



**Kenya Power**

**TENDER No. KP1/1/3A/4/1/OT/005/23-24  
DESIGN, SUPPLY, INSTALLATION,  
TESTING AND COMMISSIONING OF GRID -TIED SOLAR PV SYSTEM  
FOR TRAINING & RESEARCH AT IESR**

**DATE OF TENDER DOCUMENT: MAY 2024**

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

**TENDER DOCUMENT FOR DESIGN, SUPPLY, INSTALLATION TESTING AND  
COMMISSIONING OF A GRID-TIED SOLAR PV SYSTEM  
(E-PROCUREMENT NATIONAL- OPEN TENDER SYSTEM)**

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## DEFINITION OF TERMS

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *"Date of Tender Document" shall be the start date specified on the KPLC tendering portal.*
- c) *"Day" means calendar day and "month" means calendar month.*
- d) *"KEBS" wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *"KENAS" wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *"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) *"KPLC" means The Kenya Power and Lighting Company PLC 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.*
- j) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Tenderer" the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*
- m) *KPLC's "authorized person" shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*
- n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
  - o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*
- h) *"DDP" refers to Delivered Duty Paid*





## TENDER SUBMISSION CHECKLIST

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

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.	
2	Declaration Form	
3	Duly completed Tender Form	
4	Copy of Company or Firm’s Registration Certificate	
5	Copy of PIN Certificate (for the Company/Firm)	
6	Copy of Valid Tax Compliance Certificate (for the Company/Firm)	
7	Confidential Business Questionnaire (CBQ)	
8	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company registration of business name for those trading as a sole proprietor or a registration of partnership deed registered under the Kenyan law or equivalent certification for foreign tenderers.	
9	Solar PV Contractor’s License (issued by Energy & Petroleum Regulatory Authority – EPRA)	
10	Type Test Certificates and their Reports and or Test Certificates and their Reports	
11	Copy of accreditation certificate for the testing laboratory as per ISO/ IEC 17025,	
12	Valid and current ISO 9001 Certificates or for locally manufactured or produced goods, valid Mark of Quality Certificate or Standardization Mark Certificates from the Kenya Bureau of Standards (KEBS).	
13	Catalogues and or Manufacturer’s drawings	
14	Duly completed Schedule of Guaranteed Technical Particulars	
15	Manufacturer’s Authorization and warranty	
16	Names with full contact as well as physical addresses of previous customers of similar works and reference letters from at least two (2) previous customers	
17	Statement on Deviations	
18	Price Schedule(s)	
19	Schedule of requirements duly filled indicating items offered	
20.	Guaranteed Lead Time	



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## **PART 1 - TENDERING PROCEDURES**

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- 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:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) Has the same legal representative as another Tenderer; or
  - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of KPLC regarding this Tendering process; or
  - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by KPLC as Project Manager for the Contract implementation; or
  - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 3.3 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
  - h) has a close business or family relationship with a professional staff of KPLC who:
    - (i) are directly or indirectly 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 conflict stemming from such relationship has been resolved in a manner acceptable to KPLC.
- 4.4 A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract
- 4.5 A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.
- 4.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 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.
- 4.7 A Tenderer that has been debarred by the PPRA shall be ineligible to be prequalified for, initially selected for, Tender for, propose for, financially or otherwise, during such period of time as the PPRA shall have determined. The list of debarred firms and individuals is available at PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke).
- 4.8 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.
- 4.9 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. Where the procurement is implemented across jurisdictional boundaries, then exclusion of a firm or individual on the basis of ITT 4.8 (a) above by any country may be applied to that procurement across other countries involved.



### **PART 3 - Conditions of Contract and Contract Forms**

- viii) Section VIII- General Conditions of Contract (GCC)
- ix) Section IX- Special Conditions of Contract (SCC)
- x) Section X- Contract Forms

- 6.2 The Invitation to Tender Notice issued by KPLC is not part of the 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 the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

### **8. Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works**

- 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 visit of the site of the works 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 pretender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with 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 works at the webpage 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. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

### **9. Clarification of Tender Documents**

- 9.1 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 works if provided for in accordance with ITT7.1. 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 ITT6.3, 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





Joint Venture Agreement entered in to 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. The Tenderer shall serialize pages of all tender documents submitted.

- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender

#### **14. Form of Tender and Price Schedules**

- 14.1 The Form of Tender and Price Schedules shall be prepared, using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed as instructed in each form without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested.

#### **15. Alternative Tenders**

- 15.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

- 15.2 When alternatives to the Time Schedule 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 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to KPLC's requirements as described in the Tendering document must also provide: (i) a price at which they are prepared to offer a Plant meeting KPLC's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by KPLC, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by KPLC.

- 15.4 When Tenderers are invited in the TDS to submit alternative technical solutions for specified parts of the facilities, such parts will be identified in the TDS, as will the method for their evaluation, and described in Section VII, KPLC Requirements.

#### **16. Documents Establishing the Eligibility of the Plant and Installation Services**

- 16.1 To establish the eligibility of the Plant and Installation Services in accordance with ITT 5, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

#### **17. Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 17.1 To establish its eligibility and 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 in Section IV, Tendering Forms.

- 17.2 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by KPLC a supplier or group of suppliers 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 process or contract management.

- 17.3 The purpose of the information described in ITT 17.2 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



## 19. Tender Prices and Discounts

- 19.1 Unless otherwise specified in the TDS, Tenderers shall quote for the entire Plant and Installation Services on a "single responsibility" basis. The total Tender price shall include all the Contractor's obligations mentioned in or to be reasonably inferred from the Tendering document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Tendering document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as specified in the Tendering document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed to be covered by the prices for other items.
- 19.2 Tenderers are required to quote the price for the commercial, contractual and technical obligations outlined in the Tendering document.
- 19.3 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Tendering Forms.
- 19.4 Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Tendering Forms, from those numbered 1 to 4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total Tender price (s) to be entered in the Form of Tender. Tenderers shall note that the plant and equipment included in Schedule Nos. 1 and 2 below exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No.4, Installation Services. The Schedules comprise:

**Schedule No. 1:** Plant (including Mandatory Spare Parts) Supplied from Abroad

**Schedule No. 2:** Plant (including Mandatory Spare Parts) Supplied from within Kenya

**Schedule No. 3:** Design Services

**Schedule No. 4:** Installation Services

**Schedule No. 5:** Grand Summary (Schedule Nos. 1 to 4)

**Schedule No. 6:** Recommended Spare Parts

- 19.5 In the Schedules, Tenderers shall give the required details and a breakdown of their prices as follows:
- a) Plant to be supplied from abroad (Schedule No.1):  
The price of the Plant shall be quoted on CIP-named place of destination basis as specified in **the TDS**, including all taxes payable in Kenya. Procurement to advise regarding CIP
  - b) Plant manufactured within Kenya (Schedule No.2):
    - i) The price of the plant shall be quoted on an EXW Incoterm basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable);
    - ii) Sales tax and all other taxes payable in Kenya on the plant if the contract is awarded to the Tenderer; and
    - iii) The total price for the item.
  - c) Design Services (Schedule No.3);
  - d) Installation Services shall be quoted separately (Schedule No.4) and shall include rates or prices for local transportation to named place of final destination as specified in **the TDS**, insurance and other services incidental to delivery of the plant, all labor, contractor's



- a) In the case of **fixed price** contracts, the Contract price shall be the Tender price adjusted by the factor or factors specified in the TDS;
- b) In the case of **adjustable price** contracts, no adjustment shall be made; or
- c) in any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

## 22. Tender Security

- 22.1 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.
- 22.2 A Tender-Securing Declaration shall use the form included in Section IV Tendering Forms.
- 22.3 If a Tender Security is specified pursuant to ITT 22.1, the Tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:
  - a) cash;
  - b) a bank guarantee;
  - c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - d) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 22.4 If a Tender Security or a Tender-Securing Declaration is specified pursuant to ITT 22.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by KPLC as non-responsive.
- 22.5 If a Tender Security is specified pursuant to ITT 22.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT 47.
- 22.6 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.
- 22.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
  - a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
  - b) If the successful Tenderer fails to:
    - i) Sign the Contract in accordance with ITT 47; or
    - ii) Furnish a performance security in accordance with ITT 48.
- 22.8 Where the Tender-Securing Declaration is executed KPLC will recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 22.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or the Tender Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.

## 23. Format and Signing of Tender

- 23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "Original." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "Alternative". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.



**26. Late Tenders**

26.1 KPLC shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by KPLC after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

**27. Withdrawal, Substitution, and Modification of Tenders**

27.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 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 withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
- b) received by KPLC prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

27.2 Tenders requested to be withdrawn in accordance with ITT27.1 shall be returned unopened to the Tenderers.

27.3 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.

**28. Tender Opening**

28.1 Except as in the cases specified in ITT24 and ITT25.2, KPLC shall publicly open and read out in accordance with ITT28.5 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.

28.2 First, the written notice of withdrawal in the 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. 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.

28.3 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.

28.4 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.

28.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders, and indicating whether there is a modification; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as KPLC may consider appropriate.

28.6 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 Price Schedules are to be initialed by representatives of KPLC attending Tender opening in the manner specified in the TDS.

28.7 KPLC shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

28.8 KPLC shall prepare a record 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 if applicable, including any discounts;





Section VII, KPLC's Requirements have been met without any material deviation, reservation, or omission.

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

### **33. Nonmaterial Non-conformities**

33.1 Provided that a Tender is substantially responsive, KPLC may waive any nonconformity in the Tender.

33.2 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 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.

33.3 Provided that a Tender is substantially responsive, KPLC shall rectify quantifiable non material 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.

### **34. Correction of Arithmetical Errors**

34.1 Provided that the tender is substantially responsive, KPLC shall correct arithmetical errors on the following basis:

- i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of KPLC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

34.2 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. The method of determining the error as a major deviation shall be specified in the TDS.

34.3 Corrected tender prices shall not be used in the evaluation of tenders, comparison of tender prices.

34.4 KPLC shall calculate the difference between the corrected price and tender price and work out the percentage difference, which will be plus or minus tender price as the case may be; [i.e. (corrected tender price- tender price)/ tender price X100]. This percentage difference between corrected tender price and tender price may be used to determine if the error so detected is considered a major deviation that affects the substance of the tender.

34.5 On award of contract, all payment valuation certificates, variation orders on omissions and additions valued based on rates in the Bill of Quantities will be adjusted by such a percentage specified in ITT 34.4 to ensure contractor is not paid less or more relative to the contract price which would be the tender price.

### **35. Conversion to Single Currency**

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

### **36. Margin of Preference**

36.1 A margin of preference may be allowed on locally manufactured goods (plant and equipment) only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.



discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

### **38. Comparison of Tenders**

38.1 KPLC shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.4 to determine the Tender that has the lowest evaluated cost.

### **39. Abnormally Low Tenders and Abnormally High Tenders**

39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

39.2 In the event of identification of a potentially Abnormally Low Tender, KPLC shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.

39.3 After evaluation of the price analyses, in the event that KPLC determines that the Tenderer has failed to demonstrate its capability to deliver the contract for the offered tender price, KPLC shall reject the Tender.

39.4 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.

39.5 In case of an abnormally high tender 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 the 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 may be.

39.6 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.

### **40. Unbalanced or Front Loaded Tenders**

40.1 If the Tender that is evaluated as the lowest evaluated cost is, in KPLC's opinion, seriously unbalanced 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 Tendering document.

40.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, KPLC may:

- a) Accept the Tender; or
- b) If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding ten percent (10%) of the Contract Price; or
- c) Reject the Tender.

### **41. Eligibility and Qualification of the Tenderer**

41.1 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.



