	Guards	2	2	4
19	Tala Sub Station (Nguluni)	Guards	1	2	3
20	Tala Sub Station (Nguluni)	Dog + Handler	0	1	1
21	Matuu Sub Station	Guards	1	2	3
22	Kithyoko Sub Station	Guards	1	2	3

23	Muka Mukuu Sub Station	Guards	1	1	2
24	Muka Mukuu Sub Station	Dog + Handler	0	1	1
25	Lukenya Plot/Pole Yard	Guards	2	2	4
26	Wote Parking Yard	Guards	1	2	3
27	Wote Stores	Guards	2	2	4
28	Mtito Andei Sub Station	Guards	1	2	3
29	Mtito Andei Sub Station	Dog + Handler	0	1	1
30	Kiboko Sub Station	Guards	1	1	2
31	Kiboko Sub Station	Dog + Handler	0	1	1
32	Lukenya Sub Station	Guards	2	1	3
		TOTAL	**28**	**47**	**75**

UPCOMING ASSIGNMENTS – NAIROBI SOUTH ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Syokimau SGR Sub Station	Guards	2	2	4
2	Nairobi South Depot Laboratory	Guards	1	1	2
3	Nairobi South Depot Warehouse	Guards	1	1	2
4	Mukuru CBO	Guards	1	2	3
TOTAL – UPCOMING			**5**	**6**	**11**

NAIROBI WEST ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Ragati Substation	Guards	1	1	2
2	Ragati Office	Guards	3	3	6
3	Kabete Substation	Guards	1	2	3
4	Nairobi West Substation/Stores	Guards	7	4	11
5	Nairobi West Substation/Stores	Dog + Handler	0	1	1
6	Karen Substation	Guards	1	2	3
7	Kileleshwa Substation	Guards	1	2	3
8	Langata Substation	Guards	1	2	3
9	Lavington Substation	Guards	1	2	3
10	Karen O&M Office (New)	Guards	1	1	2
11	Dagoretti Substation	Guards	1	2	3
12	Mamlaka Substation	Guards	1	2	3

13	Magadi S/Station	Guards	1	2	3
14	Nkoroi Substation	Guards	1	2	3
15	Ngong Office- Milele Mall	Guards	3	2	5
16	Kajiado Substation	Guards	1	2	3
17	Ngong Substation	Guards	1	2	3
18	Ngong Road Substation	Guards	1	2	3
19	Kitengela Epz Office	Guards	3	2	5
20	Loitoktok Substation	Guards	1	1	2
21	Namanga Office	Guards	1	2	3
22	Namanga Store	Guards	2	2	4
23	Kitengela Substation	Guards	1	2	3
24	Kitengela Stores	Guards	1	2	3
25	Kitengela Stores	Dog + Handler	0	1	1
26	Loitoktok Stores	Guards	1	2	3
27	Maasai Mall/Office/Store Ongata Rongai	Guards	2	2	4
28	Maasai Mall/Yard	Guards	1	2	3
29	Kajiado Pole Yard	Guards	1	2	3
30	Kisaju Sub-Station	Guards	2	0	2
31	Kisaju Sub-Station	Dog + Handler	0	1	1
		Total	**43**	**57**	**100**

UPCOMING ASSIGNMENTS – NAIROBI WEST ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Ololua 66/11 Kv	Guards	2	2	4
2	Isinya Substation 66/11 Kv	Guards	2	3	5
3	Isinya Substation 66/11 Kv	Supervisor	1	1	2
4	Isinya Substation 66/11 Kv	Dog + Handler	0	1	1
5	Kimuka Substation 220/33 Kv	Guards	1	2	3
6	Lavington O&M Office	Guards	1	2	3
TOTAL – UPCOMING			**7**	**11**	**18**

MT. KENYA REGION – GUARDING ASSIGNMENTS (CLASS B)

MT. KENYA WEST ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Ruringu S/Stn	Guards	2	2	4
2	Sagana Falls	Guards	1	2	3
3	Othaya S/Stn	Guards	1	2	3
4	Mweiga S/Stn	Guards	1	2	3
5	Narumoro S/Stn	Guards	1	2	3
6	Gamerock S/Stn/Kiganjo 33KVA	Guards	1	2	3
7	Gamerock S/Stn/Kiganjo 33KVA	Dog + Handler	0	1	1
8	Karatina S/Stn	Guards	1	2	3
9	Mukurue-Ini S/Stn	Guards	1	2	3
10	Muirungi SS 33KVA (Chinga)	Guards	1	2	3
11	Kerugoya Office	Guards	3	2	5
12	Kerugoya Office	Supervisor	1	1	2
13	Kerugoya Stores	Guards	3	2	5
14	Kerugoya S/Stn	Guards	1	2	3
15	Kutus 33 S/Stn	Guards	1	2	3
16	Sagana S/Stn	Guards	1	2	3
17	Mwea 33 S/Stn	Guards	1	2	3
18	Kerugoya/Kagumo 33 S/Stn	Guards	1	2	3
19	Kiamatugu SS	Guards	1	2	3
20	Kutus Stores	Guards	3	4	7
21	Muranga Office	Guards	4	4	8
22	Murang'a Stores	Supervisor	1	1	2
23	Murang'a Stores	Guards	2	3	5
24	Muranga S/Stn	Guards	1	2	3
25	Makuyu Stores	Guards	3	3	6
26	Makuyu S/Stn	Guards	2	2	4
27	Ng'araria S/Stn	Guards	1	2	3
28	Githambo 33 S/Stn	Guards	1	2	3
29	Kangema S/Stn	Guards	1	2	3
30	Gatakaini Sub Station	Guards	1	2	3
31	Kaharati S/Stn	Guards	1	2	3

TOTAL			44	65	109

UPCOMING ASSIGNMENTS – MT. KENYA WEST ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
	Nil		0	0	0
TOTAL – UPCOMING			**0**	**0**	**0**

MT. KENYA EAST ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Embu Office	Guards	6	5	11
2	Supervisors (Embu Office)	Supervisor	1	1	2
3	Embu East S/Stn(Embu Town)	Guards	2	2	4
4	Muthatari Store/Pole Yard	Guards	3	3	6
5	Muthatari Store/Pole Yard	Dog + Handler	0	1	1
6	Embu S/Stn(Muthatari)	Guards	1	2	3
7	Kiambere Rpt Stn	Guards	1	2	3
8	Kivaa/Kamburu Office	Guards	1	2	3
9	Kamburu 132 S/Stn	Guards	2	2	4
10	Kamburu 33/11 S/Stn	Guards	1	1	2
11	Kindaruma Ss 33 Kva	Guards	1	2	3
12	Kyeni S/Stn 33 KVA	Guards	1	2	3
13	Embu Ask Stand	Guards	1	1	2
14	Masinga S/Stn	Guards	1	2	3
15	Marima S/Stn	Guards	1	2	3
16	Kajuki Store/Pole Yard	Guards	3	3	6
17	Kajuki Switching Station	Guards	1	1	2
18	Meru Office	Guards	5	4	9
19	Meru Zone	Supervisor	1	1	2
20	Kinoru S/Stn	Guards	2	2	4
21	Embori S/Stn	Guards	1	2	3
22	Kianjai S/Stn	Guards	1	2	3
23	Kanyekine S/Stn	Guards	1	2	3
24	Mikinduri 33 S/Stn	Guards	1	2	3
25	Nkuene S/St.	Guards	1	2	3

26	Nanyuki Office	Guards	3	3	6
27	Nanyuki Leave House	Guards	1	1	2
28	Equator 33 S/Stn /Stores	Guards	3	4	7
29	Nanyuki Staff Qrts	Guards	1	2	3
		Total	**48**	**61**	**109**
TOTAL					

UPCOMING ASSIGNMENTS – MT. KENYA EAST ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Maua S/Stn	Guards	1	2	3
2	Maua Stores	Guards	2	1	3
3	Ruiri Stores Meru	Guards	3	3	6
4	Ruiri Stores Meru	Dog + Handler	0	1	1
5	Marania Substation	Guards	1	2	3
6	Kiunyu S/St.	Guards	1	2	3
TOTAL – UPCOMING			**8**	**11**	**19**

UPCOMING ASSIGNMENTS – ISIOLO/MARSABIT ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Timau Office	Guards	1	2	3
2	Wamba Office	Guards	2	2	4
3	Archers Post Office	Guards	2	2	4
TOTAL – UPCOMING			**5**	**6**	**11**

CENTRAL RIFT REGION – GUARDING ASSIGNMENTS (CLASS B)

NAKURU/KERICHO/NAROK ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Kabarak Sub-Station	Guards	1	2	3
2	Mwariki Sub Station	Guards	1	2	3
3	Rongai Sub-Station	Guards	1	2	3
4	Njoro Sub-Station	Guards	1	2	3
5	Elburgon Sub-Station	Guards	1	2	3
6	Olbanita Substation	Guards	1	2	3
7	Bahati Sub-Station	Guards	1	2	3
8	Subukia Sub-Station	Guards	1	2	3
9	Kikopey Sub-Station	Guards	1	2	3
10	Naivasha Office	Guards	4	3	7
11	Naivasha Yard	Guards	1	2	3
12	Marula Sub-Station	Guards	1	2	3
13	DCK Sub-Station	Guards	1	2	3
14	Standard Gauge Railway Sub Station	Guards	1	2	3
15	Molo Sub Station	Guards	1	2	3
16	Soilo Sub Station	Guards	1	2	3
17	Kihoto Sub Station	Guards	1	2	3
18	Kericho Office	Guards	2	2	4
19	Londiani Sub-Station	Guards	1	2	3
20	Chepseon Sub-Station	Guards	1	2	3
21	Kitco Jamjii Sub-Station	Guards	1	1	2
22	Kitco Jamjii Sub-Station	Dog + Handler	0	1	1
23	Litein S/Stn	Guards	1	2	3
24	Sosiot Substation	Guards	1	2	3
25	Kabianga Sub Station	Guards	1	2	3
26	Narok Office/Stores/Sub Station Supervisor	Supervisor	1	1	2
27	Narok Sub-Station/Stores	Guards	2	3	5
28	Narok Pole Yard	Guards	1	2	3
29	Ngema 66Kv	Guards	1	2	3
30	Olulunga Sub Station	Guards	1	2	3
TOTAL			**34**	**59**	**93**

UPCOMING ASSIGNMENTS – NAKURU/KERICHO/NAROK ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Changoi S/Station	Guards	1	2	3
TOTAL – UPCOMING			**1**	**2**	**3**

BOMET / BARINGO / NYANDARUA ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Bomet Sub/Station /Store	Guards	3	3	6
2	Sotik /Chebilat 33/11KV S/Stn	Guards	1	2	3
3	Kilgoris Sub Station	Guards	1	2	3
4	Mogogosiek Sub-Station.	Guards	1	2	3
5	Ravine Stores	Guards	1	2	3
6	Timboroa Sub Station	Guards	1	2	3
7	Marigat S/Stn	Guards	1	2	3
8	Kabarnet Office /Store/Poleyard /S/Stn	Supervisor	1	1	2
9	Kabarnet S/Stn/Stores	Guards	2	3	5
10	Kabarnet Poleyard	Guards	1	2	3
11	Kipsaraman Substation	Guards	1	2	3
12	Maralal Sub Station	Guards	1	1	2
13	Maralal Stores	Guards	1	2	3
14	Baragoi Power Station	Guards	2	2	4
15	Ol Kalou Office	Guards	2	2	4
16	Ol Kalou Stores	Guards	1	2	3
17	Matundura Sub-Station	Guards	1	2	3
18	Magumo Sub-Station	Guards	1	2	3
19	Wanjohi Sub-Station	Guards	1	2	3
20	Special Economic Zone Sub Station	Guards	2	2	4
21	Nyahururu Office	Guards	2	2	4
22	Rumuruti Sub Station	Guards	1	2	3
TOTAL			**29**	**44**	**73**

UPCOMING ASSIGNMENTS – BOMET / BARINGO / NYANDARUA ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Ndaragwa 33/11 Sub Station	Guards	1	2	3
2	Kilgoris Pole Yard	Guards	1	2	3
3	Siongiroi 33/11 KV Sub Station	Guards	1	2	3
TOTAL – UPCOMING			**3**	**6**	**9**

COAST REGION – GUARDING ASSIGNMENTS (CLASS B)

KWALE/TAITA TAVETA ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Mwatate S/S	Guards	1	2	3
2	Mariakani S/S	Guards	2	2	4
3	Maungu S/S	Guards	2	3	5
4	Voi Office/Stores/SS	Guards	7	8	15
5	Voi Office/Stores/SS	Supervisor	1	1	2
6	Voi Office/Stores/SS	Dog + Handler	0	1	1
7	Taveta Poleyard	Guards	1	2	3
8	Wundanyi S/S	Guards	2	2	4
9	KPC Maungu S/S	Guards	1	2	3
10	Msambweni S/S	Guards	2	2	4
11	Ukunda Stores	Guards	2	2	4
12	Ukunda S/S	Guards	1	2	3
13	Ukunda Poles Yard	Guards	2	2	4
14	Diani S/S	Guards	2	2	4
15	Horohoro S/S	Guards	1	2	3
TOTAL			**27**	**35**	**62**

UPCOMING ASSIGNMENTS – KWALE/TAITA TAVETA ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Base Titanium S/S	Guards	2	2	4
2	Kwale S/S	Dog + Handler	0	1	1
3	Kwale S/S	Guards	3	4	7
TOTAL – UPCOMING			**5**	**7**	**12**

MOMBASA ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Nyali Substation	Guards	1	2	3
2	Tononoka S/Station	Guards	1	2	3
3	Likoni S/S And Leave House	Guards	2	2	4
4	Makande S/S	Guards	1	2	3
5	Miritini S/S	Guards	1	2	3

6	Shanzu S/S	Guards	2	3	5
7	Utange Power Station	Guards	1	2	3
8	Jomvu S/S	Guards	2	2	4
9	Changamwe S/S	Guards	1	2	3
10	Bamburi S/S	Guards	3	4	7
11	Kipevu S/S	Guards	3	4	7
12	Kipevu S/S	Dog + Handler	0	1	1
13	Portreitz/Migadini S/S	Guards	2	2	4
14	Tsavo Power	Guards	4	6	10
15	Nyali Substation	Guards	1	2	3
16	Tononoka S/Station	Guards	1	2	3
TOTAL			**26**	**40**	**66**

UPCOMING ASSIGNMENTS – MOMBASA ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
	Nil		0	0	0
TOTAL – UPCOMING			**0**	**0**	**0**

KILIFI ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Chasimba Repeater	Guards	1	2	3
2	Mtwapa Station	Guards	1	2	3
3	Mtwapa Office	Guards	2	2	4
4	Kanamai S/S	Guards	2	2	4
5	Watamu S/S	Guards	1	2	3
6	Kilifi Office	Guards	2	2	4
7	Kilifi S/S	Guards	1	2	3
8	Kilifi Stores	Guards	2	2	4
9	Sokoke Repeater Station	Guards	1	2	3
10	Gede S/S	Guards	1	2	3
11	Malindi S/S	Guards	2	3	5
12	Malindi Pole Yard	Guards	1	1	2
13	Hola Power Station/Stores	Guards	2	3	5

14	Hola Power Station/Stores	Dog + Handler	0	1	1
15	Hola Office	Guards	1	2	3
16	Ramadhan Pri RPT Station	Guards	1	2	3
17	Hara Repeater Station	Guards	1	2	3
18	Rabai Poleyard	Guards	2	2	4
19	Kaloleni S/S	Guards	1	2	3
20	New Kikambala S/S	Guards	2	2	4
30	Bomani Sub Station	Guards	3	3	6
31	Bomani Sub Station	Supervisor	0	1	1
32	Bomani Sub Station	Dog + Handler	0	1	1
33	Mtondia S/S	Guards	2	3	5
34	Sabaki S/S	Guards	2	2	4
35	Malindi E Plant	Guards	2	3	5
36	Kokotoni S/S	Guards	2	2	4
37	New Kaloleni	Guards	2	3	5
38	Weru 220KV Solar	Guards	3	4	7
39	Weru 220KV Solar	Dog + Handler	0	1	1
40	Rabai Land	Guards	1	2	3
		Total	**39**	**55**	**94**
	LAMU/GARSEN ZONE- CLASS B				
NO.	ASSIGNMENT	REQUIRED SUPPLY	DAY	NIGHT	TOTAL
1	Kiunga S/S	Guards	2	3	5
2	Mpeketoni S/S	Guards	2	2	4
3	Mpeketoni Office	Guards	2	2	4
4	Lamu Office	Guards	1	1	2
5	Lamu Emergency/Stores	Guards	3	4	7
6	Lamu Island Repeater	Guards	1	2	3
7	Lamu S/S	Guards	2	2	4
8	Witu Repeater Station	Guards	1	2	3
9	Faza S/S	Guards	2	3	5
10	Hola Power Station/Stores	Guards	2	3	5
11	Hola Power Station/Stores	Dog + Handler	0	1	1