**46. Debriefing by KPLC**

- 46.1 On receipt of KPLC's Notification of Intention to Enter into a Contract referred to in ITT 44, 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 within five days of receipt of the request.
- 46.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

**47. Letter of Award**

- 47.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 45.2, 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.

**48. Signing of Contract**

- 48.1 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.
- 48.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to KPLC.
- 48.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period
- 48.4 Notwithstanding ITT 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to KPLC, to the country of KPLC, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Tenderer shall not be bound by its Tender provided that the Tenderer can demonstrate to the satisfaction of KPLC that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract.

**49. Performance Security**

- 49.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from KPLC, the successful Tenderer shall furnish the Performance Security in accordance with the General Conditions GCC 13.3, subject to ITT 38, 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.
- 49.2 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.

**50. Publication of Procurement Contract**

- 50.1 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;



## SECTION II - TENDER DATA SHEET

The following specific data for the Facilities 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.

*[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process.]*

*[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT.]*

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
ITT 1.1	<p>The reference number of the Invitation to Tender (ITT) is: Tender No. <b>KP1/1/3A/4/1/OT/005/23-24</b> Procuring entity is: <b>Kenya Power and Lighting Company PLC</b></p> <p>The name of the ITT is: <b>Design, Supply and Installation, Testing and Commissioning of a Grid-Tied Solar PV System for Training &amp; Research at IESR</b></p> <p>The number and identification of lots (contracts) comprising this ITT is: N/A</p>
ITT 2.1	<p>The name of the Project is: <b>Design, Supply and Installation, Testing and Commissioning of a Grid-Tied Solar PV System for Training &amp; Research at IESR</b></p> <p><b>Electronic – Procurement System</b> KPLC shall use the following electronic-procurement system to manage this tendering process: <b>SAP Tendering Portal on <a href="http://www.kplc.co.ke">www.kplc.co.ke</a> (NB: Bidders are required to be registered via this link to be able to participate in this tender)</b></p> <p>The electronic-procurement system shall be used to manage the following aspects of the tendering process: <b>(Issuing Tendering document, submission of Tenders, opening of Tenders)</b> Proof of receipt will be done via the bidder's <b>Submitted Response Number for RFX No.1000002267</b></p>
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be <b>THREE</b> .
ITT 4.2	Definition of relative shall be as provided for under <b>Section 59(2)(b)</b> of the Public Procurement and Asset Disposal Act, 2015
ITT 4.3 (c)	<p>Legal Representative shall refer to the person duly authorized through a Power of Attorney to sign documents on behalf of the tenderer. The written confirmation of authorization to sign on behalf of the tenderer shall consist of;</p> <p>(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)</p> <p>(b) Power of attorney where a person other than the director signing accompanied by a company resolution.</p>





**ITT 17**

1. Pursuant to ITT 17, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to execute, complete and maintain the Works in the contract if its Tender is accepted.
2. The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –
  - a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document.
  - b) that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide -
    - (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.
    - (iv.) 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 e.g. access to line(s) of credit and availability of other financial resources
  - c) that the Tenderer has the technical and/or production capability necessary to perform the contract.
  - d) that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications.
  - e) that the Tenderer has the technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes:
    - (i.) documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.
    - (ii.) employment records including contracts of employment for all key personnel
    - (v.) The Tenderer's undertaking that the key site management and technical personnel will be available for the contract
    - (vi.) List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works
  - f) that the Tenderer is duly classified and currently registered by NCA, EPRA, CAK, the National Treasury, the County Treasury or any other relevant authorized body as capable of performing the Works under the contract. The Tenderer will furnish KPLC with a copy of the registration certificate and copy of renewal receipt. KPLC reserves the right to subject the certificate and receipt to authentication.
  - g) information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount; and
  - h) detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.
  - i) tenderer's confirmation that at least forty percent (40%) of their supplies is sourced from citizen contractors, where applicable.



	<p>a) Where required in the Tender, all Tenderers must also provide a Warranty that warrants that any part of the Works that comprises any equipment, the equipment to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.</p> <p>b) The Warranty shall also warrant that the equipment in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the equipment under the conditions obtaining in Kenya.</p> <p>c) This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination indicated in the contract.</p>
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 19	<p><i>Tender rates and prices:</i></p> <ol style="list-style-type: none"> <li>1. The Tenderer shall indicate on the Price Schedule and/or Bill of Quantities, the unit rates and prices (where applicable) and total tender price of the Works it proposes to perform under the contract.</li> <li>2. The Tenderer shall fill in rates and prices for all items of the Works described in the Price Schedule and/or BQs. Items for which no rates or price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed covered by other rates and prices in the Price Schedule and/or BQs.</li> <li>3. Prices and rates indicated on the Price Schedule and/or BQs shall be inclusive of all costs for the Works including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC (where applicable) or other specified site(s). No other basis shall be accepted for evaluation, award or otherwise.</li> <li>4. Price Schedule and/or BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.</li> <li>5. For the avoidance of doubt, Tenderers shall quote on <i>Delivered Duty Paid (DDP)</i> basis. No other basis shall be accepted for evaluation, award or otherwise.</li> <li>6. Section 20 of the Insurance Act Cap 487 requires all imports to the country to be insured with a local insurance company. It is now mandatory for all marine cargo imports to adhere to this requirement.</li> <li>7. A price that is derived by a disclosed incorporation or usage of an internationally accepted standard formula shall be acceptable within the meaning of this paragraph.</li> </ol>
ITT 19.1	<p>Tenderers shall quote for the following components or services on a single responsibility basis: the entire Plant and Installation Services on a "single responsibility" basis. The total Tender price shall include all the Contractor's obligations mentioned in or to be reasonably inferred from the Tendering document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Tendering document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as specified in the Tendering document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed to be covered by the prices for other items.</p>
ITT 19.5	<p>The Incoterms edition is: <i>[Delivered Duty Paid "DDP" – This Tender is local (National Open Tender)</i></p>



	<p>non-responsive, pursuant to ITT 37.</p> <p>8. The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -</p> <p>a) the procurement proceedings are terminated</p> <p>b) KPLC determines that none of the submitted Tenders is responsive</p> <p>c) a contract for the procurement is entered into</p> <p>9. The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to ITT 48 and furnishing an authentic Performance Security, pursuant to ITT 49.</p> <p>10. The Tender Security shall be forfeited –</p> <p>a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid</p> <p>b) if the Tenderer fails to enter into a written contract in accordance with ITT 48</p> <p>c) if the successful Tenderer fails to furnish the performance security</p> <p>d) if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with ITT 21.</p> <p>11. In cases of a JV bid, without prejudice to the provisions relating to a JV, the Tender Security may be in the name of any or all parties to the JV and the above provisions on Tender Security shall apply.</p>
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 23.1	All tenders shall be submitted through the KPLC SAP online tendering portal in PDF format
ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: a) A company resolution in case of a Director/Partner signing (not applicable for sole proprietorship or where the company has got only one director, or where all Directors have signed) or; (b) <b>Power of Attorney</b> where a person other than the director / Partner/ Owner is signing.
<b>D. Submission and Opening of Tenders</b>	
ITT 25.1	All tenders shall be submitted through the KPLC SAP tendering portal The deadline for Tender submission is: Date: [Thursday 23 <sup>rd</sup> May, 2024] Time: [10:00 a.m.] Tenderers shall submit their Tenders electronically. The electronic Tendering submission procedures shall be: KPLC's tendering portal in PDF form.
ITT 27.1	Withdrawals, substitutions, and modifications to be done online through KPLC tendering portal
ITT 28.1	The Tender opening shall be done through the tendering portal and will take place at: Physical Address IESR RUARAKA IN THE LOWER CONFERENCE MEETING ROOM Date: [Thursday 23 <sup>rd</sup> May, 2024] Time: [10:00 a.m] The electronic Tender opening procedures shall be: <i>Electronically, by accessing the KPLC Tendering Portal under Training School</i>



ITT 52.1

The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto: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 email or fax), to:

For the attention: *[Public Procurement Administrative Review Board]*

Title/position: *[The General Manager Supply Chain & Logistics]*

Procuring Entity: **[The Kenya Power and Lighting Co. PLC]**

Email address: [JKNgeno@kplc.co.ke](mailto:JKNgeno@kplc.co.ke), [VSimiyu@kplc.co.ke](mailto:VSimiyu@kplc.co.ke)

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Tendering Documents; and
2. KPLC’s decision to award the contract.





12.	Certificate of Confirmation of Directors and Shareholding (CR.12) for Incorporated companies or Registration Certificate for a business name for a sole proprietor or a partnership.
13.	Checking submission of duly filled Financial Situation and Historical Financial Performance Form ( <b>Form 3.1</b> ). Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document accompanied by valid Auditors / Audit Firm ICPAK practicing license. <i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i>
14.	<i>Submission of duly filled <b>Historical Contract Default in performance and/or unresolved cases form (Form CON-2)</b>. Record of unethical practices or unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its conduct or performance obligations for more than two (2) months in any contract where the failure to resolve is not attributable to KPLC.</i>
15.	Power of Attorney for Tenderer's authorized representative if the signatory is not a director.
16.	<i>Pre-tender Site visit and pre-tender conference form ,signed and stamped form by authorized staff of interest.</i>
17.	<i>Submission and considering the Implementation Plan</i>
18.	<i>Submission and considering of guaranteed technical particulars duly completed and signed</i>

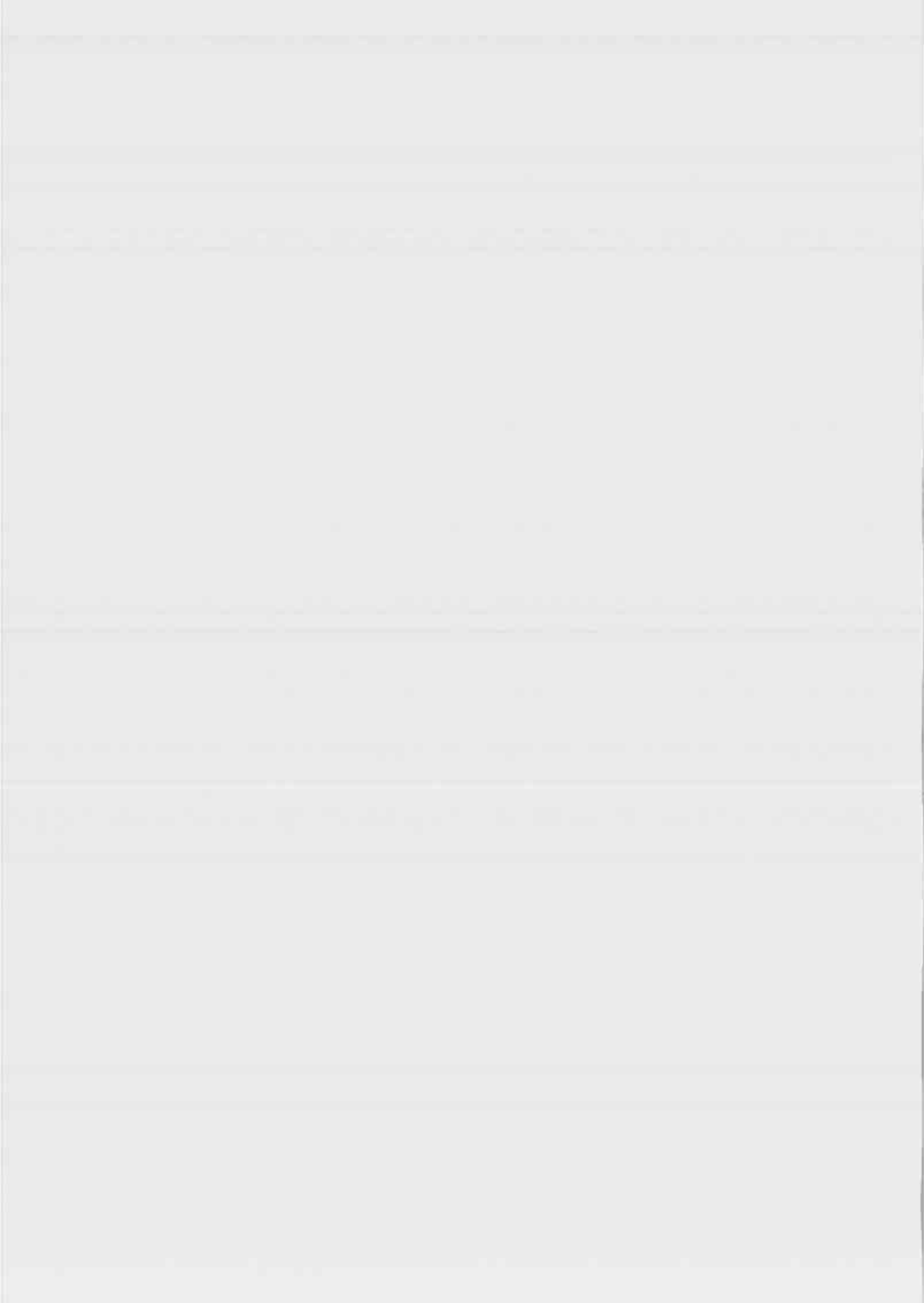
Tenderers will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under clause 7.

#### Technical Evaluation

In addition to the criteria listed in ITT 37.2 the following factors shall apply:

**Part II - Technical Evaluation under clause 37.2 of the ITT. It will include the following stages: - Part II (a) – These are mandatory requirements**

S/No	Item Description	Responsiveness
1	<i>For goods manufactured outside Kenya, applicable relevant valid ISO 9001 certification</i>	
2.	<i>For goods manufactured in Kenya - valid KEBS Mark of Quality Certificate or KEBS Standardization Mark Certificate.</i>	
3.	<i>Manufacturer's Authorization for major system</i>	



## II (b) Detailed Technical Evaluation

The Schedule of Mandatory Guaranteed Technical Particulars (GTP) shall be evaluated against Tender Specifications to confirm compliance of the goods and services to the specifications and evaluation of any deviations and exceptions declared by the Tenderer. Tenderers will proceed to Additional Technical Requirements (Scoring Criteria) Stage, only if they qualify in compliance with the Mandatory Guaranteed Technical Particulars (GTP).

### Part II(c) Additional Technical Requirements (Scoring Criteria) Bidder to insert comments indicating Reference for supporting documents- Project Implementation Capability

NO	<i>EVALUATION CRITERIA</i>	<i>Maximum Marks</i>
6.3.3	<p><b>Previous experience:</b></p> <p>Details of at least two (2) similar works undertaken in the last 5 years, and evidenced by completion certificates or letters of reference (indicating site locations and valid client contacts i.e. Mobile phone numbers and emails) clearly indicating similar work undertaken from clients for the respective projects.: -</p> <ul style="list-style-type: none"> <li>• <b>Each completion certificate or reference letter will be awarded 10 marks.</b></li> <li>• Maximum attainable marks shall be 40 marks (corresponding to completion certificates or reference letters for four (4) similar works).</li> </ul> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. No marks shall be awarded for Purchase orders or Contracts award without proof of completion of Works.</li> <li>2. Bidders to attach dully-filled Form EXP 4.1 &amp; 4.2 (b) Clients contact details <b>MUST</b> be provided this shall include valid email address, physical location and telephone contacts.</li> </ol>	40
6.3.4	<p><b>Qualified Key personnel as required under clause 3.20.2 (e) of the ITT with minimum 2 years' experience: -</b></p> <p>(Provide detailed recent CVs, attach copies of certificates. Valid email and telephone contacts must be provided). This shall include the staff member with the valid solar PV Technician (T3) license.</p> <p><b>Electrical Engineer/Project Manager</b> Detailed Curriculum Vitae clearly indicating similar work experience for at least 1 staff member (CV without attached copies of academic &amp; professional certificates will not be considered) – Maximum 25 marks</p> <ul style="list-style-type: none"> <li>• BSc/BTech Electrical &amp; Electronics Engineering Degree, &gt; 4</li> </ul>	25



7.3.2 *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including declared maximum value of business.*



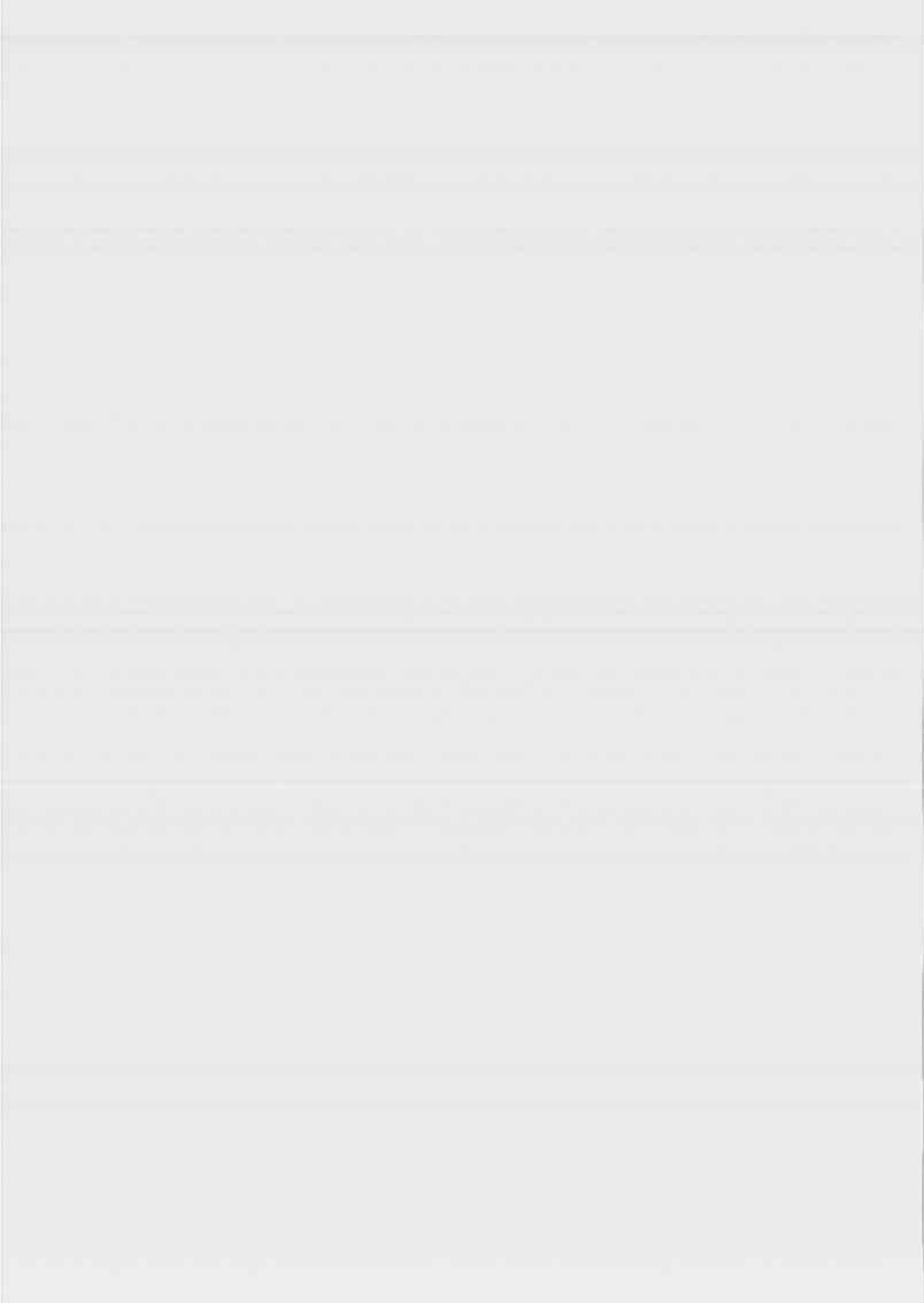
### 3. Alternative Tenders (ITT 13.1)

*An alternative if permitted under ITT 13.1, will be evaluated as follows:*

KPLC shall consider Tenders offered for alternatives as specified in Part 2- KPLC's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by KPLC.

### 4. Post qualification and Contract award (ITT 41), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of prequalification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings \_\_\_\_\_
  - ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last \_\_\_\_\_ *[insert of year]* years.
  - iii) At least \_\_\_\_\_ *(insert number)* of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings equivalent.
  - iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_
  - v) Contractor's key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* \_\_\_\_\_
  - iv) Other conditions depending on their seriousness.
    - a) **History of non-performing contracts:**  
Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last \_\_\_\_\_ *(specify years)*. The required information shall be furnished in the appropriate form.
    - b) **Pending Litigation**  
Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.
    - c) **Litigation History**  
There shall be no consistent history of court/ arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ *(specify years)*. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.