12	Hola Office	Guards	1	2	3
13	Ramadhan Pri RPT Station	Guards	1	2	3
14	Hara Repeater Station	Guards	1	2	3
		TOTAL	**21**	**31**	**52**

UPCOMING ASSIGNMENTS – NORTH COAST ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
	Nil		0	0	0
TOTAL – UPCOMING			**0**	**0**	**0**

NORTH RIFT REGION – GUARDING ASSIGNMENTS (CLASS B)

UASIN GISHU / NANDI / TRANS NZOIA ZONE /ELGEIYO MARAKWET– CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Kapsumbeiywa Sub Station	Guards	1	2	3
2	Lessos Sub Station	Guards	1	2	3
3	Kapsabet/Kamobo Pole Yard	Guards	1	2	3
4	Nandi Hills Sub Station	Guards	1	2	3
5	Chebarbar Sub Station	Guards	1	2	3
6	Aldai Sub Station	Guards	1	2	3
7	Kabiyet Sub Station	Guards	1	2	3
8	Kaplamai Sub Station	Guards	1	2	3
9	Cherangany Sub Station	Guards	1	2	3
10	Endebbes Substation	Guards	1	2	3
11	Moi's Bridge Sub Station	Guards	1	2	3
12	Muyodi Office And Staff Qtrs	Guards	1	2	3
13	Eldoret Industrial Sub Station	Guards	1	2	3
14	Elgon View Sub Station	Guards	1	2	3
15	Chepkoilel Sub Station	Guards	1	2	3
16	Moi Barracks Sub Station	Guards	1	2	3
17	Moiben Substation	Guards	1	2	3
18	Iten Pole Yard	Guards	1	2	3
19	Kapsowar Sub Station	Guards	1	2	3
	TOTAL		**19**	**38**	**57**

UPCOMING ASSIGNMENTS – UASIN GISHU / NANDI / TRANS NZOIA ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Burnt Forest Sub Station	Guards	1	2	3
2	Turbo Sub Station	Guards	1	2	3
3	Ngeria Sub Station	Guards	2	2	4
4	Alten Sub Station	Guards	2	2	4
5	Kapseret Sub Station	Guards	1	2	3
6	Kitale 132Kv Substation	Guards	1	2	3
7	Kiminini Substation	Guards	1	2	3
8	Ndalu Substation	Guards	1	2	3
TOTAL – UPCOMING			**10**	**16**	**26**

UPCOMING ASSIGNMENTS – TURKANA / WEST POKOT / ELGEYO MARAKWET ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Konyao Sub Station	Guards	1	2	3
TOTAL – UPCOMING			**1**	**2**	**3**

WEST KENYA REGION – GUARDING ASSIGNMENTS (CLASS B)

KISUMU/SIAYA/VIHIGA ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Obote Road Substation	Guards	1	2	3
2	Kisian Substation	Guards	1	2	3
3	Miwani Substation	Guards	1	2	3
4	Muhoroni Sugar Substation	Guards	1	2	3
5	Muhoroni Office	Guards	2	2	4
6	Chemeli Substation	Guards	1	2	3
7	Maseno Substation	Guards	2	3	5
8	Kibos Substation	Guards	1	2	3
9	Ahero Substation	Guards	1	2	3
10	Kisumu South Substation	Guards	1	2	3
11	Sondu Sub Station	Guards	1	2	3
12	Kisumu East Substation	Guards	3	3	6
13	Opoda Pole Yard	Guards	1	2	3
14	Siaya Substation	Guards	1	2	3
15	Siaya Store	Guards	2	2	4
16	Nyamninia Substation	Guards	1	2	3
17	Ruambwa Substation	Guards	1	2	3
18	Majengo Substation	Guards	2	2	4
19	Chavakali Substation	Guards	1	2	3
20	Cheptulu Sub Station	Guards	1	2	3
21	RM's Residence	Guards	1	2	3
22	Mbale Office	Guards	3	2	5
TOTAL			**30**	**46**	**76**

UPCOMING ASSIGNMENTS – KISUMU/SIAYA/VIHIGA ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Kombewa Mkt Substation	Guards	1	2	3
2	Katito Mkt Substation	Guards	1	2	3
3	Kiboswa Mkt Substation	Guards	1	2	3
4	Bondo Substation	Guards	1	2	3
5	Wagai Mkt Substation	Guards	1	2	3
6	Ugunja Mkt Substation	Guards	1	1	2
7	Mbale Parking/Stores	Guards	1	1	2
TOTAL – UPCOMING			**7**	**12**	**19**

BUSIA / KAKAMEGA / BUNGOMA ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Bumala Substation	Guards	1	2	3
2	Busia Tower 40 Repeater Station	Guards	1	1	2
3	Korinda Substation	Guards	1	2	3
4	Rangala Stores Yard	Guards	1	2	3
5	Butere Substation	Guards	1	2	3
6	Mumias Substation	Guards	1	2	3
7	Kakamega Pole Yard	Guards	3	3	6
8	Kakamega Substation	Guards	1	2	3
9	Ingotse Substation	Guards	1	2	3
10	Mumias Nucleus Sub Station	Guards	3	4	7
11	Mumias Sugar-Sub Station	Guards	1	1	2
12	Webuye 33/11kv Substation	Guards	1	2	3
13	Sibembe Substation	Guards	1	2	3
14	Bungoma Store	Guards	2	3	5
15	Bukembe Sub-Station 33/11kv	Guards	1	2	3
16	Malakisi Sub-Station 33/11kv	Guards	1	2	3
TOTAL			**21**	**34**	**55**

UPCOMING ASSIGNMENTS – BUSIA / KAKAMEGA / BUNGOMA ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Nambale Mkt Substation	Guards	1	2	3
2	Butsotso Substation	Guards	1	2	3
3	Kimilili Office	Guards	1	2	3
4	Malaba Substation	Guards	1	2	3
TOTAL – UPCOMING			**4**	**8**	**12**

SOUTH NYANZA REGION – GUARDING ASSIGNMENTS (CLASS B)

MIGORI / HOMA BAY / NYAMIRA ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Migori 33/11 Kv S/Station	Guards	1	2	3
2	Awendo 33/11 Kv S/Station	Guards	1	2	3
3	Mfangano Power Station	Guards	4	4	8
4	Mfangano Power Station	Supervisor	1	1	2
5	Nyangena 33/11 Kv	Guards	1	2	3
6	Keroka S/Stn	Guards	1	2	3
7	Kiamokama S/Stn	Guards	1	2	3
8	Nyamira 33/11 Kv S/Station	Guards	1	2	3
9	Ikonge S/Stn	Guards	1	2	3
10	Ikonge S/Stn	Supervisor	1	1	2
11	Matutu S/Stn	Guards	1	2	3
12	Migori Pole Yard	Guards	2	2	4
13	Nyamira Pole Yard	Guards	2	2	4
14	Homabay Transformer Workshop	Guards	2	2	4
15	Homabay Stores	Guards	2	2	4
16	Homa Bay 33/11 Kv S/Station	Guards	1	2	3
17	Homabay staff quarters				
18	Oyugis 33/11Kv SS	Guards	1	2	3
19	Adiedo 33/11KV	Guards	1	2	3
20	Kenyenya S/Station	Guards	1	2	3
21	Kisii 33/11KV	Guards	1	2	3
TOTAL			**25**	**39**	**64**

UPCOMING ASSIGNMENTS – MIGORI / HOMA BAY / NYAMIRA ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Kehancha 33/11 Kv S/Station	Guards	1	2	3
2	Ndiwa 33/11/Kv S/Station	Guards	1	2	3
3	Kiabuya 33/11kv S/Station	Guards	1	2	3
4	Ngodhe Island Solar Station	Guards	1	2	3
5	Takawiri Island Solar Station	Guards	1	2	3
TOTAL – UPCOMING			**5**	**10**	**15**

NORTH EASTERN REGION – GUARDING ASSIGNMENTS (CLASS B)

THIKA/RUIRU/KITUI ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Ndarugu Sub Station	Guards	2	2	4
2	Ndarugu Sub Station	Dog + Handler	0	1	1
3	Ndula Sub Station	Guards	1	2	3
4	Thika Industrial Sub Station	Guards	1	2	3
5	Thika Industrial Sub Station	Dog + Handler	0	1	1
6	JKUAT 66/11 KV Substation	Guards	1	1	2
7	JKUAT 66/11 KV Substation	Dog + Handler	0	1	1
8	Thika Pole Yard	Guards	2	2	4
9	Thika Pole Yard	Dog + Handler	0	1	1
10	Ruiru – Transmission Office	Guards	3	2	5
11	Ruiru – Transmission Office	Dog + Handler	0	1	1
12	Ruiru Emergency Office	Guards	3	2	5
13	Ruiru Substation	Guards	1	1	2
14	Ruiru Stores	Guards	4	3	7
15	Ruiru Emergency Office/Stores/Substn	Supervisor	1	1	2
16	Ruiru Emergency Office/Stores/Substn	Dog + Handler	0	1	1
17	Ruiru TX Repair Workshop	Guards	1	2	3
18	Mwingi Office/Store	Guards	3	2	5
19	Mwingi - Pole Yard	Guards	2	2	4
20	Kitui Commercial Office	Guards	2	2	4
21	Kitui Commercial Office	Supervisor	1	0	1
22	Kitui Substation	Guards	1	2	3
23	Kitui Stores/Pole Yard	Guards	3	2	5
TOTAL			**32**	**36**	**68**

UPCOMING ASSIGNMENTS – THIKA/RUIRU/KITUI ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Kisii – Stores (Thika Industrial)	Guards	2	2	4
2	Kisii – Stores (Thika Industrial)	Dog + Handler	0	1	1
3	Thika SACDEP – Pole Yard	Guards	2	2	4
4	Thika SACDEP – Pole Yard	Dog + Handler	0	1	1
5	Kitui 132/33KV S/S	Guards	2	2	4
6	Kitui 132/33KV S/S	Dog + Handler	0	1	1
7	Mutomo Office-Proposed	Guards	1	2	3
8	Kyusiani Office - Proposed	Guards	1	2	3
9	Tseikuru Office - Proposed	Guards	1	2	3
TOTAL – UPCOMING			**9**	**15**	**24**

KIAMBU/GITHUNGURI/GATUNDU/LIMURU/KIKUYU ZONE – CLASS B					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Kirigiti Substation	Guards	1	1	2
2	Kirigiti Substation	Dog + Handler	0	1	1
3	Ng'ethu 33/11 KV Sub Station	Guards	1	2	3
4	Cianda – Sub-Station	Guards	1	2	3
5	Cianda – Sub-Station	Dog + Handler	0	1	1
6	Nyaga - Sub Station	Guards	1	1	2
7	Nyaga - Sub Station	Dog + Handler	0	1	1
8	Maimahiu 66/11 KV Substation	Guards	2	2	4
9	Kikuyu Sub Station	Guards	1	1	2
10	Kikuyu Sub Station	Dog + Handler	0	1	1
11	Kikuyu Office	Guards	2	2	4
12	Rironi Sub Station	Guards	1	2	3
13	Rironi Sub Station	Dog + Handler	0	1	1
14	Uplands 66/11 KV Substation	Guards	1	2	3
15	Uplands 66/11 KV Substation	Dog + Handler	0	1	1
16	Ichaweri/Gatundu/Kimunyu 33/11KV SS	Guards	1	2	3
17	Karuri/Banana 33/11 KV Substation	Guards	1	1	2
18	Karuri/Banana 33/11 KV Substation	Dog + Handler	0	1	1
19	Githunguri 66/11 KV Substation	Guards	1	2	3

20	Githunguri 66/11 KV Substation	Dog + Handler	0	1	1
21	Lower Kabete – 66/11 KV Substation	Guards	1	1	2
22	Lower Kabete – 66/11 KV Substation	Dog + Handler	0	1	1
TOTAL			**15**	**30**	**45**

UPCOMING ASSIGNMENTS – KIAMBU/GITHUNGURI/GATUNDU/LIMURU/KIKUYU ZONE (CLASS B)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Kitusuru 66/11 KV Sub-Station	Guards	1	2	3
TOTAL – UPCOMING			**1**	**2**	**3**

CLASS C – GUARDING ASSIGNMENTS

NAIROBI EAST ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Hamsa Staff Quarters	Guards	1	2	3
2	Mathare CBO Office	Guards	1	2	3
3	Highridge Staff Qtrs.	Guards	2	2	4
4	Limuru/ Forest Rd Vacant Plot	Guards	1	1	2
5	Forest Rd Staff Quarters	Guards	1	2	3
6	Pangani Staff Qtrs.	Guards	1	2	3
7	Underground Cable Along Cathedral–Parklands Feeder	Guards	2	2	4
8	Mbotela Staff Quarters	Guards	1	2	3
9	Mombasa Road Vacant Plot	Guards	1	2	3
10	Imara Daima Wayleaves Trace	Guards	1	2	3
11	Kiang'ombe Wayleaves Trace	Guards	2	2	4
12	Mombasa Road Pole Yard/Vacant Plot	Guards	2	1	3
13	Mombasa Road Pole Yard/Vacant Plot	Dog + Handler	0	1	1
14	Mlolongo Office	Guards	2	2	4
15	Triumph Switching Station	Guards	1	2	3
16	Mua Hill Repeater Stn	Guards	1	2	3
17	Mwala Emergency Office	Guards	1	2	3
18	Ruai Sub Stn	Guards	1	2	3
19	Tala Offices	Guards	2	2	4
20	Matuu Office	Guards	1	2	3
21	Oldonyo Sabuk Repeater Stn	Guards	1	2	3
22	Wote Office	Guards	1	2	3
23	Mtito Andei Office	Guards	1	2	3
24	Emali Office	Guards	1	2	3
25	Emali Stores	Guards	2	2	4
26	Kibwezi Office	Guards	1	2	3
27	Kilome Repeater Station	Guards	1	2	3
28	Mbui Nzau Repeater Station	Guards	1	2	3
29	Theke Repeater Station	Guards	1	2	3
		TOTAL	**35**	**55**	**90**

NAIROBI WEST ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Jamhuri ASK Stand	Guards	1	1	2
2	Kibera CBO	Guards	1	2	3
3	Manholes 12, 13 & 14 Along Southern Bypass, Langata	Guards	2	4	6
4	Underground Cables From Haile Selassie Round About To Under The Bridge Along Uhuru Highway	Guards	2	3	5
5	Underground Cables From Railways Golf Course Gate To NHIF Office	Guards	3	5	8
6	Underground Cables Along Mombasa Road (Nyayo Stadium) To Near South C Substation	Guards	2	3	5
7	Underground Cables At Boulevard Next To KBC Perimeter Wall	Guards	3	5	8
8	Underground Cables 66kv Site Within Golf Course Along Haile Selassie Avenue	Guards	1	2	3
9	Underground Cables Within Uhuru Park	Guards	1	2	3
10	Underground Cables At Bunyala Roundabout Near Heroes Cemetery	Guards	1	2	3
11	Underground Cable 66kv Cathedral - Ragati Feeder	Guards	1	2	3
12	Underground Cables At UoN Near Expressway Exit, Museum Hill	Guards	4	6	10
13	Underground Cables Near Fence Of St. Paul Church	Guards	3	4	7
14	Kajiado Office	Guards	2	2	4
15	Ngong Hills Repeater Station	Guards	1	2	3
16	Loitoktok Office	Guards	1	2	3
17	Enkarasha Repeater Station	Guards	1	2	3
18	Birika Transmitter In Namanga	Guards	1	2	3
TOTAL			**31**	**51**	**82**

UPCOMING ASSIGNMENTS – NAIROBI WEST ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Mtito Andei Pole Yard	Guards	1	1	2
2	Kikima Office	Guards	1	2	3
3	Nkoroi O&M Office	Guards	1	1	2
TOTAL – UPCOMING			**3**	**4**	**7**