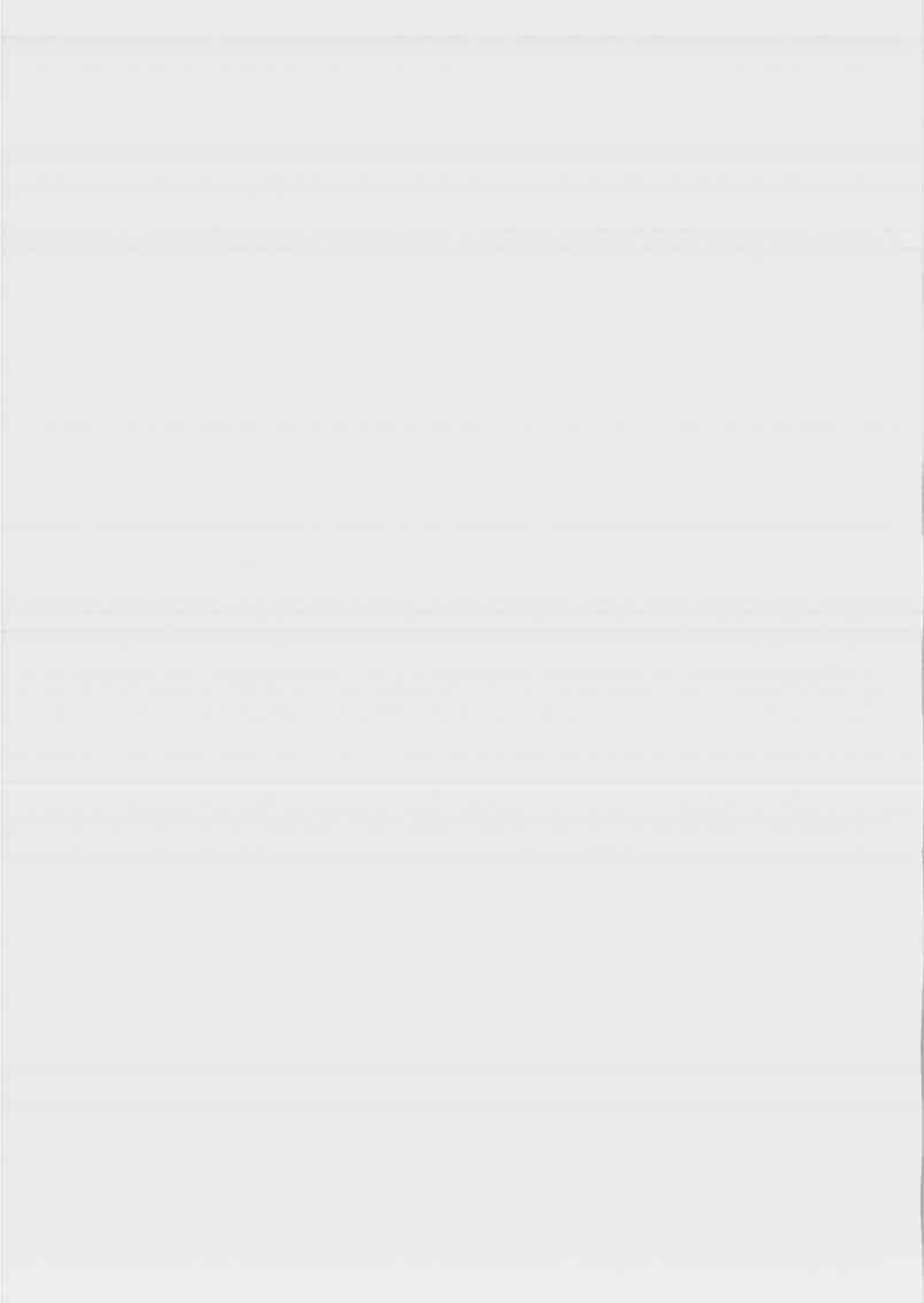


Factor		2. Historical Contract Non-Performance				Documentation Required
Sub-Factor	Criteria	Tenderer				
		Requirement	Joint Venture (existing or intended)			
			Single Entity	All members combined	Each member	At least one member
2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last ( ) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the Tenderer have been exhausted.	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement <sup>2</sup>	N / A	Form CON - 2
2.2 Suspension	Not under suspension based on execution of a Tender Securing Declaration or Proposal Securing Declaration pursuant to ITT 4.7 and ITT 20.9	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form of Tender
2.2 Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N / A	Must meet requirement	N / A	Form CON - 2
2.3 Litigation History	No consistent history of court/arbitral award decisions against the Tenderer <sup>3</sup> since 1 <sup>st</sup> January [insert year]	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON - 2

<sup>1</sup> Nonperformance, as decided by the Procuring Entity, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Procuring Entity's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Tenderer as JV member.

<sup>3</sup> The Tenderer shall provide accurate information on the related Tender Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Tenderer or any member of a joint venture may result in failure of the Tender.



Factor	4 Experience Criteria				Documentation Required
	Sub-Factor	Requirement	Tenderer		
Single Entity			Joint Venture (existing or intended)	At least one member	Documentation Required
4.1 General Experience	Experience in [insert appropriate sector] under contracts in the role of contractor, subcontractor, or management contractor for at least the last [insert number of years] years starting 1 <sup>st</sup> January [insert year].	Must meet requirement	N / A	Must meet requirement	Form EXP-4.1
4.2(a) Specific Experience	(a) Participation as contractor, joint venture member <sup>4</sup> , management contractor, or subcontractor, in at least _____ ( ) years, contracts within the last _____ ( ) years, each with a value of at least _____ ( ), that have been successfully and substantially completed and that are similar to the proposed Plant and Installation Services. The similarity of the contracts shall be based on the following: [Based on Section VII. Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics. Indicate, if any, of this key requirement may also be met through a specialized subcontractor.	Must meet requirement	Must meet requirements <sup>6</sup>	N / A	Must meet the following requirements for the key activities listed below [list key activities and the corresponding minimum requirements to be met by one member otherwise state: "N/A"]
4.2(b) Specific Experience	(b) For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum experience in the following key activities: .... Indicate, if any, of this key requirement may also be met through a specialized subcontractor.	Must meet requirements	Must meet requirements <sup>7</sup>	N / A	Must meet the following requirements for key activities listed below [if applicable, out of the key activities in the first column of this 4.2 b), list key activities (volume, number or rate of production as applicable) and the corresponding minimum requirements that have to be met by one member, otherwise this cell should state: "N/A".]

**Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.1, 3.2, 4.2(a) and 4.2(b)]**

<sup>4</sup> For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer's share, by value, shall be considered to meet this requirement.  
<sup>5</sup> Substantial completion shall be based on 80% or more plant and installation completed under the contract.  
<sup>6</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.  
<sup>7</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.



## SECTION IV - TENDERING FORMS

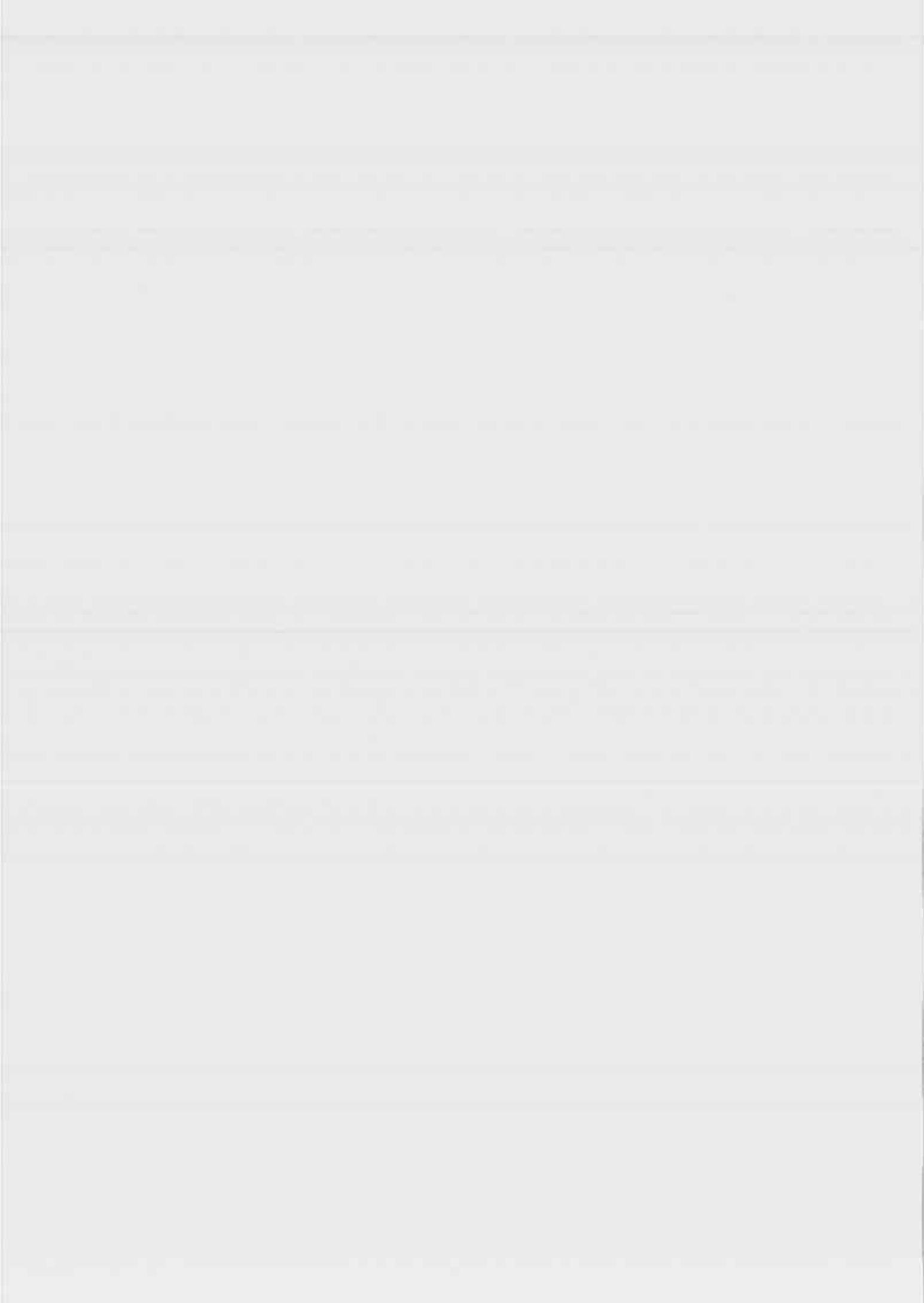
### FORM OF TENDER

**To:**

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

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

- ITT No.: [insert number of ITT process] Alternative No.: [insert identification No if this is a Tender for an alternative]
  - To: [insert complete name of KPLC]
- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with ITT 8;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- 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 ITT 4.7;
- d) **Conformity:** We offer to provide design, supply and installation services in conformity with the Tendering document of the following: \_\_\_\_\_  
[insert a brief description of the Plant, Design, Supply and Installation 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];
- g) **Tender Validity Period:** Our Tender shall be valid for the period of 180 days 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;
- h) **Performance Security:** If our Tender is accepted; we commit to obtain a Performance Security in accordance with the Tendering document;
- i) **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) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;
- j) **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 to, and not controlled by any entity or individual that is subject to, a temporary suspension. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;



## 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 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. 8. Email
6	Current Trade License Registration Number and Expiring date	
7	Bank Details	
8	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

#### General and Specific Details

##### b) Sole Proprietor, provide the following details.

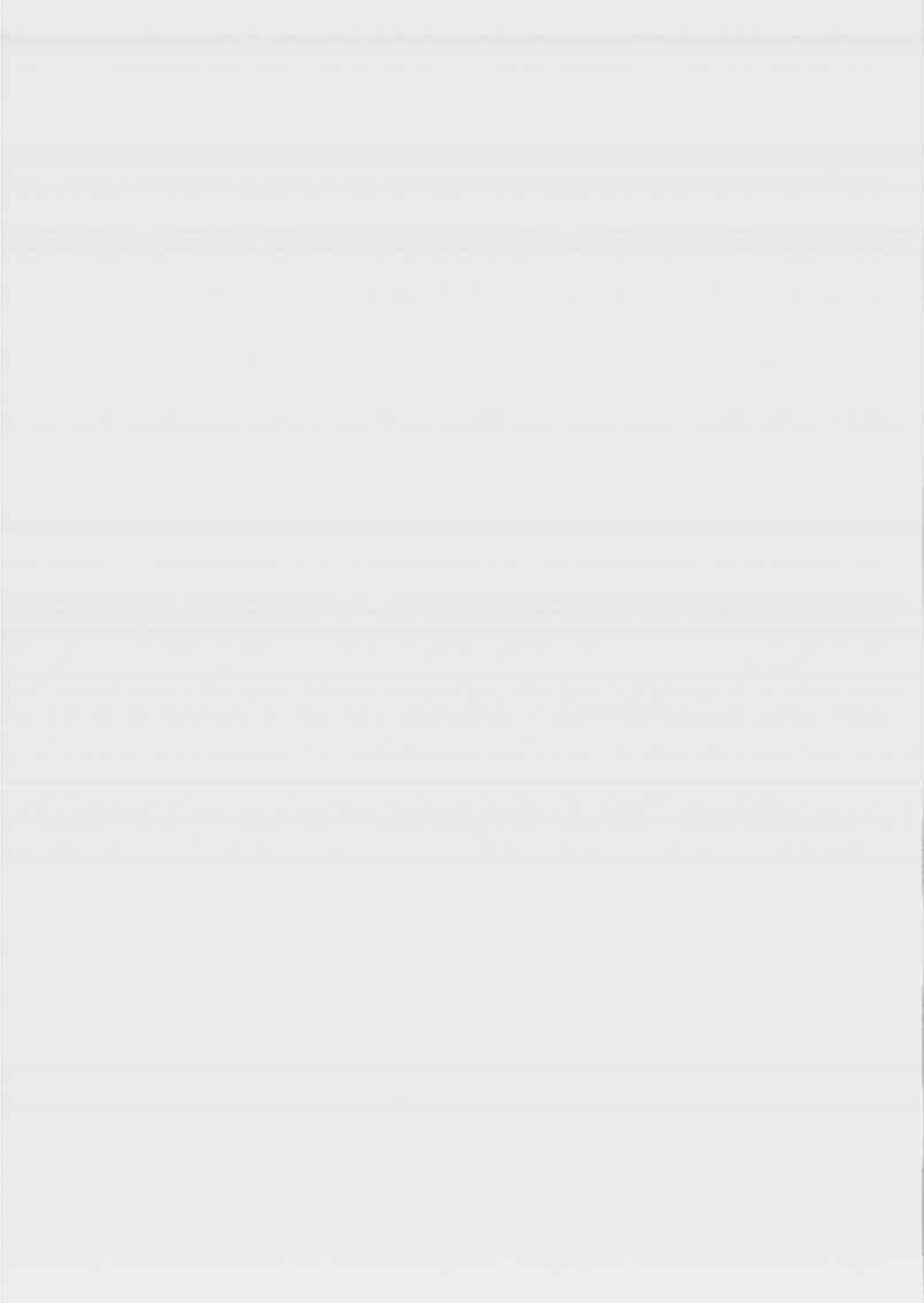
Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

##### c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				





	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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.		

**f) Certification**

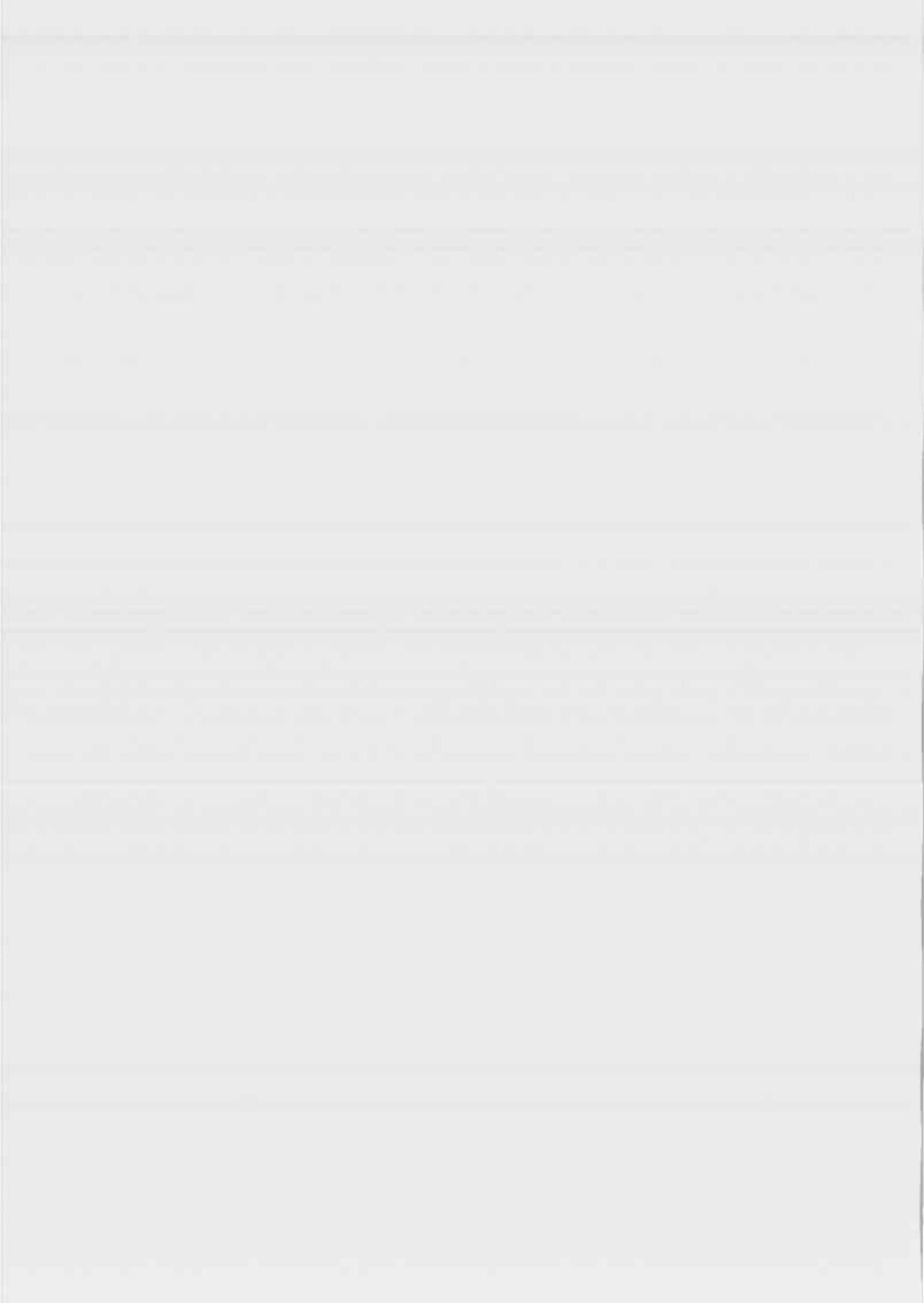
On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**SELF DECLARATION FORMS**

**FORM SD1 (NOT APPLICABLE)**

**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 here in above is true to the best of my knowledge, information and belief.

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

Bidder's Official Stamp



**Notes to Tenderers:**

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

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**PRICE SCHEDULE 1: SOLAR PV SYSTEM & AUXILLIARIES**

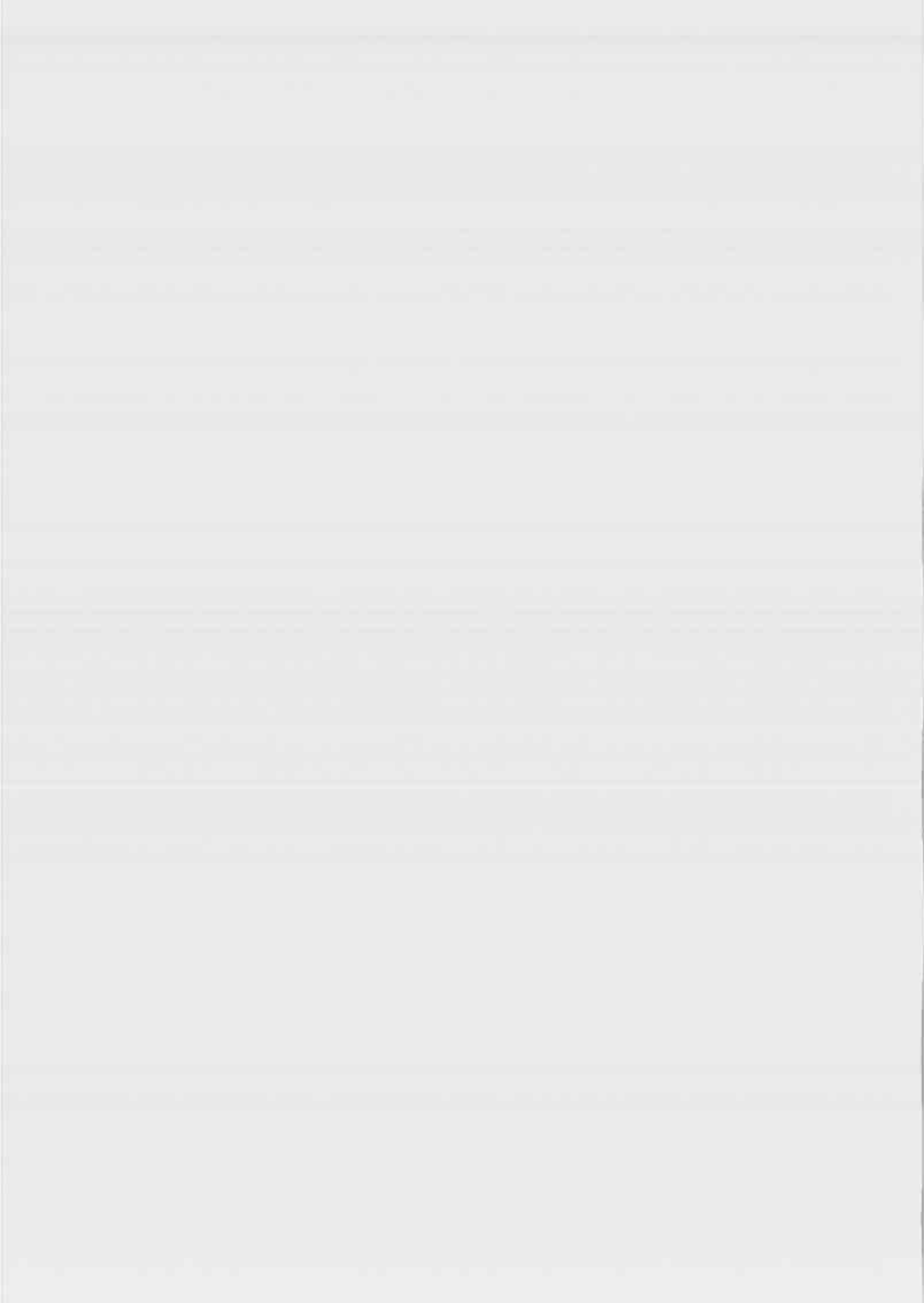
<b>S/N</b>	<b>Particulars</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Excluding VAT) (Ksh)</b>	<b>Amount (Excluding VAT) (Ksh)</b>
<b>A1</b>	Crystalline solar PV modules @ 545W	Pcs	20		
<b>A2</b>	Hybrid inverter charger and its accessories.	Lot	1		
<b>A3</b>	Grid-tie inverter and its accessories	Lot	1		
<b>A4</b>	48V, 5.12kWh Lithium Ion Phosphate storage battery packs and its accessories including the mounting racks.	pcs	3		
<b>A5</b>	AC breakers/Fuses	Lot	1		
<b>A6</b>	DC Breakers/ Disconnect switches	Lot	1		
<b>A7</b>	Cable Channels	Lot	1		
<b>A8</b>	AC Cables (According to the site requirements and contractor designs)	Lot	1		
<b>A9</b>	DC Cables (According to the site requirements and contractor designs)	Lot			
<b>A10</b>	PV Mounting Support Structures for 20 no. Solar panels of required specification (according to the site requirements and supervisor Engineer instructions) anchored to the 40 ft container roof.	Lot	1		
<b>A11</b>	Low voltage panel (AC Distribution Board – ACDB) with all its accessories (i.e. breakers, changeover/selector switches, contactors, provision for three 3-phase bi-directional meters...etc.) needed for complete connection of the PV system components , loads and 50kVA grid integration transformer.	Lot	1		
	<b>SUB TOTAL 1</b>				
	<b>Add 16% VAT</b>				
	<b>TOTAL AMOUNT (VAT INCLUSIVE)</b>				