MT. KENYA REGION – CLASS C					
MT. KENYA ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Blue Valley Staff Quarters	Guards	1	2	3
2	Othaya Office	Guards	1	2	3
3	Nyeri Leave House	Guards	1	1	2
4	Old Stima Club/Archives	Guards	1	1	2
5	Kabiruini Ask Stand	Guards	1	1	2
6	Nyeri Hill Rpt Stn	Guards	1	1	2
7	Karatina Office	Guards	2	2	4
8	Mwea Office	Guards	2	2	4
9	Kenol Office	Guards	2	2	4
10	Kangari Hill Offices	Guards	2	2	4
11	Kangema Office	Guards	2	2	4
12	Ithanga Office	Guards	1	2	3
13	Gatanga Office	Guards	1	2	3
14	Karue Hill Rpt Stn	Guards	1	2	3
15	Kiritiri Office	Guards	2	2	4
16	Chuka Office	Guards	3	3	6
17	Marimanti Office	Guards	1	2	3
18	Chogoria Office	Guards	2	2	4
19	Maua Office	Guards	2	2	4
20	Nyambene Rpt Stn	Guards	1	2	3
21	Nkubu Office	Guards	1	2	3
TOTAL			**31**	**39**	**70**

UPCOMING ASSIGNMENTS – MT. KENYA ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Mikinduri Office	Guards	2	2	4
2	Maili Tatu Switching Station	Guards	1	2	3
3	Mutuati Office	Guards	2	2	4
4	Runyenjes Office	Guards	2	2	4
5	Mweiga Office	Guards	1	2	3
6	Narumoro Office	Guards	1	2	3
TOTAL – UPCOMING			**9**	**12**	**21**

MT. KENYA REGION – CLASS C					
ISIOLO/MARSABIT ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Isiolo Office	Guards	3	2	5
2	Isiolo S/Station	Guards	2	2	4
3	Merti Office	Guards	1	2	3
4	Merti S/Stn	Guards	2	2	4
5	Garba Tulla Office	Guards	1	2	3
6	Marsabit Office	Guards	2	2	4
7	Marsabit Power Stn	Guards	2	2	4
8	Marsabit Windstar Power Stn	Guards	2	2	4
9	Moyale S/Stn/Staff Quarters	Guards	4	6	10
10	Moyale Commercial Town Office	Guards	1	2	3
11	Laisamis S/Stn	Guards	2	2	4
12	North Horr Office	Guards	2	2	4
13	Ambalo Power Station(Solar)	Guards	2	2	4
14	Illaut Power Station(Solar)	Guards	2	2	4
15	Balesa Power Station(Solar)	Guards	2	2	4
16	Moyale Border Switching Station	Guards	1	1	2
17	Sololo Office And Substation	Guards	2	2	4
18	Maikona Power Station	Guards	2	2	4
19	Oldaiga Rpt Stn	Guards	1	2	3
20	Kahurura 33/11	Guards	1	2	3
TOTAL			**37**	**43**	**80**

UPCOMING ASSIGNMENTS – ISIOLO/MARSABIT ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
	Nil		0	0	0
TOTAL – UPCOMING			**0**	**0**	**0**

CENTRAL RIFT REGION – CLASS C					
CENTRAL RIFT ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Nakuru ASK Stand	Guards	1	2	3
2	Milimani Staff Quaters	Guards	1	1	2
3	Molo Office	Guards	2	2	4
4	Gilgil Office	Guards	2	2	4
5	Eburu Repeater Stn	Guards	1	2	3
6	Bahati Office	Guards	1	2	3
7	Londiani Repeater Station	Guards	1	2	3
8	Kiptere Office	Guards	1	2	3
9	Narok Office	Guards	2	2	4
10	Mutonyi Hills Repeater Station	Guards	1	2	3
11	Bomet Office	Guards	3	2	5
12	Sotik Office	Guards	2	2	4
13	Kilgoris Office	Guards	2	2	4
14	Tiroto Primary Radio Repeater Station	Guards	1	2	3
15	Ravine Office	Guards	1	2	3
16	Ravine Sub-Station	Guards	1	2	3
17	Marigat Office	Guards	1	2	3
18	Kabarnet Office	Guards	2	2	4
19	Kapsigon Repeater Station	Guards	1	2	3
20	Maralal Office	Guards	2	2	4
21	Ol Kalou Sub-Station	Guards	1	2	3
22	Engineer Office	Guards	2	2	4
23	Igwa Miti Repeater Station	Guards	1	2	3
TOTAL			**33**	**45**	**78**

UPCOMING ASSIGNMENTS – CENTRAL RIFT ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Londiani Emergency Office	Guards	1	2	3
2	Mai Mahiu Emergency Office	Guards	1	2	3
3	Mau Narok Emergency Office	Guards	1	2	3
4	Olenguruone Emergency Office	Guards	1	2	3
5	Mogotio Office	Guards	1	2	3
6	Salgaa Emergency Office	Guards	1	2	3
7	Litein Emergency Office	Guards	1	2	3
8	Olulunga Emergency Office	Guards	1	2	3
9	Magumo Emergency Office	Guards	1	2	3
10	Rumuruti Office	Guards	2	2	4
11	Mogogosiek Emergency Office	Guards	1	2	3
12	Mogotio Emergency Office	Guards	1	2	3
13	Baragoi Office	Guards	1	2	3
TOTAL – UPCOMING			**14**	**26**	**40**

COAST REGION – CLASS C					
MOMBASA/TAVETA ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Mariakani Office	Guards	1	2	3
2	Taru Hill Repeater Station	Guards	1	2	3
3	Wundanyi Office	Guards	1	2	3
4	Taveta Office	Guards	2	2	4
5	Vuria Repeater	Guards	1	2	3
6	New Golini Repeater Station	Guards	1	2	3
7	Ramisi Repeater	Guards	1	2	3
8	Ukunda Office	Guards	3	2	5
9	Samburu Office	Guards	2	2	4
10	Nyali Plot 1653	Guards	1	1	2
11	Nyali Plot 525	Guards	1	1	2
12	Nyali Plot 517	Guards	3	3	6
13	Nyali Plot 1190	Guards	1	1	2
14	Nyali Plot 518	Guards	1	1	2

15	Likoni Office	Guards	2	2	4
16	Mombasa ASK Stand	Guards	2	2	4
17	Ganjoni S/Quarters	Guards	2	2	4
TOTAL			**26**	**31**	**57**

UPCOMING ASSIGNMENTS – COAST ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
	Nil		0	0	0
TOTAL – UPCOMING			**0**	**0**	**0**

NORTH RIFT REGION – CLASS C					
NORTH RIFT ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Kapsimatwa Repeater Station	Guards	1	2	3
2	Surungai Repeater Station	Guards	1	2	3
3	Kapsabet Office	Guards	3	3	6
4	Kapsabet Office	Zone Supervisor	1	0	1
5	Milimani Staff Quarters	Guards	1	2	3
6	Kitale Office	Guards	3	3	6
7	Nandi Road Building (RM's Hse)	Guards	1	1	2
8	Lumakanda Office	Guards	2	2	4
9	Lodwar Offices	Guards	2	2	4
10	Lodwar Power Station	Guards	1	2	3
11	Lodwar Staff Qtrs & Solar Station	Guards	1	1	2
12	Kalimorok Sub Station	Guards	1	2	3
13	Lokori Sub Station	Guards	1	2	3
14	Turkana Central – Eliye (Ille) Springs	Guards	1	2	3
15	Turkana West – Letea	Guards	1	2	3
16	Turkana North – Lowareng	Guards	1	2	3
17	Loima – Napelilim	Guards	1	2	3
18	Lokichar Sub Station	Guards	1	2	3
19	Lokitaung Sub Station	Guards	1	2	3
20	Lakiriama Substation	Guards	1	2	3
21	Turkana East - Lopenduru	Guards	1	2	3

22	Turkana South - Kangangipur	Guards	1	2	3
23	Kapenguria Office	Guards	3	3	6
24	Kapenguria Repeater Station	Guards	1	2	3
25	Ortum Sub Station	Guards	1	2	3
26	Kapenguria Sub Station	Guards	1	2	3
27	Kapenguria Pole Yard	Guards	2	2	4
28	Sarmaj Sub Station	Guards	2	2	4
29	Lokichogio Power Station	Guards	1	2	3
30	Kakuma Sub Station	Guards	1	2	3
TOTAL			**40**	**59**	**99**

UPCOMING ASSIGNMENTS – NORTH RIFT ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Lodwar Repeater Station	Guards	1	2	3
2	Kainuk Repeater Station	Guards	1	2	3
3	Ortum Office	Guards	1	2	3
TOTAL – UPCOMING			**3**	**6**	**9**

WEST KENYA REGION – CLASS C					
WEST KENYA ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Milimani Staff Quarters	Guards	1	2	3
2	Katito Office	Guards	1	2	3
3	Bondo Office	Guards	1	2	3
4	Ndori Switching Station	Guards	1	2	3
5	Gobei Repeater Station	Guards	1	2	3
6	Siaya Office	Guards	2	2	4
7	Ugunja Office	Guards	2	2	4
8	Maragoli Repeater Station	Guards	1	2	3
9	Busia Office	Guards	3	3	6
10	Malaba Office	Guards	1	2	3
11	Port Victoria Office	Guards	1	2	3
12	Malava Emergency Office	Guards	1	2	3

13	Mumias Office	Guards	1	2	3
14	Webuye Office	Guards	2	2	4
15	Bungoma Office	Guards	2	2	4
16	Sirisia Office	Guards	1	2	3
17	Kapsokwony Office	Guards	1	2	3
TOTAL			**23**	**35**	**58**

UPCOMING ASSIGNMENTS – WEST KENYA ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Luanda Office	Guards	1	1	2
TOTAL – UPCOMING			**1**	**1**	**2**

SOUTH NYANZA REGION – CLASS C					
SOUTH NYANZA ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Awendo Office	Guards	1	2	3
2	Sori Office	Guards	1	2	3
3	Kehancha Office	Guards	1	2	3
4	Migori Repeater Station	Guards	1	2	3
5	Mbita Office	Guards	1	2	3
6	Kendu Bay Office	Guards	1	2	3
7	Oyugis Office	Guards	1	2	3
8	Sameta Repeater Station	Guards	1	2	3
9	Nyanchwa Repeater Station	Guards	1	2	3
10	Nyamira Repeater Station	Guards	1	2	3
11	Migori Office	Guards	2	2	4
12	Nyamira Office	Guards	3	3	6
13	Homabay Office	Guards	2	3	5
TOTAL			**19**	**30**	**49**

UPCOMING ASSIGNMENTS – SOUTH NYANZA ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
	Nil		0	0	0
TOTAL – UPCOMING			**0**	**0**	**0**

NORTH EASTERN REGION – CLASS C					
GARISSA/WAJIR ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Hulugho– Power Station/Office	Guards	3	4	7
2	Dadaab– Power Station/Office	Guards	1	2	3
3	Wajir –power Station/Office/Stores	Guards	2	2	4
4	Wajir –power Station/Office/Stores	Supervisor	1	0	1
5	Habaswein – Station	Guards	2	2	4
6	Habaswein – Office	Guards	1	1	2
7	Eldas Power Station	Guards	2	2	4
8	Kotulo Generation Station	Guards	3	4	7
9	Korondile Generation Station	Guards	3	4	7
10	Garissa Office - Bayusuf Plaza	Guards	3	2	5
11	Garissa – Modika Stores	Guards	2	2	4
12	Biyamathow Mini Grid Stn	Guards	2	2	4
13	Sarif Mini-Grid (Wajir)	Guards	2	2	4
14	Basir Mini-Grid (Wajir)	Guards	2	2	4
15	Gurar Mini-Grid (Wajir)	Guards	2	2	4
16	Sarman Mini-Grid (Wajir)	Guards	2	2	4
17	Riba Mini-Grid (Wajir)	Guards	2	2	4
18	Hadaado Mini-Grid (Wajir)	Guards	2	2	4
19	Buna Office	Guards	2	1	3
20	Eldera Solar Stn-Lagdera (Garissa)	Guards	2	2	4
21	Sangailu Solar Stn- Ijara (Garissa)	Guards	3	3	6
22	Liboi Solar Station (Garissa)	Guards	3	4	7
23	Garasweino Solar Stn- Fafi (Garissa)	Guards	3	4	7
24	Dadajabura Solar Station	Guards	2	2	4
TOTAL			**52**	**55**	**107**

UPCOMING ASSIGNMENTS – GARISSA/WAJIR ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Garissa – Madogo Pole Yard/Substation	Guards	1	2	3
2	Eldas – Office	Guards	2	1	3
3	Griftu – Power Station	Guards	2	2	4
4	Modogashe - Office	Guards	2	1	3
5	Habaswein – Stores	Guards	2	2	4
6	Bute – Power Station	Guards	1	2	3
7	Bangal Office- Proposed	Guards	2	1	3
8	Dadaab– Office (Proposed)	Guards	2	1	3
TOTAL – UPCOMING			**14**	**12**	**26**

NORTH EASTERN REGION – CLASS C					
MANDERA ZONE – CLASS C					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Mandera – Station & Office	Guards	2	2	4
2	Mandera – Station & Office	Supervisor	1	0	1
3	Mandera – Solar Station	Guards	1	2	3
4	Elwak - Substation	Guards	2	2	4
5	Elwak – Office	Guards	2	1	3
6	Takaba – Power Station	Guards	3	4	7
7	Rhamu – Power Station	Guards	3	4	7
8	Lafey (Kamorliban) – Power Station/Office	Guards	4	4	8
9	Banisa– Power Gen Station	Guards	2	3	5
10	Gari Hills Solar Station (Mandera)	Guards	3	4	7
11	Shimbir Fatuma Solar Station (Mandera)	Guards	3	4	7
12	Bur Duras Solar Station(Mandera)	Guards	3	4	7
13	Kiliweheri Solar Station (Mandera)	Guards	3	4	7
14	Arabia Solar Station (Mandera)	Guards	3	4	7
15	Ashabito Solar Station (Mandera)	Guards	3	4	7
TOTAL			**38**	**46**	**84**

UPCOMING ASSIGNMENTS – MANDERA ZONE (CLASS C)					
NO.	**ASSIGNMENT**	**REQUIRED SUPPLY**	**DAY**	**NIGHT**	**TOTAL**
1	Mandera Stores	Guards	2	2	4
2	Banisa Commercial Office	Guards	1	1	2
3	New Layfey Office	Guards	1	2	3
4	Shirshir Solar Station (Mandera)	Guards	3	3	6
5	Bambo Solar Station	Guards	2	2	4
TOTAL – UPCOMING			**9**	**10**	**19**

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following -

PART A - GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.
2. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data including calculation sheets, detailed drawings and certified test reports. KPLC reserves the right to reject the services if such deviations shall be found critical to the use and operation of the services.
3. The Contractor shall submit a Commentary on the Details of Service as well as Commentary of Compliance to the Details of Service. In submitting the Commentaries, the Contractors and or Manufacturers/ Principals should provide cross-references to the documents submitted.
4. The Commentaries shall be in table form, and shall cover in detail, all clauses of the Detail(s).
5. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.
6. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
7. The Manufacturer's/ Principal's Declaration of Conformity to reference standards and copies of quality management certifications including valid and current ISO certifications shall be submitted for evaluation.
8. In all cases where the level of galvanizing and painting is not specifically stated in the Details, the general requirement shall be for a uniform coating of thickness not less than 80 microns.
9. Contractors are required to provide information on proper representative(s) and or workshop for back-up service and or repair and maintenance including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers.

PART B – SPECIFIC DETAILS OF SERVICE (SDS)

These are to be filled and signed by the supplier for all requirements and submitted alongside other requested documents. Bidders are required to indicate against each service specification "Yes / To Comply" thus indicating their confirmation to meeting the service on award. *Any other response in the column will be treated as* ***NON-RESPONSIVE***

	The Details of Service Specifications are as follows:	**Bidder's Response**
i	Safeguarding and protecting the KENYA POWER's personnel, tenants, properties; materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all none KENYA POWER's property located at KENYA POWER's client's premises. This shall include patrolling premises, site buildings and motor vehicle parking lots by vehicle or by foot as required providing continuous surveillance. While patrolling, check all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock gates, doors and windows. Also turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.	
ii	Ensure that all the regulations of the KENYA POWER affecting the security and Safety of property in guarded premises are carried out. A copy of regulations shall be given to the winning contractor together with other contract documents.	
iii	Any interference to the perimeter protection of the premises to be identified and reported to KENYA POWER Security immediately.	
iv	Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well-trained and alert security guards in KENYA POWER's premises.	
v	All visitors and customers to the KENYA POWER's premises to be courteously received assisted and directed.	
vi	Detain any person committing or with reasonable cause is suspected to be in the act of committing a cognizable offence.	
vii	Shall prevent the occurrence of fires, explosions and other catastrophes by close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.	
viii	Pay attention to all water, steam, gas and electrical installations to detect breakdown and wastage and to take immediate action necessary in the interest of safety and security.	
ix	Ensure that fire-fighting equipment remain in designated locations and are not interfered with. In addition ensure that the right fire fighting equipment is used to extinguish fire.	
x	Search and record all vehicles visiting the premises and verify gate-passes issued to visitors.	
xi	Implement the contractor's right to search employees, visitors and tenants and their vehicles to ensure that no KENYA POWER property is taken from the premises without relevant authority or entry of suspicious equipment and materials.	
xii	Ensure that before KENYA POWER's property is removed, authorization is obtained from the relevant authorities.	
xiii	Maintain an occurrence book to record daily occurrences of security interest by management and other persons concerned. Under NO circumstance shall the guards allow other persons to make entry on the books.	

xiv	Regulate movement and control of motor vehicles entering and leaving the premises and control parking of vehicles and storage of motorcycles and bicycles.	
xv	Regulate human traffic and monitor activities in all KENYA POWER's stations, offices and customers' accessing respective service counters in an orderly manner without delay.	
xvi	Guard all KENYA POWER's premises against terrorism by ensuring thorough access controls, Screening and/or searching of personnel and vehicles using own handheld metal detectors and under-search mirrors for key office premises, detect and deal with suspicious characters.	
xvii	The successful bidder shall be liable for any loss suffered by KENYA POWER caused by the contractor's employees.	
xviii	The successful bidder shall take responsibility and pay KENYA POWER for loses or damages caused as a result of the act/negligence/omission of their staffs who were deployed as per the contract.	
xix	The successful bidder shall ensure timely reporting of incidents to KENYA POWER regional security officer promptly.	
xx	The successful bidder shall be able to send a quick response and backup crew to the client premises at a short notice as and when emergencies occur.	
xxi	The successful bidders shall be required to have and or to install own guards Monitoring system that is semi or fully automated.	
xxii	The successful bidder shall supply presentable guards with high integrity, well groomed, equiped with whistle, button and boots well polished at all times while on duty and shall avail guards salary structure as a proof that personnel are well paid and properly taken care of.	
xxiii	Success full bidders shall be forwarding weekly, monthly, quarter yearly and annual security reports to the head of security covering all stations in the Region(s) where services are provided.	
xxiv	Successful bidder shall supply certificates of good conduct of security guards before deployment.	
xxv	To perform guarding duties in conjunction and in consultation with the company security officers, police, civil protection organizations, fire brigade and other similar organizations.	
xxvi	To recognize and act promptly and positively to emergency situations within the area of deployment, to recognize and report any threats, risks or any hazard in and against company installations and Human Resources.	
xxvii	To provide operational support to employees of the company and customers in meeting their overall goals, objectives and standards	
xxviii	To refer any controversial matters to the company security officers or in absence, any company employee present and to report all matters of significance to the said during the course of your duties as soon as they occur.	
xxix	To adhere to the norms and regulations established by the company and the government in technical, administrative, economic and industrial relations.	
xxx	To carry out security duties by ensuring maximum customer care, both internal and external	
xxxi	To safeguard and control all security risk keys in your custody at all times whose loss or compromise must be reported immediately.	
xxxii	Guards must report on duty 15 minutes before change over time. They should not leave place of duty assigned to you until otherwise relieved or on reasonable course or pursuing a suspect. Once the incoming guard has taken over, he/she shall be held accountable for any theft, damage or misdemeanors that has occurred after his/her take over. Discrepancies of any kind are to be	

	brought to the immediate attention of the in charge before guards are allowed to leave.	
xxxiii	To handover/takeover any equipment, keys, materials or any resource in your possession or control or supplied to you by the company by virtue of your duty in the company, whenever absent or off duty due to sickness, leave or away on any other course.	
xxxiv	To check security guards once in every 12 hour's shifts.	

Bidder's Signature ---------- Official Stamp: ----------

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

1. Definition and Interpretation

1.1 Definitions

In the Contract, the following words and expressions shall have the meanings stated below, unless otherwise required by the context.

1.1.1 The Contract

a) "Contract" means the General Conditions, the Particular Conditions, which include Part A and Part B, the Form of Acceptance, the Form of Tender, the Schedules, and any Addenda.

b) "Particular Conditions of Contract" means the pages completed by KPLC to elaborate on General Conditions of Contract.

c) "Form of Acceptance" means the Form of formal acceptance, signed by KPLC, of the Form of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such Form of acceptance, the expression "Form of Acceptance" means the Contract Agreement and the date of issuing or receiving the Form of Acceptance means the date of signing the Contract Agreement.

d) "Form of Tender" means the document entitled Form of Tender, which was completed by the Contractor and includes the signed offer to KPLC for the Services.

e) "Schedules" means the documents entitled Schedule of Services Requirements, included in Section V of the tendering document used to award the Contract.

f) "Tender" means the Form of Tender.

g) "GCC" means the General Conditions of Contract.
h) "SCC" means the Special Conditions of Contract.
i) "Procuring Entity" means KPLC purchasing the Goods and Related Services, as specified in the SCC.

1.1.2 Parties and Persons

i. "Contractor" means the person(s) named as contractor in the Form of Tender and the legal successors in title to this person(s).

ii. "Personnel" means the Representative and all personnel whom the Contractor utilizes on the Facilities, who may include the staff, labor and other employees of the Contractor and of each Sub-Contractor (including Key Subcontractor); and any other personnel assisting the Contractor in the execution of the Services.

iii. "Representative" means the person named by the Contractor in the Contractor appointed from time to time by the Contractor under Sub-Clause 3.2 [Contractors Representative], who acts on behalf of the Contractor.

iv. "KPLC" means the agency/body named as KPLC in the Special Conditions of Contract (SCC) and the legal successors in title to this person.
v. "KPLC's Representative" means the person named by KPLC in accordance with Sub-Clause 3.3 (a) to represent and act for KPLC at all times during the performance of the Contract.

vi. "KPLC's Personnel" means all staff employed by KPLC.

vii. "Government" means the Government of Kenya.

viii. "Independent Expert" means the person appointed in accordance with Sub-Clause 20.1.2 [Independent Expert].

ix. "Key Staff" means those individuals listed as Key Staff in the Tender, or any person appointed, with the agreement of KPLC, as a Key Staff, for a part of the Services; and the legal successors in title to each of these persons.

x. "Key Subcontractors" means those Sub Contractors listed as Key Sub Contractors in the Tender, or any person appointed, with the agreement of KPLC, as a Key Subcontractor, for a part of the Services; and the legal successors in title to each of these persons.

xi. "Party" means KPLC or the Contractor, as the context requires, and "Parties" means both.

xii. "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Services; and the legal successors in title to each of these persons.

xiii. "Third Party" means a person or an entity other than a Party, the Utility, the Utility Board, or the Government.

xiv. "Utility" means the utility (if any) named in the Particular Conditions of Contract.

xv. "Utility Board" means the Board or other body with governance and management supervision responsibilities over the Utility specified in the Special Conditions of Contract pursuant to Sub-Clause 1.1.2.

xvi. Public Procurement Authority (PPRA) means the statutory the Government agency charged with oversight of public procurement functions.

1.1.3 Dates, Tests, Periods and Completion

a. "Base Date" means the date 28 days prior to the latest date for submission of the Tender.

b. "Commencement Date" means the date defined under Sub-Clause 2.2 [Commencement].

c. "Day" means a calendar day and "year" means 365 days.

d. "Effective Date" has the meaning given in Sub-Clause 2.1 [Conditions of Effectiveness].

1.1.4 Money and Payments

a) "Contractor's Account" means the account defined in Sub-Clause 12.5.1.

b) "Contractor's Base Remuneration" means the Remuneration specified in Schedule G to be the Contractor's Base Remuneration, or is no such amount is specified, the amount of the Contractor's Remuneration which is not dependent on meeting Performance Targets.

c) "Contractor's Remuneration" means the price defined in Clause 12.1 [Contractor's Remuneration], and includes adjustments in accordance with the Contract.

d) "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Facilities, including overhead and similar charges, but does not include profit.

e) "Foreign Currency" means a currency in which part (or all) of the Contract is payable, but not the Kenya shilling.

e) "Liquidated Damages on Termination for KPLC's Convenience" means the amount specified in the Special Conditions of Contract pursuant to Sub-Clause 21.10 (f) (i) to be payable in the event of Termination by KPLC for Convenience pursuant to Sub-Clauses 21.5 and 21.8.

g) "Local Currency" means Kenya shillings.

f) "Utility's Account" means paid for the by the Utility, as defined in Sub-Clause 12.6.1.

1.1.5 Services and Goods

i. "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Services and the remedying of any defects. But excludes KPLC's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Facilities.

ii. "Goods" means Contractor's Equipment, Materials, Plant, or any of them as appropriate.

iii. "Services" has the meaning given in Clause 4.1 [Services to be Performed and Other Obligations].

1.1.6 Fraud and Corruption

KPLC 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 Tendering 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.

1.1.7 Other Definitions

i. "Arbitration" means the process described as arbitration in Sub-Clause 20.1.4 [Arbitration].

ii. "Capital Works" means construction work or the procurement and installation of capital equipment intended to extend, rehabilitate or replace the Facilities.

iii. "Condition Precedent" means one of the Conditions of Effectiveness listed in Sub-Clause 2.1 [Conditions of Effectiveness].

iv. "Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

v. **"Country"** means the country in which the Facilities (or most of it) is located, where the Services are to be executed.

vi. "Cure Period" means, in respect of a Default Notice given to the Contract or under Sub-Clause 21.1 [Notification and Cure Plans], the period specified in the Default Notice (or if no such period is specified 10 Business Days from the date of the Default Notice) as varied or extended under Sub-Clause 21.2 [Remedying the Default with in the Applicable Cure Period].

vii. "Default" means a failure by a Party to perform its obligations under the Contract.

viii. "Delegation of Management Authority" means the delegation to the Contractor of authority to manage the Facilities and the Utility which is granted under Clause11 [Delegation of Management Authority to the Contractor].

ix. "Pre-Conditions" means something KPLC, the Utility or a third party shall door provide, on which performance of the Service is contingent, and which is listed as a dependency in Schedule B.

x. "KPLC's Equipment" means the apparatus, machinery and vehicles (if any) made available by KPLC for the use of the Contractor in the execution of the Services, as stated in the Specification; but does not include Plant which has not been taken over by KPLC.

xi. “Facilities” means all assets of KPLC which are to be managed by the Contractor, and any other places as may be specified in the Contract as forming part of the Facilities.

xii. “Force Majeure” is defined in Sub-Clause 17.1 [Definition of Force Majeure].

xiii. “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by- laws of any legally constituted public authority.

xiv. “Objectives” has the meaning given under Sub-Clause 1.6.2 [Objectives].

xv. “Performance Security” means the security (or securities, if any) under Sub-Clause 16.3 [Performance Security].

xvi. “Proposed Substitute Key Staff Member or Key Sub-Contractor” have the meaning given in Sub-Clause8.2 [Substitution of Contractor's Key Staff Member or Key Sub-Contractor].

xvii. “Recitals” has the meaning given under Sub-Clause 1.6.1 [Recitals].

xviii. “Specified Capital Works” means Capital Works which are the responsibility of the Contractor under Sub- Clause 9.2 [Responsibilities for Specified Capital Works].

xix. “Substitution Fee” is the amount to be paid by KPLC for substituting another person in place of a Key Staff Member or Key Sub-Contractor, in accordance with Sub-Clause 8.2 [Substitution of Contractor's Key Staff Member or Key Sub-Contractor].

xx. “Unforeseeable” means not reasonably foreseeable and against which adequate preventive precautions could not reasonably be taken by an experienced Contractors by the date for submission of the Tender.

xxi. “Utility Capital Works” means Capital Works which are not Specified Capital Works.

xxii. “Value Management Proposal” has the meaning given under Sub-Clause 19.2 [Value Management].

xxiii. “Variation” means any change to the Services, which is instructed or approved as a variation under Clause
xxiv. 19.1 [KPLC Variations].

xxv. “Variation Proposal” has the meaning given under Sub-Clause 19.1.1 [Decision on KPLC's Variation Request].

xxvi. “Variation Request” has the meaning given under Sub-Clause 19.1 [KPLC Variations].

1.2 Interpretation

In the Contract, except where the context requires otherwise:

a) Words indicating one gender include all genders;

b) words indicating the singular also include the plural and words indicating the plural also include the singular;

c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;

d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

e) The word “Tender” is synonymous with “tender” and “Tenderer” with “tenderer” and “Tender Document” with “tendering document”.

f) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

i. In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Particular Conditions of Contract; and

ii. delivered, sent or transmitted to the address for the recipient's communications as stated in the Particular Conditions of Contract. However:

iii. if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

1. if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Independent Expert, a copy shall be sent to KPLC's Representative or the other Party, as the case may be.

1.4 Law and Language

The Contract shall be governed by the law of Kenya. The ruling language of the Contract shall be English Language. The language for communications shall be English Language.

1.5 Priority of Documents

The documents forming the Contract (as attached hereto) are to be taken as mutually explanation Services Requirements of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

a. The Contract Agreement (if any),
b. The addenda Nos.(if any)
c. The Form of Acceptance,
d. The General Conditions,
e. The Particular Conditions of Contract,
f. The Schedules of Services Requirements
g. The Form of Tender

If an ambiguity or discrepancy is found in the documents, the Independent Expert appointed in accordance with Sub-Clause 20.1.2 [Independent Expert] will rule as to the interpretation. This ruling will be binding, unless one of the Parties refers it to Arbitration with 30days of the ruling being given.

1.6 Recitals and Objectives

1.6.1 Recitals

The Recitals are the background facts about the Parties, the provision of utility services in the Country, and other facts and intentions set out in Schedule A (A.1).The Recitals are not legally binding, but may be used as context to assist in interpretation of the contract.

1.6.2 Objectives

The Objectives KPLC wishes to achieve by entering the Contract are set out in Schedule A (A.2)

2 Commencement and Duration

2.1 Conditions of Effectiveness

This Contract shall become effective from the date, or Effective Date, on which all the following Conditions of Effectiveness are fulfilled, except for Sub-Clause 2.1 [Conditions of Effectiveness], Sub-Clause 19.5 [Extension and Subsequent Tendering], and Clauses 1 [Definitions and Interpretations] and 3 [General Provisions], which become effective on the date of signature of the Form of Acceptance.

a) If the Contractor is an unincorporated joint venture, notification to KPLC by the member of a joint venture of their leader, as required by Sub-Clause 3.9 [Joint and Several Liability]

b) Notification of the Contractor's Representative to KPLC by the Contractor as required by Sub- Clause 3.2 [Contractor's Representative].

c) Notification of KPLC's Representative to the Contractor by KPLC as required by Sub-Clause 3.3 [KPLC's Representative].

d) Appointment of the Independent Expert in accordance with Sub-Clause 20.1.2 [Independent Expert].

e) Delivery of the Performance Security to KPLC by the Guarantor in accordance with Sub- Clause 16.3 [Performance Security].

f) Other conditions **listed in the SCC.**

2.2 Commencement

2.2.1 Within seven (7) days of the satisfaction of the conditions specified in Sub-Clause 2.1 [Conditions of Effectiveness], KPLC shall issue the Certificate of Commencement to the Contractor. The date of issue of the Certificate of Commencement shall be the "Commencement Date".

2.2.2 The Contract shall commence the provision of the Services no later than 14 days after receipt of the Certificate of Commencement and KPLC shall return the Tender Security to the Contractor on such Date.

2.2.3 The Contractor and KPLC shall use their best efforts and endeavors to procure the satisfaction of the Conditions of Effectiveness specified in Sub-Clause 2.1 [Conditions of Effectiveness] as soon as practicable and in any event no later than sixty (60) days after the date hereof.

2.2.4 If the conditions specified in Sub-Clause 2.1 [Conditions of Effectiveness] are not fulfilled or waived by mutual agreement of the Parties within ninety (90) days of the date hereof, each Party shall have the right to terminate this Contract immediately and neither Party hereto shall be liable to the other for any damages or losses in respect thereof, except that if the Contractor has intentionally failed to fulfill any of these conditions, the Contractor shall forfeit the Tender Security.

2.3 Duration

Unless terminated earlier in accordance with Clause 21 [Default and Termination], this Contract shall remain in effect until the period **stated in the SCC** has passed after the Commencement Date.

3. General Provisions

3.1 Assignment

Neither Party shall assign the whole or any part of the Contractor any benefit or interest in or under the Contract. However, either Party:

a) May assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and

b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

3.2 Contractor's Representative

3.2.1 The Contractor shall appoint a Contractor' Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. If the Contractor is an unincorporated Joint Venture, the Contractor's Representative shall have the authority to bind all members of the Joint Venture.