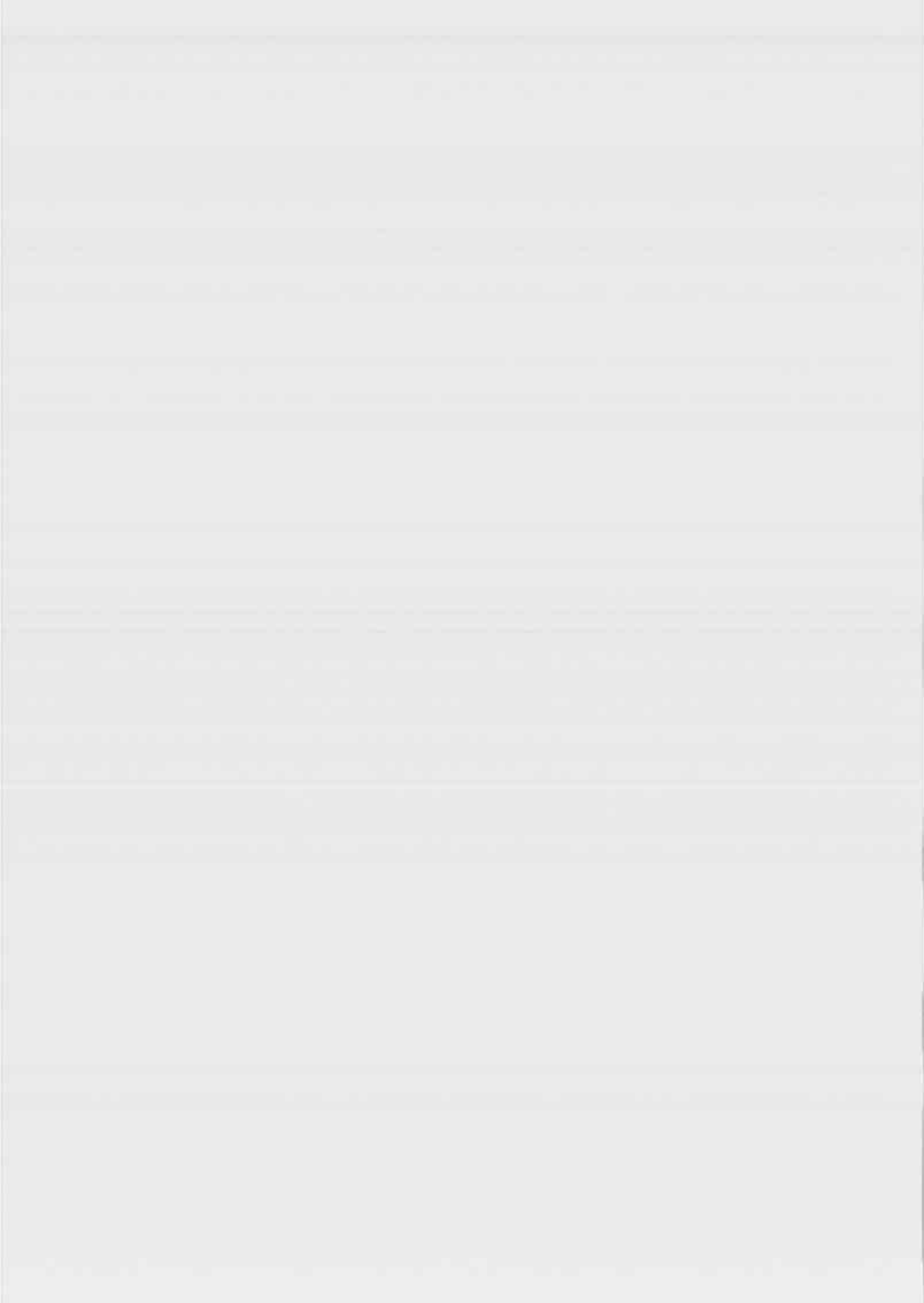
**SUMMARY OF PRICE SCHEDULE SUB-TOTALS**

<b>No.</b>	<b>Description</b>	<b>Amount –Excluding VAT (Ksh)</b>
1	<b>Solar PV System &amp; Auxiliaries</b>	
2	<b>Services</b>	
	<b>Sum of Sub-Totals (Excluding VAT)</b>	
	<b>Add 16% VAT (Clearly indicate any component that is not subject to VAT if any).</b>	
	<b>GRAND TOTAL</b>	

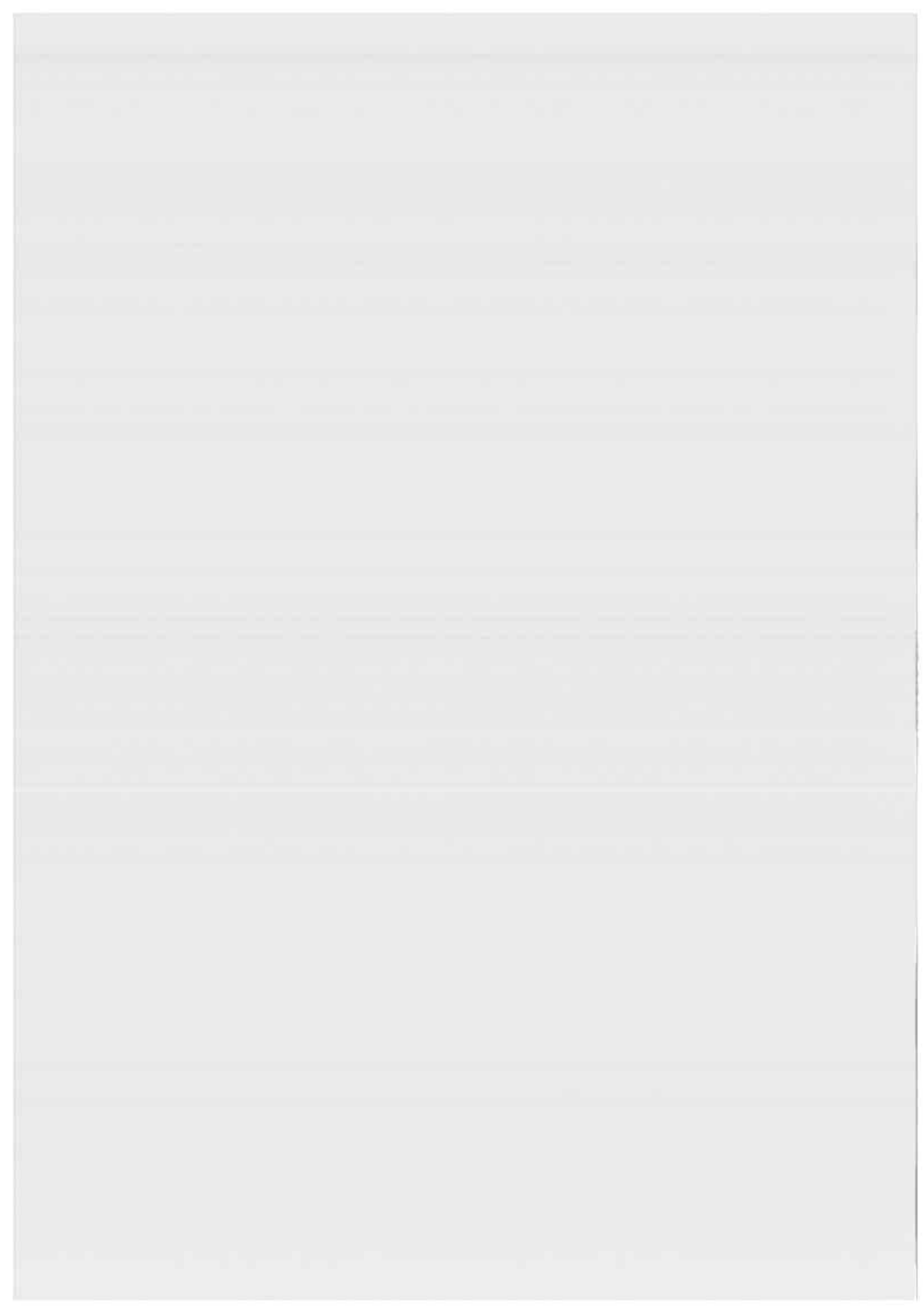


## **TECHNICAL PROPOSAL**

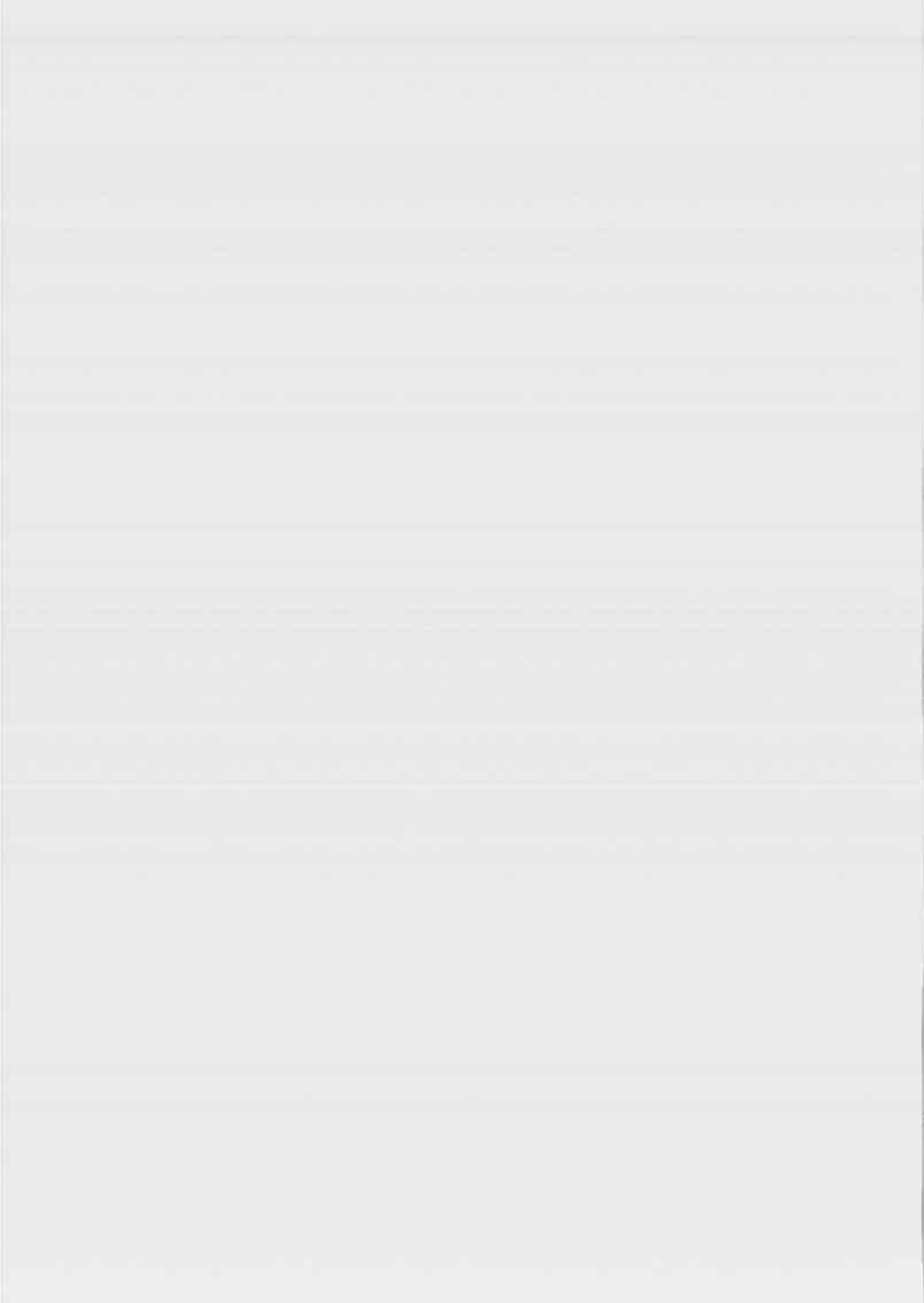
- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Plant
- Contractor's Equipment
- Personnel
- Proposed Subcontractors for Major Items of Plant and Installation Services
- Others



## METHOD STATEMENT



## CONSTRUCTION SCHEDULE





**Personnel**

**Form PER -1- Proposed Personnel**

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

1.	<b>Title of position*</b>
	<b>Name</b>
2.	<b>Title of position*</b>
	<b>Name</b>
3.	<b>Title of position*</b>
	<b>Name</b>
4.	<b>Title of position*</b>
	<b>Name</b>

\*As listed in Section III.

**Form PER-2**

**Resume of Proposed Personnel**

**Name of Tenderer** \_\_\_\_\_

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of KPLC</b>	
	<b>Address of KPLC</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present KPLC</b>



**Tenderers Qualification without prequalification**

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 here under.