3.2.2 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until KPLC Representative has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

3.2.3 The Contractor's Representative shall be fluent in the English language for communications defined in Sub-Clause 1.4 [Law and Language]. If these other persons are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by KPLC's Representative.

3.3 KPLC's Representative

a) KPLC shall name its representative before the Effective Date.

b) KPLC may change its representative from time to time and shall give notice of the change without delay. KPLC shall not change its representative at a time and in such a manner as to impede the progress of the Services.

c) KPLC's Representative shall represent and act for KPLC at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract by KPLC shall be given by KPLC's Representative otherwise provided.

3.4 Communications by the Contractor

All notices, instructions, information and other communications given by the Contractor to KPLC under the Contract shall be given to KPLC's Representative (referred to as Project Manager) except as herein otherwise provided.

3.5 Sub-Contractor

a. The Contractor shall not subcontract the whole of the Services. The Contractor shall be responsible for the acts or defaults of any Sub-Contractor, his agents or employees, as if they were the acts or defaults of the Contractor. **Unless otherwise stated in the SCC**:

   a. The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Sub-Contractor is named in the Contract;

   b. the prior consent of KPLC's Representative shall be obtained to other proposed Sub- Contractor;

   c. the Contractor shall give KPLC's Representative not less than 28 days' notice of the intended date of the commencement of each Sub-Contractor's work, and of the commencement of such work on the Facilities; and

   d. each subcontract shall include provisions which would entitle KPLC to require the subcontract to be assigned to KPLC under Sub-Clause 3.7 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 21.5 [Termination by KPLC for Convenience].

b. The Contractor shall ensure that the requirements imposed on the Contract by Sub-Clause 0 [Confidentiality Obligations of the Contractor] apply equally to each Sub Contractor. Where practicable, the Contractor shall give fair and reasonable opportunity for Contractor from Kenya to be appointed as Sub Contractor.

3.6 Key Sub-Contractor

The Contractor shall use the services of any Key Sub Contractor specified in its Tender, unless KPLC is reasonably satisfied that the:

a) The Key Sub Contractor is not available; or

b) The performance of the Services will not suffer if the Sub Contractor is not used. The Contractor may provide another person (the "Proposed Substitute Key Sub Contractor") in substitution for a Key Sub Contractor (as identified in Schedule E) only on fulfillment of the following conditions:

c) Proving to the reasonable satisfaction of KPLC that the Key Sub Contractor is not available;

d) Proving to the reasonable satisfaction of KPLC that the Proposed Substitute Key Sub Contractor is as suitable for the services as the Key Sub Contractor that is not available.

e) Payment by the Contractor of a Substitution Fee of the amount specified in Schedule E.

3.7 Assignment of Benefit of Subcontract

If a Sub Contractor's obligations extend beyond the expiry date of the Contract and KPLC, prior to this date, instructs the Contractor to assign the benefit of such obligations to KPLC, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to KPLC for the work carried out by the Sub Contractor after the assignment takes effect.

3.8 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions of Contract:

a) KPLC shall have obtained (or shall obtain) the planning, zoning, resource abstraction, environmental discharge permission for the normal operation of the Facilities, and KPLC shallindemnifyandholdtheContractorharmlessagainstandfromtheconsequencesofanyfailuretodoso; and

b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Services in so far as these relate to the Services themselves and not to the operation of the Facilities, and the Contractor shall indemnify and hold KPLC harmless against and from the consequences of any failure to do so.

3.9 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a Joint Venture of two or more persons:

a) These persons shall be deemed to be jointly and severally liable to KPLC for the performance of the Contract;

b) These persons shall notify KPLC of their leader who shall have authority to bind the Contractor and each of these persons; and

c) the Contractor shall not alter its composition or legal status without the prior consent of KPLC.

3.10 Inspections and Audit by the PPRA

a) The Contractor shall keep, and shall make all reasonable efforts to cause its Sub Contractor and sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and details as will clearly identify relevant time changes and costs.

b) The Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Contractor shall permit and shall cause its sub-Contractor and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA 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 PPRA if requested by the PPRA. The Contractor and its Sub Contractors and sub-consultants' attention is drawn to Sub-Clause1.1.6 which provides, inter-alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PPRA's prevailing sanctions procedures).

4 Obligations of the Contractor

4.1 Services to be Performed and Other Obligations

The Contractor shall perform the Services set out in Schedule B–Services and the other obligations described in Clauses 4, 5, 6, 7, 8, and 9.

4.2 Pre-Conditions

The performance by the Managing Contractor of its obligations under the Contract shall be contingent on the availability of the Pre-Conditions listed in Schedule B.

4.3 Non-Availability of the Pre-Conditions

Unless Schedule B provides a different mechanism for determining the implications of non-availability of the Services, in the event that any of the Pre-Conditions pursuant to Sub-Clause 4.2 [Pre-Conditions] are not available to the extent that, in the opinion of the Independent Expert, the non-availability of such Pre-Conditions:

a. Makes it unreasonable to expect the Contractor to perform some or all of the Services, the Contractor shall be relieved of its responsibilities to perform those services, or
b. Affects the achievement of any of the Performance Targets, such Performance Targets shall be reduced for the duration for which the Pre-Conditions are not available to the extent that the Independent Expert determines at its sole discretion.

4.4 Cost of Performing the Services

The performance of the Services shall be at the cost of the Contractor, unless otherwise specified in Schedule B.

5 Conflict of Interest

5.1 General

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

5.2 Contractor not to benefit from commissions, discounts, etc.

a. The payment of the Contractor pursuant to Sub-Clause 12.1 [Contractor's Remuneration] shall constitute the Contractor's only payment in connection with this Contract and, subject to Sub-Clause5.3 [Contractor and Affiliates not to Engage in Certain Activities] hereof, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contractor in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractor, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

b. Furthermore, if the Contractor, as part of its obligations under the Contract, has the responsibility of advising KPLC on the procurement of goods, works or services, the Contractor shall comply with the applicable procurement regulations, and shall at all times exercise such responsibility in the Lowest interest of KPLC. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of KPLC.

5.3 Contractor and Affiliates not to engage in certain activities

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any

entity affiliated with the Contractor, as well as any Sub Contractor and any entity affiliated with such Sub Contractor, shall be disqualified from subsequently providing goods, works or services (other than consulting services) for a project resulting from or directly related to the Contractor' Services for the preparation or implementation of such project.

5.4 Prohibition of conflicting activities

The Contractor shall not engage, and shall cause its Personnel as well as their Sub-Contractor and their Personnel not to engage, directly or indirectly, either in any business or professional activities that would conflict with the activities assigned to them under this Contract.

6 Know-How Transfer and Training

6.1 Requirement to transfer know-how and systems

The Contractor shall:

a) Transfer such know-how, management systems, manuals, utility management software and similar knowledge, tools and capacity for managing a utility as are specified in Schedule C.
b) Leave with the Utility such, at the Termination or expiration of the Contract, management systems, manuals, utility management software and similar tools as are specified in Schedule C.

6.2 Requirement to provide training

The Contractor shall provide such training and development of Utility Personnel as is specified in Schedule C.

6.3 Cost of know-how transfer and training

The performance of the obligations under this Clause 5shall be at the cost of the Contractor, unless otherwise specified in Schedule C.

7 Performance Targets

The Performance Targets will be the targets for key Indicative Services Requirements set out in Schedule D. In performing the Services and exercising its Delegated Management Authority, the Contractor shall use its Lowest endeavors to achieve or exceed the Performance Targets. Achieving the Performance Targets is not to result in any additional remuneration to the Contractor, except to the extent specified in Schedule G (G.2).Failure to achieve the Performance Targets is not to result in any penalty, or create ground for termination of the Contract, except to the extent specified in Schedule C or Schedule G.

8 Staff to be Provided by the Contractor

8.1 Provision of Contractor' Personnel

The Contractor shall provide the Contractor's Personnel set out in Schedule E, to fill the positions listed in Schedule E, for the periods or days specified in Contractor' Personnel. All costs of providing the Staff specified in Schedule E are to be for the Contractor's Account, unless otherwise specified in Schedule E.

8.2 Substitution of Contractor' Key Staff Member or Key Subcontractor

The Contractor may provide another person (the “Proposed Substitute Key Staff Member” or “Proposed Substitute Key Subcontractor”) in substitution for a Key Staff or a Key Subcontractor (as identified in Schedule E) only on fulfillment of the following conditions:

a) Proving to the reasonable satisfaction of KPLC that the Key Staff Member or Key Subcontractor is not available because of ill-heath, death, or because he is no longer employed or subcontracted by the Contractor

b) Proving to the reasonable satisfaction of KPLC that the Proposed Substitute Key Staff Member or Key Subcontractor is as suitable for the job as the Key Staff Member or Key Subcontractor who is not available. To satisfy itself as to the suitability of the Proposed Substitute Key Staff Member or Proposed Substitute Key Subcontractor, KPLC may, among other things:

a) check the references of the Proposed Substitute Key Staff Member or Proposed Key Subcontractor, and/or
b) require the Proposed Substitute Key Staff Member or Proposed Substitute Key Subcontractor to attend an interview with KPLC. Any costs incurred in the Proposed Substitute Key Staff Member or Proposed Substitute Key Subcontractor attending the interview will be for the Contractor's Account.

c. Payment by the Contractor of a Substitution Fee of the amount specified in Schedule E.

8.3 Labor Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

8.4 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel.

8.5 Contractor's Personnel Qualifications

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. KPLC's Representative may require the Contractor to remove (or cause to be removed) from the Facilities or the performance of the Services, any Contractor's Personnel, including the Contractor's Representative if applicable, who:

a. Persists in any misconduct or lack of care,

b. Carries out duties in competently or negligently,

c. Fails to conform with any provisions of the Contract, or

d. persists in any conduct which is prejudicial to safety, health, or the protection of the environment. If requested by KPLC, the Contractor shall then substitute the person removed with another person. This substitution must be in accordance with Sub-Clause 8.2.

8.6 Foreign Personnel

The Contractor may bring into Kenya any foreign personnel who are necessary for the execution of the Services except for the categories of staff **specified in the SCC** that, in accordance with applicable Kenya Laws, must be hired locally if and to the extent that a sufficient number of appropriately qualified staff is locally available. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. KPLC will, if requested by the Contractor, use his Lowest endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

9 Procurement and Management of Capital Works and Finance

9.1 Responsibility to Manage Utility Capital Works and Finance

Unless otherwise specified in Schedule F, the Contractor will not be directly responsible for Capital Works or sourcing finance, but will be responsible for managing the Utility Personnel responsible for these functions, to the extent that this is within the definition of Services to be performed, and the Delegation of Management Authority.

9.2 Responsibilities for Specified Capital Works

The Contractor will be responsible for designing, procuring, managing and supervising Capital Works to the extent set out in Schedule F. The cost of Specified Capital Works will be to the Utility's Account, unless otherwise specified in Schedule F. The Contractor will not receive any remuneration for discharging its responsibilities under this Sub-Clause 9.2, unless otherwise specified in Schedule G.

9.3 Responsibilities for Specified Finance

The Contractor will be responsible for sourcing, negotiating or otherwise procuring finance for the Utility as specified in Schedule F. The Contractor will not receive any remuneration for discharging its responsibilities under this Sub-Clause, unless otherwise specified in Schedule G.

9.4 Procurement Rules

9.4.1 Procurement for Utility operations

In discharging its responsibilities to procure, or manage the procurement of, materials, supplies and services for the operations of the Utility, the Contractor will follow good commercial practice designed to ensure fairness, transparency and value for money, including any specific procurement rules set out in Schedule H.

9.4.2 Procurement for Provision of the Services

The Contractors free to procure anything required for the provisions of Services as it wishes provided that:

a. This Contract was awarded competitively to the satisfaction of KPLC, and

b. The thing being procured is for the Contractor's Account. Except that if there are any provisions governing the procurement of things required for the provisions of the Services stated in Schedule H, the Contractor shall comply with those provisions.

9.4.3 Procurement for Utility Capital Works and Specified Capital Works

In discharging its responsibilities to procure, or manage the procurement of anything required for Utility Capital Works and Specified Capital Works, the Contractor will follow good commercial practice designed to ensure fairness, transparency and value for money, including any specific procurement rules set out in Schedule H.

10 Contractor's reporting

10.1 Contractor's reporting requirements

Unless otherwise stated in Schedule K, monthly progress reports shall be prepared by the Contractor and submitted to KPLC's Representative in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. The Contractor shall comply with all other reporting requirements specified in Schedule K.

11 Delegation of Management Authority to the Contractor

11.1 Delegation of Management Authority

Regardless of the relationship and interdependency between the Utility Board and KPLC, as may be defined by the Utility's charter or other internal documents, for the purpose of this Contract, KPLC is the Party to the Contract and is deemed to act on behalf and with the authorization of the Utility Board. In this capacity, KPLC confers on the Contractor the Delegated Management Authority over the areas and to the in Schedule I**.** This delegation is irrevocable during the term of the Contract.

11.2 Contractor to be advisor on other management matters

All management authority not explicitly delegated to the Contractors retained by KPLC. If in the Contractor's opinion it would be beneficial to the performance of the Services and achievement of the Objectives

for such management authority to be exercised in a particular way, the Contractor shall advise KPLC of this, and provide reasons in writing. KPLC will give the Contractor written notice of its decision within the period **specified in the SCC**. If KPLC decides not to follow the Contractor's advice, it will give written reasons for its decision when it in forms the Contractor.

The Contractor shall comply with the decisions of KPLC in management matters which are not the subject of Delegated Management Authority, to the extent that this is consistent with this Contract, and in particular with Schedule B, Schedule F, and Schedule H.

11.3 Further Delegation during the term of the Contract

KPLC may delegate further powers to the Contractor during the term of the Contract. Such further delegations are to be in writing. The delegations may be revocable or irrevocable, as specified in the delegation. Such delegations will be effective unless the Contractor refuses to accept the delegation. To be effective, such refusal must be given in writing within 30 days of receiving the notice of delegation.

11.4 Purpose of Exercise of Delegated Management Authority

The Contractor shall exercise any Delegated Management Authority to perform the Services and meet the Performance Targets, in accordance with good utility management practices.

11.5 Suspension of Delegated Management Authority

The delegation of powers shall be suspended during periods of Suspension of the Service, in accordance with Sub-Clause 18.2 [KPLC's Entitlement to Suspend the Services and Delegated Management Authority].

11.6 Utility's Personnel

The Utility's Personnel will continue to be employed by the Utility. They will not become employees of the Contractor by virtue of this Contract.

The Contractor's Personnel will not be employees of the Utility by virtue of this Contract.

The Contractor's power to manage the Utility's Personnel will be as set out in the delegation of management authority to the Contractor under this Clause.

11.7 Utility Personnel Retrenchment

Provisions related to staff retrenchment set out in Schedule L will be binding on the Parties.

12 Contractor's Remuneration and Costs

12.1 Contractor's Remuneration

12.1.1 Amount and conditions of payment-The amount and conditions of payment of the Contractor's Remuneration shall be as specified in Schedule G.
Responsibility for Payment-Payment of the Remuneration shall be the responsibility of KPLC, unless otherwise specified in Schedule G.

12.1.2 Payment to be made without penalty or deduction- The Remuneration shall be paid in full without penalty or deduction unless otherwise provided in Schedule G, or this Contract.

12.1.3 Dates for payment- The dates for payment of the Contractor's Remuneration shall be as specified in Schedule G.

12.1.4 Currencies of Payment - The Contractor's Remuneration shall be paid in the currency or currencies named in Schedule G.

12.1.5 Adjustment of Remuneration for Inflation - The Contractor's Remuneration shall be adjusted as stated in Schedule G.

12.2 Advance Payment

12.2.1 The Advance Payment or payment to the Contractor in advance of work done, if any, shall be as specified in Schedule G.

12.2.2 Any advance payment shall be paid as an interest-free loan for mobilization, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total Advance Payment, the number and timing of installments (if more than one), and the applicable currencies and proportions, shall be as stated in Schedule G.

12.2.3 The guarantee shall be in amounts and currencies equal to the Advance Payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by KPLC, and shall be in the form annexed to the Particular Conditions or in another form approved by KPLC.

12.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

12.2.5 Unless stated otherwise in Schedule G, the advance payment shall be repaid through equal percentage deductions from the Contractor's Base Remuneration.

12.2.6 If the advance payment has not been repaid prior to the Termination of the Contract, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to KPLC.

12.3 Delayed Payment

12.3.1 If the not receive payment in accordance with Sub-Clause 12.1 [Contractor's Remuneration], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment.

12.3.2 Unless otherwise stated in Schedule G, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the Central Bank of Kenya of the currency of payment, and shall be paid in such currency.

12.3.3 The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

12.4 Sufficiency of the Contractor's Remuneration

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contractor's Remuneration, taking into account all available data, and fully understanding the Services to be provided, and the conditions in which the Services are to be performed.

12.5 Contractor's Costs and Account

12.5.1 Contractor' Account

An item which is expressed to be “for the Contractor's Account” shall be paid for by the Contractor from its own funds and not from the funds of KPLC or the Utility. The Contractor will be responsible for meeting the cost of items for the Contractor's Account whether or not the Contractor's Remuneration is sufficient to cover the cost, or whether or not the cost was anticipated, and whether or not the Contractor has the funds available.

12.6 Utility Financial Issues

12.6.1 Utility's Account

An item which is expressed to be “for the Utility's Account” shall be paid for by KPLC. All costs which are not specified by this Contract to be for the Contractor's Account, or the responsibility of another person, shall be for KPLC's Account.

12.6.2 Procedure if the Utility's incomings are not sufficient to cover its outgoings

The Utility shall cause the Parties responsible for its financial management to manage it prudently and in accordance with good commercial practice, and attempt to pay the obligations of the Utility as they fall due. In the event that the Utility is unable to pay its obligations as they fall due, the Utility shall cause the Parties responsible for its financial management to follow the rules and processes set out in Schedule J.

12 Obligations and Rights of KPLC

12.1 Access to land

KPLC here by grants free of charge to the Contractor, as from the Commencement Date, access to all land within the Service Area in respect of which access is required for the performance of the Services by the Contractor.

12.2 Right to use facilities

KPLC hereby grants free of charge to the Contractor, as from the Commencement Date, the right to access and use the Facilities. If the Contractor suffers delay and/or incurs Cost as a result of a failure by KPLC to give any such right, the Contractor shall be entitled on request to an adjustment in the Opera Services Requirements Remuneration sufficient to put it in the same position it would have been in had KPLC honored its obligations under this Sub-Clause.

12.3 Payments by KPLC

KPLC shall make payments to the Contractor in accordance with the terms of this Contract.

12.4 Support by KPLC

KPLC shall use its best efforts to ensure that the Government shall provide the Contractor such assistance as may be required (e.g., issuance of permits, licenses, approvals, authorizations, etc.) during the term of this Contract. KPLC shall use its best efforts to ensure adequate finance pursuant to the Project as defined here into fund any capital investment program and shall keep the Contractor informed of the progress of such applications and negotiations.

12.5 Supervision by KPLC

a. KPLC shall supervise the Contractor in the performance of its obligations under this Contract.

b. KPLC shall review and approve or comment upon all reports submitted by the Contractor pursuant Clause 14 [KPLC's Reporting].

c. KPLC shall be given reasonable access during normal working hours to premises, works and sites of the Contractor for the purposes of inspection and certification. For the avoidance of doubt the term “KPLC” as used herein shall include duly authorized officers, employees, representatives of KPLC and the Financial and Technical Audi Services Requirements.

12.6 Permits, Licenses or Approvals

KPLC shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:

i. By obtaining copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and

ii. For the Contractor's applications for any permits, licenses or approvals required by the Laws of Kenya:

   a. Which the Contractors required to obtain

   b. For the delivery of Goods, including clearance through customs, and

   c. For the export of Contractor's Equipment when it is removed from the Facilities.

12.7 Utility's Personnel Cooperation

KPLC and the Utility shall be responsible for ensuring that the Utility's Personnel and other Contractor on the Facilities co-operate with the Contractor's efforts in performance of the Services.

12.8 KPLC's Financial Arrangements

KPLC shall submit, within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable KPLC to pay the Contractor's Remuneration (as estimated at that time) in accordance with Clause 12 [Contractor's Remuneration]. Before KPLC makes any material change to his financial arrangements, KPLC shall give notice to the Contractor with detailed particulars.

13 KPLC's Reporting

13.1 KPLC's reporting requirements

KPLC shall comply with the reporting requirements specified in Schedule K.

14 Intellectual and Industrial Property Rights

14.1 Intellectual Property and Copyright

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in any technical or KPLC's Representative inventions or innovations made by or on behalf of the Contractor in providing the Services and in the Contractor's, Parent's and Shareholders' proprietary software, as applicable, that the Contractor modified for use in connection with the Services (the "Contractor's Innovations and Software").

The Contractor, by signing the Contract, gives KPLC a non-terminable, transferable, non- exclusive, royalty-free license to copy, use and communicate the Contractor's Innovations and Software and any other software used or purchased by the Contractor in the performance of the Services (the "Other Software"), including making and using modifications of them. This license shall,

a. apply throughout the actual or intended working life, whichever is longer, of the relevant parts of the Facilities;

b. entitle any person in proper possession of the relevant part of the Facilities to copy, use and communicate the Contractor's Innovations and Software and the Other Software for the purposes of managing, operating and maintaining the Facilities;

c. in the case of Contractor's Innovations and Software and the Other Software which are in the form of computer programs and other software, permit their use on any computer at the Facilities and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor; and
d. entitle KPLC to make the Contractor's Innovations and Software and the Other Software available for inspection by a prospective Tenderer who may be involved in the process to select a Subsequent Contractor.

As between the Parties, KPLC owns and will continue to own all data with respect to the Facilities and Customers.

15.2 Intellectual Property Infringements

15.2.1 Meaning of Infringement and Claim

In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, tradename, trade secret or other intellectual or industrial property right relating to the Services; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

15.2.2 Notice of Claims

Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under Sub-Clause 15.2[Intellectual Property Infringement].

15.2.3 Contractor to Indemnify KPLC

The Contractor shall indemnify and hold KPLC and the Utility harmless against and from any other claim which arises out of or in relation to the performance of the Services or the Contractor' management of the Utility.

15.2.4 KPLC to indemnify Contractor

KPLC shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

i. An unavoidable result of the Contractor's compliance with the Contract, or
ii. A result of any Services being used by KPLC:
    1. For a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
    2. in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contract or prior to the Base Date or is stated in the Contract.

15.2.5 Right to manage settlement and litigation

If a Party is entitled to be indemnified under this Sub-Clause 15.2 [Intellectual Property Infringement], the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

15.3 Confidentiality Obligations of the Contractor

15.3.2 Confidentiality

The Contractor shall keep confidential and shall not, without the written consent of KPLC, divulge to any Third Party any documents, data or other information arising directly or indirectly from the performance of Services under the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

However, the Contractor may furnish to its Subcontractor such documents, data and other information to the extent required for the Subcontractor to perform their work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under this Sub-Clause 15.3 [Confidentiality Obligations of the Contractor].

15.3.3 Use of information

The Contractor shall not use such documents, data and other information received from KPLC for any purpose other than as are required for the performance of the Contract. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract, Assets or Facilities in any trade or technical paper or advertising materials without the prior written consent of KPLC.

15.3.4 Exceptions for publicly available information

i. The obligations of the Contractor under Sub-Clause 15.3 [Confidentiality Obligations of the Contractor] shall not apply to that information which,
ii. Now or hereafter enters the public domain through no fault of the Contractor;
iii. can be proven to have been possessed by the Contractor at the time of disclosure and which was not previouslyobtained,directlyorindirectly,fromtheProcuringEntity;or

iv. otherwise lawfully becomes available to the Contractor from a Third Party that has no obligation of confidentiality.

15.4 Confidentiality and Publication Obligations of KPLC

Unless otherwise stated in the SCC, KPLC has the right and intention to publish the Contract in its entirety in its website and in such other media as it deems appropriate.

16 Liability, Risk Allocation, Securities, Bonds and Insurance

16.2 Limitation of Liability

Neither Party shall be liable to the other Party for loss of use of any Services, loss of profit, loss of any contractor for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, whether in contract, Services Requirements or otherwise, other than as specifically provided in Sub- Clause21.9[Payment on Termination by KPLC for Cause]; Sub-Clause 16.2 [Indemnities]; Sub- Clause 16.7 [Consequences of KPLC's Risks] and Sub-Clause 15.1 [Intellectual Property and Copyright]. The total liability of the Contractor to KPLC, under or in connection with the Contract, whether in contract, Services Requirements or otherwise, shall not exceed the sum **stated in the SCC**, or (if such multiplier or other sum is not so stated), the Contract Base Remuneration.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default, gross negligence, or reckless misconduct by the defaulting Party.

16.3 Indemnities

a. The Contractor shall indemnify and hold harmless KPLC, KPLC's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

b. bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the Services, unless attributable to any negligence, willful actor breach of the Contract by KPLC, KPLC's Personnel, or any of the irrespective agents, and

c. damage to or loss of any property, real or personal, to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's performance or non-performance of the Services and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by KPLC, KPLC's Personnel, their respective agents, or any one directly or indirectly employed by any of them.

d. KPLC shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by KPLC, KPLC's Personnel, or any of their respective agents.

16.4 Performance Security

16.3.1 Unless an amount is **not stated in the Particular Conditions of Contract**, the Contractor shall obtain (at his cost) a Performance Security for proper performance, in the form, amount and currencies **stated in the SCC**. The Contractor shall deliver the Performance Security to KPLC within 28 days after receiving the Form of Acceptance, and shall send a copy to the Independent Expert. The Performance Security shall be issued by an entity and from within Kenya (or other jurisdiction) approved by KPLC, and shall be in the form annexed to the Particular Conditions or in another form approved by KPLC. If the 16.3 institution issuing the Performance Security is located outside Kenya of KPLC, it shall have a corresponding financial institution located in Kenya of KPLC to make it enforceable.

6.3.2 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Services and been released from liability under this Contract. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the

performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Services have been completed and any defects have been remedied.

KPLC shall not make a claim under the Performance Security, except for amounts to which KPLC is entitled under the Contract.

16.3.3 KPLC shall not make a claim under the Performance Security unless the Independent Expert first certifies that there are "prima facie" grounds for making a claim. KPLC shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which KPLC was not entitled to make the claim. KPLC shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

16.5 General Requirements for Insurances

16.5.1 In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

Wherever the Contractors the insuring Party, each insurance shall be effected with insurers and in terms approved by KPLC. These terms shall be consistent with any terms agreed by both Parties before the date of the Form of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

16.5.2 Wherever KPLC is the insuring Party, each insurance shall be effected with insurers and in terms consistent with the details annexed in Schedule M. If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that KPLC shall act for KPLC's Personnel,(ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

16.5.3 The relevant insuring Party shall, within the respective periods **stated in the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:

a. Evidence that the insurances described in this Clause have been effected, and
b. copies of the policies for the insurances as required by Schedule M.

16.5.4 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Services and ensure that insurance is maintained in accordance with this Clause.

16.5.5 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

16.5.6 If the insuring Party fails to effect and keep inforce any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory Services Requirements evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contractor's Remuneration shall be adjusted accordingly.

16.5.7 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or KPLC, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or KPLC in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

16.6 Insurance Required

Each Party shall effect and maintain insurance as specified in Schedule M.

16.7 KPLC's Risks

The risks referred to in Sub-Clause 16.7 [Consequences of KPLC's Risks] below, in so far as they directly affect the execution of the Services in Kenya are:

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractor, revolution, insurrection, military or usurped power, or civil war, within Kenya,

c) riot, commotion or disorder within Kenya by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractor,

d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, within Kenya, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio- activity,

e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,

f) use or occupation by KPLC of any part of the Permanent Services, except as may be specified in the Contract,

g) any operation of the forces of nature which is Unforeseeable.

16.8 Consequences of KPLC's Risks

16.8.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to,

a. Destruction of or damage to the Facilities or any part thereof;

b. Destruction of or damage to property of KPLC or any Third Party; or

c. Injury or loss of life, if such destruction, damage, injury or loss of life is caused by any KPLC's Risks, and KPLC shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising on consequence of or in connection with the same.

16.8.3 If the Facilities or any property of the Contract or used or intended to be used for the purposes of the Services sustains destruction or damage by reason of any KPLC's Risks, KPLC shall pay for,

a. Replacing or making good any property or investments of the Contractor destroyed or damaged; and

b. Replacing or making good any such destruction or damage to the Facilities or any part thereof, so far as may be required by KPLC, and as may be necessary for completion of the Services.

16.8.4 If KPLC does not require the Contractor to replace or make good any such destruction or damage to the Facilities, KPLC shall either request a change in accordance with Sub-Clause 19.1 [KPLC Variations] excluding the performance of the Services in respect of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to Sub-Clause 17.7 [Release from Performance].

Notwithstanding anything contained in the Contract, KPLC shall pay the Contractor for any increased Costs that are in anyway attributable to, consequent on, resulting from, or in any way connected with any KPLC's Risks, if the Contractor notifies KPLC in writing of any such increased cost as soon as practicable.

16.8.5 If, during the term of the Contract, any KPLC's Risks occur that financially or otherwise materially affect the execution of the contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractor's personnel engaged in the work on the Services. If the execution of the Services becomes impossible or is substantially prevented for a single period of more than 60 days or an aggregate period of more than 120 days on account of any KPLC's Risks, the Parties will attempt to develop a mutually satisfactory Services Requirements solution, failing which either Party may terminate the Contract by giving a notice to the other.

In the event of termination pursuant to this Sub-clause, the rights and obligations of KPLC and the Contractor shall be as specified in Sub-Clause17.7 [Release from Performance].

17 Force Majeure

17.5 Definition of Force Majeure

In this Clause, "Force Majeure" means an exceptional event or circumstance:

a. Which is beyond a Party's control,
b. Which such Party could not reasonably have provided against before entering into the Contract,
c. which, having a risen, such Party could not reasonably have avoided or overcome, and
d. which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
ii. rebellion, terrorism, sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractor, revolution, insurrection, military or usurped power, or civil war,
iii. riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractor, or KPLC's Personnel
iv. munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
v. natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

17.6 Notice of Force Majeure

If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract

17.7 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

17.8 Consequences of Force Majeure

If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 17.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled to:

a. An extension of time for any such delay, if completion of the services is or will be delayed, and

b. if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 17.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost.

17.9 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Services to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

17.10 Optional Termination, Payment and Release

If the execution of substantially all the Services in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 17.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, the neither Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 21.12 [Actions on Termination].

17.11 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

a. The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

b. The sum payable by KPLC to the Contractor shall be the same as would have been payable under Sub-Clause 21.11 [Payment on Termination for Prolonged Force Majeure] if the Contract had been terminated under Sub-Clause 17.6 [**Optional Termination, Payment and Release**].

18 Suspension of Services

18.5 Suspension for non-payment

If KPLC:

a. Fails to pay the Contractor any sum due under the Contract within the period specified in the Contract;
b. Fails to approve any invoice or supporting documents without just cause under the Contract;
c. commits a substantial breach of the Contract, including preventing the exercise of the Contractor's Delegated Management Authority
d. fails to provide possession of or access to the Facilities
e. the Contractor may, after giving not less than 14 days' notice to KPLC, suspend work (or reduce the rate of work) unless and until the failure or breach which gave rise to the suspension has been rectified.

18.6 No prejudice to other remedies

The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 12.3 [Delayed Payment] and to termination under Sub-Clause 21.7 [Termination by the Contractor for Cause].

18.7 Compensation for costs from suspension

If the Contract or suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall be entitled to:

i. An extension of time for any such delay, and
ii. Payment of a costs actually and reasonably incurred as a result of the suspension

18.8 KPLC's Entitlement to Suspend the Services and Delegated Management Authority

KPLC may suspend the Services and Delegation of Management Authority, if this is necessary in the public interest, by notice to the Contractor. Such notice shall specify the effective date of the suspension, the reasons for the suspension, and the date on which the suspension will end.

If KPLC suspends the Services in accordance with this Sub-Clause 18.2, the Contractor shall then cease to perform its obligations under the Contract. However, the Contractor shall still be entitled to the Contractor Remuneration under the Contract. If the suspension continues for more than 90 days, the Contractor may, by notice to KPLC, treat the suspension as Termination for KPLC Convenience.

19 Contract Variation, Extension and Retendering

19.1 KPLC Variations

a) At any time during the Term of the Contract KPLC's Representative may request a Variation by giving to the Contractor Variation Request. A Variation Request shall specify

   a. A brief description of the Change to the Services
   b. The effect on any other provisions of the Contract
   c. A reasonable period within which the Contractor is required to respond.