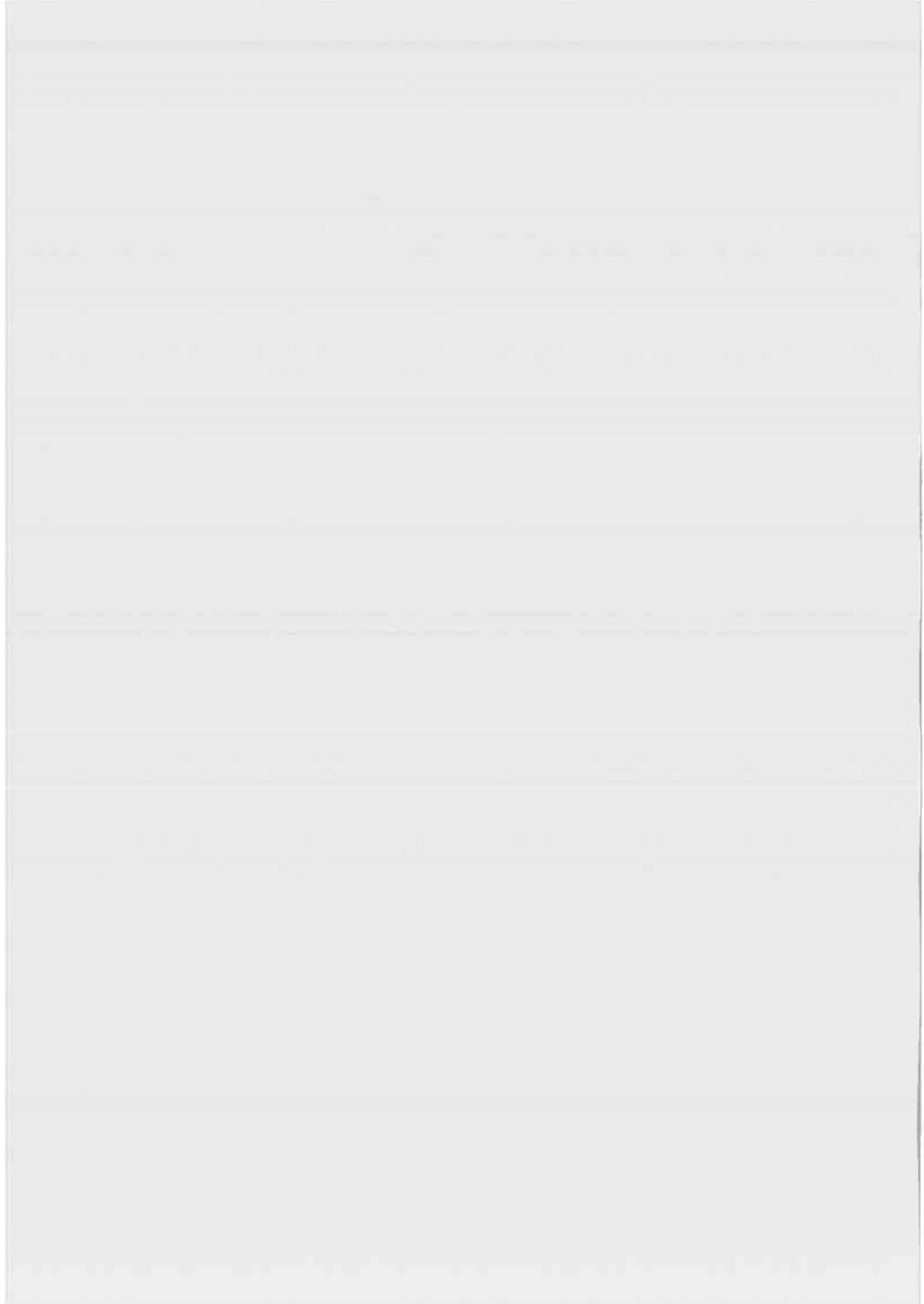
**Form ELI 1.2**

**Party to JV Information Sheet**

Date: \_\_\_\_\_

ITT No.: \_\_\_\_\_

1. Tenderer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT 4.1 and ITT 4.4. In case of state-owned enterprise or institution from Kenya, documents establishing legal and financial autonomy and compliance with the principles of commercial law and is not under the supervision of KPLC, in accordance with ITT 4.6.



Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), K Shilling Equivalent (exchange rate)
2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of KPLC: <i>[insert full name]</i> Address of KPLC: <i>[insert City/street/building/floor number/room number/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "KPLC" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>





**Form FIN – 3.1**

**Financial Situation**

**Historical Financial Performance**

Tenderer’s Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_

ITT No.: \_\_\_\_\_

To be completed by the Tenderer and, if JV, by each member

Financial information in KShilling equivalent	Historic information for previous _____ ( ) years ( Shilling equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ... Optional	Year n Optional	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
<b>Information from Income Statement</b>							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- a) Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.
- b) Historic financial statements must be audited by a certified accountant.
- c) Historic financial statements must be complete, including all notes to the financial statements.
- d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

THE UNIVERSITY OF CHICAGO

PHILOSOPHY DEPARTMENT

PHILOSOPHY 101

LECTURE NOTES

BY [Name]

DATE

CHAPTER 1

INTRODUCTION

PHILOSOPHY

**Form EXP 4.1**

**General Experience**

Tenderer's Legal Name: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_

ITT No.: \_\_\_\_\_

Date: \_\_\_\_\_

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Tenderer
_____	_____	_____	Contract name: Brief Description of the Works performed by the Tenderer: Name of Client: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Tenderer: Name of Client: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Tenderer: Name of Client: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Tenderer: Name of Client: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Tenderer: Name of Client: Address:	_____
_____	_____	_____	Contract name: Brief Description of the Works performed by the Tenderer: Name of Client: Address:	_____

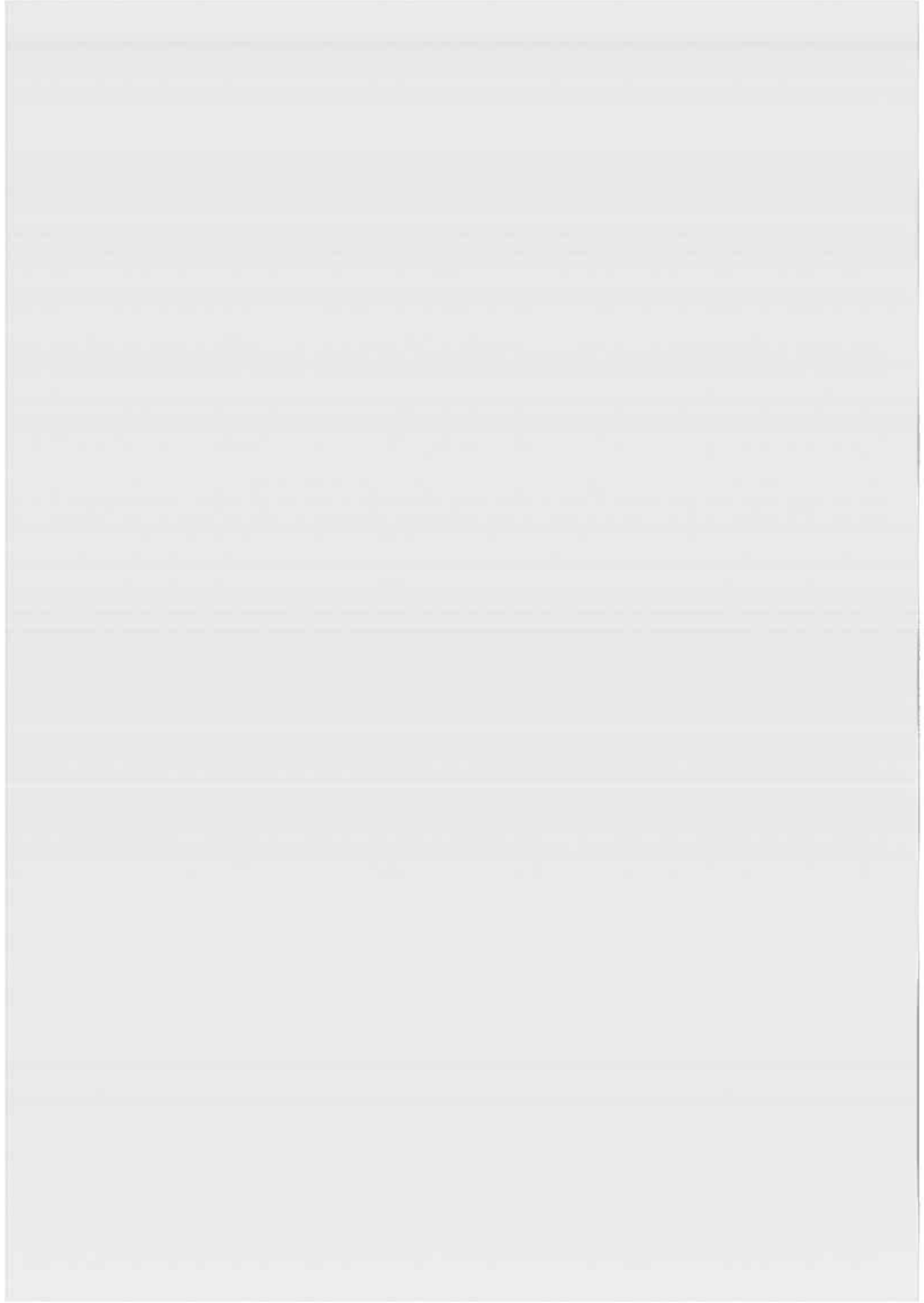
\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

**Form EXP -4.2(a)**

**Specific Experience**

Tenderer's Legal Name: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_



**FORM OF TENDER SECURITY-[Option 1-Demand 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:** \_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in 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 there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*



**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

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

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

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

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

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





**MANUFACTURER'S AUTHORIZATION FORM**

**(To Be Submitted On Manufacturer's Letterhead)**

**To:**

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

Date: \_\_\_\_\_

ITT No.: \_\_\_\_\_

To: \_\_\_\_\_

**WHEREAS**

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

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

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Duly authorized to sign this Authorization on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



## **PART A: SCOPE OF SUPPLY OF PLANT AND INSTALLATION SERVICES BY THE CONTRACTOR.**

### **Introduction**

The Institute of Energy Studies & Research (hereafter “IESR”) is mandated with research and development as well as technical capacity building in power & energy. In order to effectively support research on distributed generation and enhance the quality of training in solar PV systems design, operation and maintenance, IESR seeks to develop a grid-connected solar PV system.

### **Project Location.**

The project is located at the IESR Premises along Utalii Lane, Off Thika Road.

The map extract for the site is presented in Figure 1.



Figure 1: Google map extract of the project location

### **Project Site Technical Features.**

The renewable energy training site/proposed project site features an existing concentrated solar power (CSP) water heating system, solar water pumping, and system controls, along with two 1 kW solar PV systems with dual-axis trackers. Additionally, there is a 40-foot container onto which components for the proposed project will be installed. Adjacent to the container, approximately 30 meters away, there is a 50 kVA transformer installed. Figures 2 and 3 show the current status of the project site.



**Scope:** “Supply, Installation, Testing, and Commissioning of a grid-tie solar PV system with Lithium battery storage. The contractor shall design, supply, and install all equipment, including a hybrid inverter, grid-tie inverter, lithium batteries, solar modules, mounting racks for solar modules to be installed on the container roof, Low voltage AC panel, corresponding balance of system, and all other accessories necessary for the complete operation of the grid-tie PV system. The system shall serve as a power source supplying power to light loads (within the 40ft container through a consumer unit), including lights, sockets, etc., and also inject excess generation to the grid via bi-directional energy meters through an existing 50kVA pole-mounted transformer located roughly 30 meters (exact distance for the design will be established during the bidder's site visit) from the 40ft container. The equipment supplied shall be according to the below item descriptions/specifications. All the materials provided below will be of approved quality and warranty. The system will also have a monitoring system displaying its performance, which should be accessible through a variety of platforms, including mobile phones”.