19.2 Decision on KPLC's Variation Request

On receiving a Variation Request the Contractor shall respond in writing as soon as practicable, and in any event within the period stipulated in accordance with Sub-Clause 19.1 [KPLC Variations], either by giving reasons why he cannot comply (if this is the case) or by submitting a Variation Proposal containing:

a) A description of the proposed work to be performed and a program for its execution,
b) An estimate of the adjustment in Opera Services Requirements Remuneration which would be necessary to put the Contractor in the same financial position as if the Variation were not implemented

KPLC shall then:

a) Accept the Variation Proposal, which shall then modify the Contracts as far as is specified in the Variation Proposal; or
b) Notify the Contractor that is has decided not to proceed with Variation or
c) Notify the Contractor that it does not agree with the proposed adjustment in Opera Services Requirements Remuneration or other terms of the Contract, and refer the issue for determination through the Dispute Resolution procedure under Sub-Clause 20.1 [Dispute Resolution].

19.3 Value Management

The Contractor may, at any time, submit to KPLC's Representative a written Value Management Proposal which (in the Contractor's opinion) will, if adopted:

i) Reduce the cost of providing the services; or
ii) Further the Objectives of the Contract; or
iii) Otherwise be of benefit to KPLC or the Utility.

The Value Management Proposal shall be prepared at the cost of the Contractor and shall include:

a) Description of the proposed Change to the Services
b) A description of the proposed work to be performed and a program for its execution,
c) Any proposed adjustment in Opera Services Requirements Remuneration
d) The effect on any other provisions of the Contract.

If the Value Management Proposal would allow the same Services to be performed at lower cost, then the proposed adjustment in the Operational Services Requirements Remuneration shall be such as to share the benefits of the savings equally between the Contractor and KPLC.

If the effect of the Value Management Proposal would be to increase both the scope of the Services and the cost of the Services, then the proposed adjustment in the Operational Services Requirements Remuneration shall be such as to put the Contractor in the same financial position as it would be if the Value Management Proposal were not implemented

19.4 Decision on Value Management Proposal

On receiving a Value Management Proposal, KPLC shall either:

a) Accept the Value Management Proposal, which shall then modify the Contract so far as is specified in the Value Management Proposal; or

b) Decline to accept the Value Management Proposal.

19.5 Adjustments for Changes in Law

"Change in Law" means a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contract or in the performance of obligations under the Contract.

If the Contractor incurs additional Cost as a result of a Change in Law, the Operational Services Requirements Remuneration shall be adjusted so as put the Contractor in the same financial position as it would be if the Change in Law had not occurred.

If the Parties cannot agree on the required adjustment to the Operational Services Requirements Remuneration, either Party may refer the issue for determination through the procedure under Sub-Clause 20.1 [Dispute Resolution].

19.6 Extension and Subsequent Tendering

a) Extension of the Contract

Unless otherwise provided for in Schedule N, the Contract may be extended for an additional period of no more than the initial term of the Contract. Such an extension may be requested by KPLC, following the process set out in 19.1 [KPLC Variation], or by the Contractor following the process set out in 19.2 [Value Management], must be agreed by the Parties, and may not be determined under the Dispute Resolution process.

However, the Parties may agree to refer the invitation to an extension to the Independent Expert. If the parties refer the invitation to an extension to the Independent Expert they shall agree, prior to the referral, whether the Independent Expert's recommendation will be advisory only, or binding.

If requested to make a recommendation under this section, the Independent Expert shall be guided by:

a. The Objectives of the Contract
b. Such additional objectives as KPLC may inform him of which appear to him to be reasonable
c. The need for the Contractor to make a fair profit on its efforts, which he may assess by reference to the profits actually achieved or expected to be achieved under the Contract
d. The desirability of rewarding the Contractor for success in achieving KPLC's objectives.

b) Subsequent Tendering for a Similar Contract

Unless otherwise provided in Schedule N, the Contractor shall not be precluded from Tendering for any similar contract which is offered by KPLC or the Utility after the termination or expiration of this contract. In case of such a subsequent Tendering, the Contractor will be requested by KPLC to provide in due time a detailed report satisfactory Services Requirements to KPLC about the Services under this Contract, such Report to be made available by KPLC to all other potential Tenderers.

20 Dispute Resolution

20.1 Amicable Settlement

a. If any dispute arises out of or in connection with this Contract, either Party may give notice to the other Party of the same, where upon the Parties shall meet promptly and in a good faith attempt to reach an amicable settlement.

b. In the event that the Parties do not resolve a dispute in accordance with this Sub-Clause within twenty (20) days of notice of the dispute being given, the neither Party may refer the dispute to the Independent Expert for determination pursuant to the procedure set for thin Sub-Clause 20.2 [Independent Expert].

20.2 Independent Expert

a) By the date of Contract signing, the Contractor shall indicate to KPLC in writing its acceptance of one of the potential Independent Experts **proposed in the Special Conditions of Contract** by KPLC or otherwise present to KPLC for its acceptance, a counter-proposal with the names of one or more individuals. KPLC shall respond in writing to the Contractor by the date **stated in the Particular Conditions of Contract**, and in case of a negative response, with a copy to the appointing entity or official **named in the Particular Conditions of Contract**, who shall then appoint the Independent Expert after due consultation with both Parties. If the Contractor fails to indicate its acceptance of one of KPLC-proposed individuals or present a counter- proposal, or if KPLC fails to respond to the Contractor's counter proposal by the due dates indicated above for each event, or if the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the Independent Expert declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, then the appointing entity or official **named in the Special Conditions of Contract** shall, upon request of either or both of the Parties and after due consultation with both Parties, appoint the Independent Expert. The appointment(s) made by the appointing entity or official shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

b) The Independent Expert shall be a professional experienced in the type of services covered under the Contract and with the interpretation of contractual documents, and shall be fluent in the language for communications defined in the Contract. The Independent Expert shall be (and the terms of this appointment shall so provide that he or she is) independent of the Parties and shall act impartially. The Independent Expert's appointment may be terminated only by mutual agreement between the Parties. The Expert's terms of appointment shall expire as the Parties may mutually agree.

c) In making its determination, the Independent Expert shall:

a. have regard to the Services required to be performed hereunder and the terms and conditions of this Contract; and

b. ensure that the position of the Parties is res Services Requirements to the position they would have been in if the event triggering the dispute under this Section had not occurred and all the Parties had complied with the Contract.

c. The Party who initially issued the notice of intention to refer the dispute to the Independent Expert shall within ten (10) days of such notice submit to the Independent Expert and to the other Party the following documents:

a. A description of the dispute;

b. A statement of that Party's position; and

c. Copies of relevant documentary evidence in support.

d. Within ten (10) days of receipt of the above documents, the other Party shall submit:

1. A description of the dispute;

2. A statement of that Party's position; and

3. Copies of relevant documentary evidence in support.

e. The Independent Expert may call for such further documentary evidence and/or interview such persons as it deems necessary in order to reach their decision.

f. The expert shall give notice to the Parties of its decision within twenty (20) days of receipt of the documents provided under Section d) or e) as the case may be.

g. Unless this Contract has already been terminated or abandoned, the Parties shall in every case continue to proceed with the performance of their rights and obligations under this Contract with all due diligence whilst the Independent Expert is reviewing the dispute.

a. The decision of the Independent Expert shall be binding unless and until one Party, within ten (10) days of the date of such decision, issues a notice of intention to refer the matter to arbitration in accordance with Sub-Clause 20.1.4 [Arbitration].

j) Each Party shall bear its own costs of preparing the materials for and making presentations to the Expert.

20.3 Payment of the Independent Expert

The costs of engaging the Independent Expert shall be borne equally by the Parties. The Independent Expert shall be paid as follows, in the currency named in the Special Conditions of Contract or as otherwise indicated in the appointment notice issued in accordance with Sub-Clause 20.2 [Independent Expert]:

a) A retainer fee per calendar month, which shall be considered as payment in full for:
i) Being available on 28 days' notice for all site visits and hearings;
ii) Becoming and remaining conversant with all project developments and maintaining relevant files;
iii) All office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with this duties; and
iv) All services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Sub-Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the appointment becomes effective; until the last day of the calendar month in which the Contract expires, unless the Independent Expert resigns or his appointment is otherwise terminated by the Parties.

a) A daily fee which shall be considered as payment in full for:
a. each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Independent Expert's home and the site, or another location of a meeting that the Independent Expert is required to attend;
b. each working day on Site visits, hearings or preparing decisions; and
c. each day spent reading submissions in preparation for a hearing.

b) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Independent Expert's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Sub-Clause;

c) any taxes properly levied in Kenya on payments made to the Independent Expert (unless a national or permanent resident of Kenya) under this Sub-Clause.

20.4 Arbitration

All disputes arising out of or in connection with this Contract, not settled by amicable settlement or by the Independent Expert, in respect of which the Independent Expert's determination has not become final and binding, shall be finally settled by arbitration. Unless otherwise agreed by both Parties:

a) For contracts with foreign Contractor:
a. international arbitration with proceedings administered by the international arbitration institution appointed in the SCC, in accordance with the rules of arbitration of the appointed institution;
b. the place of arbitration shall be the place specified in the **SCC** or such other place selected in accordance with the applicable arbitration rules; and
c. the arbitration shall be conducted in the English language as defined in Sub-Clause1.4; and

b) For contracts with domestic Contractor, arbitration with proceedings conducted in accordance with the laws of Kenya.

c) The arbitral Services Requirements shall have full power to open up, review and revise any determination of the Independent Expert, relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitral Services Requirements on any matter whatsoever relevant to the dispute.

d) Neither Party shall be limited in the proceedings before the arbitral Services Requirements to the evidence or arguments previously put before the Independent Expert to obtain its determination, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the Independent Expert shall be admissible in evidence in the arbitration.

e) Arbitration may be commenced prior to or after completion of the Services. The obligations of the Parties and the Independent Expert shall not be altered by reason of any arbitration being conducted during the progress of the Services.

20.5 Survival

The dispute resolution provisions contained in Sub-Clause 20.1.4 [Arbitration] shall survive termination of this Contract.

21 Default and Termination

21.1 Notification and Cure Plans

If a Default occurs, the Party not in Default may, in addition to any other remedies it has, give the Defaulting Party a notice in writing ("**Default Notice**") specifying:

a) That a Default has occurred;

b) The events or circumstances constituting the Default; and

c) If the Default is capable of being cured or remedied, a reasonable Cure Period in which to cure or remedy the Default. The Party not in Default may specify in the Default Notice:

d) That it requires the Defaulting Party to provide to the Party not in Default a written plan ("Cure Plan") which specifies the reason the Default occurred, how the Defaulting Party intends to remedy the Default, the time that the Defaulting Party will require to remedy the Default and includes additional information on such matters as the Party not in Default requires; and

e) A reasonable time by which the Defaulting Party must provide the Cure Plan to the Party not in Default. The Party not in Default may, by notice to the Defaulting Party, vary the Cure Period having regard to information provided to it in relation to a Cure Plan.

21.2 Remedying the Default within the Applicable Cure Period

Upon receipt of a Default Notice, if the Default is capable of being cured or remedied, the Defaulting Party must cure or remedy the Default within the Cure Period.

In addition to its obligations under Sub-Clause 21.1 [Notification and Cure Plans], if the Party not in Default has required the Defaulting Party to provide a Cure Plan, the Defaulting Party must:

a) Provide a Cure Plan within the time requested by the Defaulting Party;

b) Comply with the Cure Plan; and

c) report to the Party not in Default on progress in relation to the Cure Plan at the times and in the manner specified by the Party not in Default. The Defaulting Party may, by notice to the Defaulting Party, request an extension to a Cure Period. The Defaulting Party may only request such an extension once in relation to a particular Default. The notice must specify:

   i. the reason why the Defaulting Party is not able to cure or remedy the Default within the existing Cure Period,

   ii. the additional time that the Defaulting Party requires to cure or remedy the Default and

   iii. any other information that is relevant to the Party not in Default's assessment of the request.

The Defaulting Party may not give such a notice unless it has diligently sought to cure or remedy the relevant Default. The Party not in Default must not unreasonably withhold its consent to an invitation to such an extension of a Cure Period unless the Party not in Default believes, on reasonable grounds, that the extension of the Cure Period would have a material adverse effect on the provision of the Services or the use by the Party not in Default of the Facilities.

21.3 Failure to cure

If the Party not in Default has given a Default Notice to the Defaulting Party and:

a) Where the Default is capable of being cured or remedied, the Defaulting Party does not provide a Cure Plan acceptable to the Party not in Default within the time required in the Default Notice (if applicable);

b) Where the Default is capable of being cured or remedied, the Defaulting Party does not diligently pursue the Cure Plan (if applicable) or otherwise comply with its obligations under Sub-Clause 21.2 [Remedying the Default within the Applicable Cure Period];

c) where the Default is capable of being cured or remedied, the Default is not cured or remedied within the Cure Period and, if applicable, in accordance with the Cure Plan; or

d) the Default is not capable of being cured or remedied.
The Party not in Default may (without prejudice to any of its other rights with respect to the Default), exercise all or any of the following remedies:

i. sue the Defaulting Party for compensation for the Default, and exercise all available legal and equitable remedies including without limitation suing for specific performance, injunctive relief or such other orders as the Party not in Default considers appropriate;

ii. terminate this Agreement.

21.4 Ways the Contract may be terminated

The Contract may be terminated by:

a) KPLC for Convenience, in accordance with Sub-Clause 21.5 [Termination by KPLC for Convenience],

b) KPLC for Cause, in accordance with Sub-Clause 21.6 [Termination by KPLC for Cause], or

c) The Contractor for Cause, in accordance with Sub-Clause 21.7 [Termination by the Contractor for Cause].

21.5 Termination by KPLC for Convenience

21.5.1 KPLC shall be entitled to terminate the Contract, at any time for KPLC's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or KPLC returns the Performance Security.

21.5.2 KPLC shall not terminate the Contract under this Sub-Clause in order to arrange for the Services to be executed by another Contractor or to avoid a termination of the Contract by the Contractor under Sub- Clause 21.7 [Termination by the Contractor for Cause].

21.5.3 After this termination, the Contractor shall proceed in accordance with Sub-Clause 21.12 [Actions on Termination] and shall be paid in accordance with Sub-Clause 21.8 [Payment on Termination by KPLC for Convenience].

21.6 Termination by KPLC for Cause

KPLC shall be entitled to terminate the Contract for cause, if the Contractor:

a) In accordance with Sub-Clause 21.3 [Failure to Cure], is the Defaulting Party referred to in that Sub-Clause,

b) Fails to comply with Sub-Clause 16.3 [Performance Security],

c) Abandons the Services or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,

d) Without reasonable excuse fails to proceed with the Services,

e) Subcontracts the whole of the Services or assigns the Contract without the required agreement,

f) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his credit Services Requirements, or carries on business under a receiver, trustee or manager for the benefit of his credit Services Requirements, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

g) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

i) for doing or for bearing to do any action in relation to the Contract, or

ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract,

iii) or if any of the Contractor's Personnel, agents or Subcontractor gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or.

h) In the judgment of KPLC, has engaged in Fraud and Corruption, as defined in paragraph 2.2a of the Appendix to the GCC, in competing for or in executing the Contract. In any of these events or circumstances, KPLC may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Facilities. However, in the case of sub-paragraph (e), (f) or (h), KPLC may by notice terminate the Contract immediately.

KPLC's election to terminate the Contract shall not prejudice any other rights of KPLC, under the Contract or otherwise.

21.7 Termination by the Contractor for Cause

The Contractor shall be entitled to terminate the Contract if:

a) In accordance with Sub-Clause 21.3 [Failure to Cure], if the Contractors the Defaulting Party referred to in that Sub-Clause,

b) KPLC fails to pay any part of the Contractor' Remuneration within 56 days of it falling due

c) KPLC substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the ability of the Contractor to perform the Contract,

d) KPLC fails to comply with Sub-Clause 3.1 [Assignment], or

e) KPLC becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his credit Services Requirements, or carries on business under a receiver, trustee or manager for the benefit of his credit Services Requirements, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

21.8 Payment on Termination by KPLC for Convenience

21.8.1 Upon termination of this Contract pursuant to Sub-Clause 21.5 [Termination by KPLC for Convenience] KPLC shall make the following payments to the Contractor:

a. Any portion of the Remuneration payable to the Contractor for Services satisfactory Services Requirements performed or Performance Target achieved prior to the Termination of the Contract;

b. the Costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment, Materials and Supplies from the Facilities and in the repatriation of the Contractor's Personnel and its Subcontractor's personnel;

c. any amounts required to be paid by the Contractor to its Subcontractor in connection with the termination of any Subcontracts, including any reasonable cancellation charges;

d. the reasonable Costs incurred by the Contractor in protecting and handing over the Facilities pursuant to Sub-Clause 21.12 [Actions on Termination]; and

e. the reasonable Costs of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with Third Parties in connection with the Contract and that are not otherwise covered by this Sub-Clause 21.8 [Payment on Termination by KPLC for Convenience].

f. The only payments to be made to the Contractor on termination by KPLC pursuant to Sub-Clause

g. [Termination by KPLC for Convenience] are those set out in this Sub-Clause 21.8. The Contractor shall not make any other claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of this Contract**.**

21.9 Payment on Termination by KPLC for Cause

Upon termination of this Contract pursuant to Sub-Clause 21.6 [Termination by KPLC for Cause], KPLC shall make the following payments to the Contractor:

a) Any portion of the Remuneration payable to the Contractor for Services satisfactory Services Requirements performed or Performance Target achieved prior to the Termination of the Contract and

b) the reasonable Costs incurred by the Contractor in protecting and handing over the Facilities pursuant to Sub-Clause 21.12 [Actions on Termination]. The only payments to be made to the Contractor on termination by KPLC pursuant to Sub-Clause 21.6 [Termination by KPLC for Cause] are those set out in this Sub-Clause 21.9. The Contractor shall not make another claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of this Contract**.**

21.10 Payment on Termination by the Contractor for Cause

Upon termination of this Contract pursuant to Sub-Clause 21.7 [Termination by the Contractor for Cause] KPLC shall make the following payments to the Contractor:

a) Any portion of the Remuneration payable to the Contractor for Services satisfactory Services Requirements performed or Performance Target achieved prior to the Termination of the Contract;

b) The Costs reasonably incurred by the Contractor in the removal of the Contractor' Equipment, Materials and Supplies from the Facilities and in the repatriation of the Contractor' Personnel and its Subcontractor's personnel;

c) Any amounts required to be paid by the Contractor to its Subcontractor in connection with the termination of any Subcontracts, including any reasonable cancellation charges;

d) the reasonable Costs incurred by the Contractor in protecting and handing over the Facilities pursuant to Sub-Clause 21.12 [Actions on Termination];

e) the reasonable Costs of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with Third Parties in connection with the Contract and that are not otherwise covered by this Sub-Clause 21.8 [Payment on Termination by KPLC for Convenience]; and

f) a payment in compensation for lost profits under the contract, which shall be either:

   i) the amount for Liquidated Damages on Termination for KPLC Convenience **specified in the SCC**, or if no such amount is specified,

   ii) the amount of profit the Contractor would be expected to lose as a result of early termination of the contract. The Contractor shall submit an estimate of this amount. KPLC shall either pay this amount, or submit it to dispute resolution under Sub-Clause 20.1 [Dispute Resolution].

g) The only payments to be made to the Contractor on termination by KPLC pursuant to Sub- Clause 21.7 [Termination by the Contractor for Cause] are those set out in this Sub-Clause 21.10. The Contractor shall not make another claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of this Contract**.**

21.11 Payment on Termination for Prolonged Force Majeure

Upon termination of this Contract pursuant to Sub-Clause 17.6 [Optional Termination, Payment and Release] KPLC shall make the following payments to the Contractor:

a) Any portion of the Remuneration payable to the Contractor for Services satisfactory Services Requirements performed or Performance Target achieved prior to the Termination of the Contract

b) the Costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment, Materials and Supplies from the Facilities and in the repatriation of the Contractor's Personnel and its Subcontractor's personnel;

c) any amounts required to be paid by the Contractor to its Subcontractor in connection with the termination of any Subcontracts, including any reasonable cancellation charges;

d) the reasonable Costs incurred by the Contractor in protecting and handing over the Facilities pursuant to Sub-Clause 21.12 [**Actions on Termination**].

e) The reasonable Costs of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with Third Parties in connection with the Contract and that are not otherwise covered by this Sub-Clause 21.11 [Payment on Termination for Prolonged Force Majeure].

21.12 Actions on Termination

In all cases of Termination, the Contractor shall promptly:

a) Cease all further work, except for such work as KPLC may specify in the notice of termination for the sole purpose of protecting the Facilities, or handing the over for safe and un interrupted operation by KPLC or another party, including co-operating with KPLC in such manner as KPLC reasonably requires to ensure that the Services provided by the Contractor can be provided by another service provider or by KPLC itself.

b) Leave the Facilities

c) Deliver to KPLC all records related to the Contract and Services

d) Deliver all documents, know-how, information technology software and other intellectual property required for the provision of the Services and management of the Utility which were required to be left with KPLC or Utility at the Termination of the Contract under Clauses 6 [Know-How Transfer and Training] and 15 [**Intellectual and Industrial Property Rights**].

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following **Special Conditions of Contract** shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC Clause	**Condition**
2.1(f)	*Other effectiveness conditions*
2.3 Period of Contract	*Period of Contract shall be 24 months*
3.5 Contractor's responsibility for the acts or defaults of its sub-contractor	*[insert any statements different from the requirements established under sub-clause 3.5 (a)-(d)*
3.8 Compliance with Laws	*[insert any statements different from the requirements established under sub-clause 3.8*
3.10 Inspections and Audit by the PPRA	*1. KPLC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.* *2. In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.* *3. The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.* *4. Should any inspected or tested services fail to conform to the specifications, KPLC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.* *5. KPLC's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KPLC or its representative(s) prior to the services performance / delivery.* *6. For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPLC.*
4.1 Services to be performed and other obligations	***1. Warranty*** *a) Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.*

	b) This Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been performed as indicated in the contract. *c) KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.* *d) Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.* *e) If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.* *2.* ***Waiver*** *Any omission or failure by KPLC to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Contractor shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KPLC's powers and rights as expressly provided in and as regards this contract.*
8.6 Categories of staff that must be hired locally if and to the extent that a sufficient number of appropriately qualified staff is locally available	
11.2 Period within which KPLC should make a decision on contractor's management advice.	*[ ] days*
12.3 Payment by KPLC	*1. Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.* *2. Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.* *3. A Contractor who requests for a Letter of Credit (hereinafter abbreviated as LC)–* *a) Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.* *b) Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.* *c) The maximum number of extensions and amendments shall be limited to two (2).* *d) Notwithstanding sub-clause 7.12.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by*

	both the Contractor's and KPLC's bank shall be to the Beneficiary's account. *e) The LC shall be opened only for the specific Order within the validity period of the contract.* *f) LCs shall be partial for partial performance or full for whole performance as per the contract.* *g) The Contractor shall be required to submit a proforma invoice for each lot* *for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.* *h) A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.* *4 KPLC shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for any decline.*
16 Insurance	*The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.*
16.3 Indemnities	*The Contractor shall (except in respect to losses, injuries or damage resulting from any act or neglect of KPLC) indemnify and keep indemnified KPLC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto*
16.2 Limitation of Liability	
16.3 Performance Security	*1. Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following: -* *a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.* *b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.* *2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.* *3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.* *4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the* ***Next Lowest Evaluated Tenderer That Its Tender Has Been Accepted.*** *5 The proceeds of the Performance Security shall be payable to KPLC as*

	compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered. *6. The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.* *7. KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.* *8. Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract..*
20.2 List of KPLC-proposed potential Independent Experts	
20.4 (a) International Arbitration Institution	*Select United Nations Commission on International Trade Law (UNCITRAL); or the International Chamber of Commerce (ICC).*
21.10 (f) Liquidated damages	*Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.*

To:
Name: .....*[insert authorized representative's name]* Address: .....*[insert authorized representative's address]*
Telephone numbers: ..... *[insert authorized representative's telephone/fax numbers]* Email Address: .....*[insert authorized representative's email address]*

DATE OF TRANSMISSION: This Notification is sent by: [*email*] on [*date*] (local time) IMPORTANT: For the attention of Tenderer's authorized representative

Dear Sirs/ Madams,

1. NOTIFICATION OF INTENTION TO AWARD

KPLC: .....*[insert the name of KPLC]*

Contract title:..... *[insert the name of the contract]*

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:

a) Request a debriefing in relation to the evaluation of your Tender, and/or
b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

a. The successful Tenderer
Name:.....*[insert name of successful Tenderer]*
Address:.....*[insert address of the successful Tenderer]* Contract price:.....*[insert contract price of the successful Tenderer]*

b. Tenderers [INSTRUCTIONS: insert names of all Tenderers. As applicable, insert prices, technical scores and combined scores. Where the selection method requires it, state the price offered by each Tenderer as read out, and as evaluated. Include over all technical scores and scores assigned for each criterion and sub-criterion.]

	Name of Tenderer	**Technical scores**	**Financial Proposal Price**	**Evalauted Financial Proposal Cost**	**Combined score and ranking (if applicable)**	
1						
2						
3						
4						
5						

c. Reason/s why your Tender was unsuccessful [*Delete if the combined score already reveals the reason*]
[INSTRUCTIONS; State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) information that is marked confidential by the Tenderer in its Tender.]

d. How to request a debriefing *[This applies only if your Tender was unsuccessful as stated under point (3)*

above] DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

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 (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the invitation to debriefing as follows:

Attention: .....*[insert full name of person, if applicable]*

Title/position: .....*[insert title/position]*

Agency: .....*[insert name of KPLC]*

Email address: .....*[insert email address]*

If your invitation to a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) 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 (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you the date that the extended Standstill Period will end.

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 contend the date and time.

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) Business Days from the date of publication of the Contract Award Notice.

e. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: .....*[insert full name of person, if applicable]*

Title/position: .....*[insert title/position]*

Agency: .....*[insert name of KPLC]*

Email address:.....*[insert email address]*

[At this point in the procurement process] [Upon receipt of this notification] 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.

Further information:

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who has submitted a Tender in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required.

f. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on ..... *[insert date]* (local time).

The Standstill Period lasts fourteen (14) Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact

us. On behalf of..... *[insert the name of KPLC]:*

Signature:

Name:

Title/position:

Telephone:

Email:

Date

Notes:

1. *This Notification of Intention to Award shall be sent to each Tenderer whose Financial Proposal was opened. Send this Notification to the authorized representative of the Tenderer].*
2. *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 NOTIFICATION OF AWARD

Form of Acceptance

[Form head paper of KPLC]

.....*[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 Particular Conditions of Contract]* for the Contractor's Remuneration of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* included in Section X, Annex to the Particular Conditions
- Contract Forms, of the Tendering Document

Authorized Signature: ..... Name

and Title of Signal Services Requirements: ..... Name of

Agency: .....

Attachment: Contract Agreement

3. Contract Agreement

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

AND

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.

2. Unless the context or express provision otherwise requires: -
   a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
   b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
   c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.

   d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Contractor" the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
   e) where there are two or more persons included in the expression the "Contractor" any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.

3. In consideration of the payment to be made by KPLC to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with KPLC to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.

4. KPLC hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The following documents shall constitute the Contract between KPLC and the Contractor and each shall be read and construed as an integral part of the Contract: -
   a) this Contract Agreement
   b) the Special Conditions of Contract as per the Tender Document
   c) the General Conditions of Contract as per the Tender Document
   d) the Price Schedules submitted by the Contractor and agreed upon with KPLC.
   e) the Details of Service as per KPLC's Tender Document
   f) the Schedule of Requirements
   g) KPLC's Notification of Award dated……
   h) the Tender Form signed by the Contractor
   i)

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence

shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -

a) Execution of this Contract Agreement by KPLC and the Contractor.
b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPLC.
c) Issuance of the Official Order by KPLC to the Contractor.
d) Where applicable, Opening of the Letter of Credit by KPLC.

8. The period of contract validity shall begin from the Commencement date and end on either -

a) sixty (60) days after the last date of the agreed performance schedule, or,
b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later. Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.

9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.

10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.

11. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.

12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (and proof of posting shall be proof of service), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.

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

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

SIGNED for and on behalf
of KPLC

_____
MANAGING DIRECTOR & CEO

and in the presence of:-

_____
COMPANY SECRETARY

SEALED with the COMMON SEAL
of the CONTRACTOR

_____ _____
DIRECTOR Affix Contractor's Seal here

_____
DIRECTOR'S FULL NAMES

and in the presence of:-

_____
DIRECTOR/ COMPANY SECRETARY

_____
DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -
Advocate,
C/o The Kenya Power & Lighting Company PLC,
7th Floor, Stima Plaza, Kolobot Road, Parklands,
Post Office Box Number 30099–00100,
NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

4 Performance Security – Option 1: (Bank Guarantee)

(To Be Submitted On Bank's Letterhead) **Date:**

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

Beneficiary: _____ *[insert name and Address of KPLC]* **Date:**

_____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantee Services Requirements: *[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that _____ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (herein after called "the Applicant") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the supply of _____ *[insert name of contract and brief description of Guarding Services]* (herein after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Applicant, we as Guarantee Services Requirements, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of.....*[insert amount in figures]* ()*[insert amount]*, [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.

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 this office indicated above on or before that date.

EITHER

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

this ……day)
) _____
) BANK SEAL
of ……20….)
in the presence of :-)
)
_____)
)

and in the presence of:-)
)
_____)

OR

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

_____

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

_____

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

NOTES TO SUPPLIERS AND BANKS

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

2. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*

3. The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated][Guarantee Services Requirements Form head or SWIFT identifier code

The issuing Bank should address its response or communication regarding the bond to KPLC at the following e-mail address – "guarantees@kplc.co.ke" [signature(s)]

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Form of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date. KPLC should note that in the event of an extension of this date for completion of The Contract, KPLC 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. In preparing this guarantee, KPLC might consider adding the following text to the form, at the end of the penultimate paragraph: "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 invitation to such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

5. Performance Security- Option 2: Performance Bond

By this Bond_____as Principal (hereinafter called "the Contractor") and_____] as Surety (hereinafter called "the Surety"), are held and severally bound unto_____] as Obligee (herein after called "KPLC") 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 Contractor's Remuneration is payable, the Contractor and the Surety bind themselves, their heirs, executive Services Requirements, administrative Services Requirements, successors and assigns, jointly and severally bound by these presents.

WHEREAS the Contractor has entered into a written Agreement with KPLC dated the_____ day of_____, 20_____, for_____*[name of contract and brief description of Guarding Services]* _____ 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.

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 KPLC to be, in default under the Contract, KPLC having performed KPLC'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 KPLC for completing the Contract in accordance with its terms and conditions, and upon determination by KPLC and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and KPLC and make available as work progresses (even though there should be a default or a succession of defaults under the Contractor Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contractor's Remuneration; 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 Contractor's Remuneration," as used in this paragraph, shall mean the total amount payable y KPLC to Contractor under the Contract, less the amount properly paid by KPLC to Contractor ;or

(3) pay KPLC the amount required by KPLC to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Handback Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than KPLC named herein or the heirs, executive Services Requirements, administrative Services Requirements, successors, and assigns of KPLC.

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

4. Advance Payment Security

[Guarantee Services Requirements Form head or SWIFT identifier code]

Beneficiary: .....*[Insert name and Address of Procuring Entity]* **Date:** .....*[Insert date of issue]*

ADVANCEPAYMENTGUARANTEENo.:.....*[Insertguaranteereferencenumber]*

Guarantee Services Requirements: .....*[Insert name and address of place of issue, unless indicated in the Form head]*

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]* (herein after called "the Applicant") has entered into Contract No.....*[insert reference number of the contract]* dated.....*[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Guarding Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ _____*[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, here are the Requirements, 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 either that the Applicant:

a) Has used the advance payment for purposes other than toward delivery of Guarding Services; 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.

A demand under this guarantee may be presented as from the presentation to the Guarantee Services Requirements of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number_____. *[insert number]* at _____*[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant 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, has been certified for payment, or on the*[insert day]* day of_____*[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

_____

[signature(s)]

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

6. PERFORMANCE SECURITY (LC)

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

Form of Documentary credit - "Irrevocable Standby"

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

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

The SBLC should be available – "By Payment"

Drafts should be payable at - "SIGHT"

Documents required -

1. Beneficiary's signed and dated statement demanding for payment under the letter of credit no…….. (*Insert LC No*.) as……. (*Name of Applicant*) (hereinafter called the "Supplier") indicating that the "Supplier" has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Supplier.

2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the Applicant.

2. (Include) that there should be no conditions requiring compliance with the specific regulations or a country's laws and regulations.

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

Confirmation instructions – (See notes below)

NOTES TO SUPPLIERS AND BANKS

Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract

KPLC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for Response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security (LC) may be deemed as invalid and the Contract nullified.

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

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