The table below covers the general technical and associated requirements for the supply, delivery, installation, testing and commissioning of the grid interactive Power System.

<b>S/N</b>	<b>Particulars</b>	<b>Total Qty</b>	<b>Installation</b>
<b>A1</b>	Supply of 545W monocrystalline solar PV modules	20 pcs	Mounted on solar PV mounting frames at the top a 40ft container available at the site
<b>A2</b>	Supply of 10 kW, 3-phase hybrid inverter charger and its accessories.	1 pcs	Mounted on the container wall available at site
<b>A3</b>	Supply of 10 kW, 3-phase grid-tie inverter and its accessories	1 pcs	Mounted on the container wall available at site
<b>A4</b>	Supply of 48V, 5.12 kWh Lithium Ion Phosphate storage battery packs and its accessories including the mounting racks.	3 pcs	Mounted in battery room inside existing container
<b>A5</b>	Supply of Solar AC breakers/Fuses and protection	1 set	As per the design requirement
<b>A6</b>	Supply of DC Breakers/ Fuses	1 set	As per the design requirement
<b>A7</b>	Supply of Cable Channels	1 set	Mounted on container wall and applicable places as per the contractor design
<b>A8</b>	Supply of assorted AC Cables	1 set	As per the design requirement
<b>A9</b>	Supply of assorted DC Cables	1 set	As per the design requirement
<b>A10</b>	Supply of PV Mounting Support Structures for 20 no. Solar panels of required specification (according to the site requirements and supervisor Engineer instructions) anchored to the 40 ft container roof.	1 set	Mounted on roof of 40ft container available at the site
<b>A11</b>	Supply of complete low voltage panel with all its accessories (i.e. breakers, changeover switches, contactors, provision for three 3-phase bi-directional meters...etc.) needed for complete connection of the PV system components , loads and 50kVA grid integration transformer.	1 set	Mounted inside a 40ft container available at the site



### Schematic of Solar PV system for Training at IESR

A schematic of the concept is presented in figure 4.

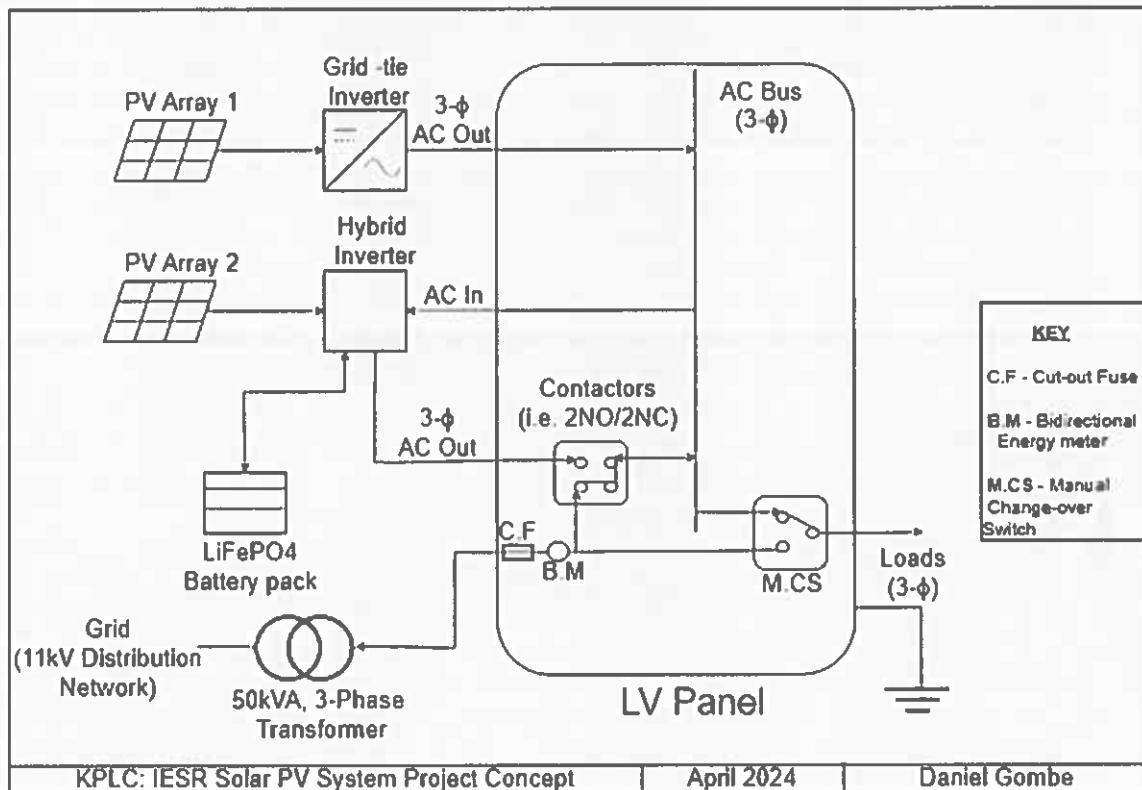


Figure 4: Schematic of IESR Solar PV System for Renewable Energy training.

### Part B – Delivery Schedule

No	Description	Place of Delivery	Qty	No of months to deliver and install on site after commencement
1	Grid Interactive Solar Pv System	IESR Premises	1	Within eight (3) months from commencement

### Part C

**Note:** The contract period will be for one year.





	The tenderer shall provide manuals and data sheets for the equipment supplied including Inverters, batteries, charge controllers, change-over switches, contactors and breakers.
<b>1.6</b>	<b>Technical specifications</b>

<b>S/N</b>	<b>Particulars</b>	<b>Specification</b>
<b>1.6.1</b>	Crystalline solar PV modules	<ul style="list-style-type: none"> <li>• Module manufacturer class – Tier 1</li> <li>• Rated maximum power (<math>P_{max}</math>) <math>\geq</math> 545W (at STC)</li> <li>• Module type: Monocrystalline</li> <li>• <math>V_{oc} \geq</math> 49V</li> <li>• <math>I_{sc} \geq</math> 13A</li> <li>• Module efficiency <math>\geq</math> 21%</li> </ul>
<b>1.6.2</b>	Hybrid inverter charger and its accessories.	<ul style="list-style-type: none"> <li>• Power rating – 10kW</li> <li>• 3 phase AC output</li> <li>• 48V VDC battery</li> <li>• Compatible with Lithium batteries</li> <li>• MPPT Tracker</li> <li>• The inverter chargers shall have bidirectional AC power flow capabilities to facilitate charge and discharge of the batteries as appropriate.</li> <li>• Minimum Ingress Protection (IP) rating of IP54</li> <li>• Compliant to the Kenyan grid code requirements</li> </ul>
<b>1.6.3</b>	Grid-tie inverter and its accessories	<ul style="list-style-type: none"> <li>• Rated power -10kW</li> <li>• 3 phase AC output</li> <li>• No. of MPP Trackers 2.</li> <li>• Minimum Ingress Protection (IP) rating of IP54</li> <li>• Compliant to the Kenyan grid code requirements</li> </ul>
<b>1.6.4</b>	Lithium Ion Phosphate storage battery packs and its accessories including the mounting racks.	<ul style="list-style-type: none"> <li>• Rating - 5.12KWh Lithium 51.2V 100Ah</li> <li>• Battery Type - LiFePO4 Lithium Iron Phosphate Rechargeable Battery</li> <li>• Built-in BMS</li> <li>• Long life (<math>\geq</math> 6,000 cycles at <math>\geq</math> 80% DoD)</li> <li>• Capability for series/ or parallel connections</li> </ul>
<b>1.6.5</b>	AC breakers/Fuses and protection	<ul style="list-style-type: none"> <li>• AC breakers/disconnect switches of suitable ratings (based on the design and applicable standards) shall be provided for protection and connection/disconnection of system components connected on the AC side of the system.</li> </ul>
<b>1.6.6</b>	DC Breakers/ Disconnect switches	<ul style="list-style-type: none"> <li>• DC breakers/disconnect switches of suitable ratings shall be provided for protection and connection/disconnection of array &amp; other systems components connected on the DC side of the system.</li> <li>• Circuit Breakers/Isolators on DC side shall be of appropriate ratings (current and voltage) as per the system design.</li> </ul>



		of the cables.
<b>1.6.10</b>	PV Mounting Support Structures for 20 no. Solar panels of required specification (according to the site requirements and supervisor Engineer instructions) anchored to the 40 ft container roof.	<ul style="list-style-type: none"> <li>• The structure shall be fixed corrosion resistant hot dip galvanized metallic as per ISO 1461:2009 or equivalent approved metallic/alloy structures of adequate strength and appropriate design where PV modules are mounted.</li> <li>• It shall support 20 Solar PV modules on top of a 40ft container roof at a given orientation, absorb and transfer the mechanical loads to the roof.</li> <li>• The array mounting structure shall be designed to enable optimum solar power generation by the modules.</li> </ul>
<b>1.6.11</b>	Low voltage panel (AC Distribution Board –ACDB) with all its accessories (i.e. breakers, changeover/selector switches, contactors, provision for three 3-phase bi-directional meters...etc.) needed for complete connection of the PV system components , loads and 50kVA grid integration transformer.	<p>The AC power output of the inverter(s) shall be directly fed to the low voltage panel/ACDB. The terminals will be connected to bus-bar arrangement of proper sizes.</p> <ul style="list-style-type: none"> <li>• LV (415V), ACDB will be floor mounted type (standing on supports raised at least 1 foot from floor level) and provision for bottom entry/exit of cables.</li> <li>• Cable entry points shall be fitted with cable glands of appropriate sizes.</li> <li>• The lv panel / ACDB shall be fitted with suitable rating &amp; size copper bus, MCCB, HRC fuses/circuit breaker/isolator, indicators for all incomer and outgoing terminals, Energy meters, suitable selector switches to control the power flow.</li> </ul>



**FORM OF OPERATIONAL ACCEPTANCE CERTIFICATE**

**(To Be Submitted On KPLC's Letterhead)**

**To:**

.....  
.....  
.....  
.....

Date: \_\_\_\_\_

ITT No: \_\_\_\_\_

To: \_\_\_\_\_

Dear Ladies and/or Gentlemen,

Pursuant to GCC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and KPLC dated \_\_\_\_\_, relating to the \_\_\_\_\_, we hereby notify you that the Functional Guarantees of the following part (s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part there of: \_\_\_\_\_
2. Date of Operational Acceptance: \_\_\_\_\_

This Form does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Title (Project Manager)

# THE EFFECTS OF A VISUAL ANALOG SCALE ON THE MEASUREMENT OF PAIN

DAVID M. COOPER,<sup>1</sup> JAMES W. HANCOCK,<sup>2</sup> AND JAMES M. HANCOCK<sup>3</sup>

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<sup>2</sup>Department of Psychology, University of North Carolina at Greensboro, Greensboro, North Carolina

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Received 12/15/96; revised 1/15/98; accepted 2/15/98

**ABSTRACT:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Keywords:** pain, visual analog scale, measurement, behavior analysis

**Introduction:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Method:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Results:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Conclusions:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**References:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Author's Note:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Correspondence:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Copyright:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Disclaimer:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Statement of Interest:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Conflict of Interest:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Declaration of Interest:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Statement of Interest:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

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**Declaration of Interest:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**Statement of Interest:** The present study examined the effects of a visual analog scale (VAS) on the measurement of pain.

**ANNEX 1. REQUEST FOR CHANGE PROPOSAL**

*(KPLC's Form head)*

To: \_\_\_\_\_ Date: \_\_\_\_\_

Attention: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within \_\_\_\_\_ days of the date of this Form \_\_\_\_\_.

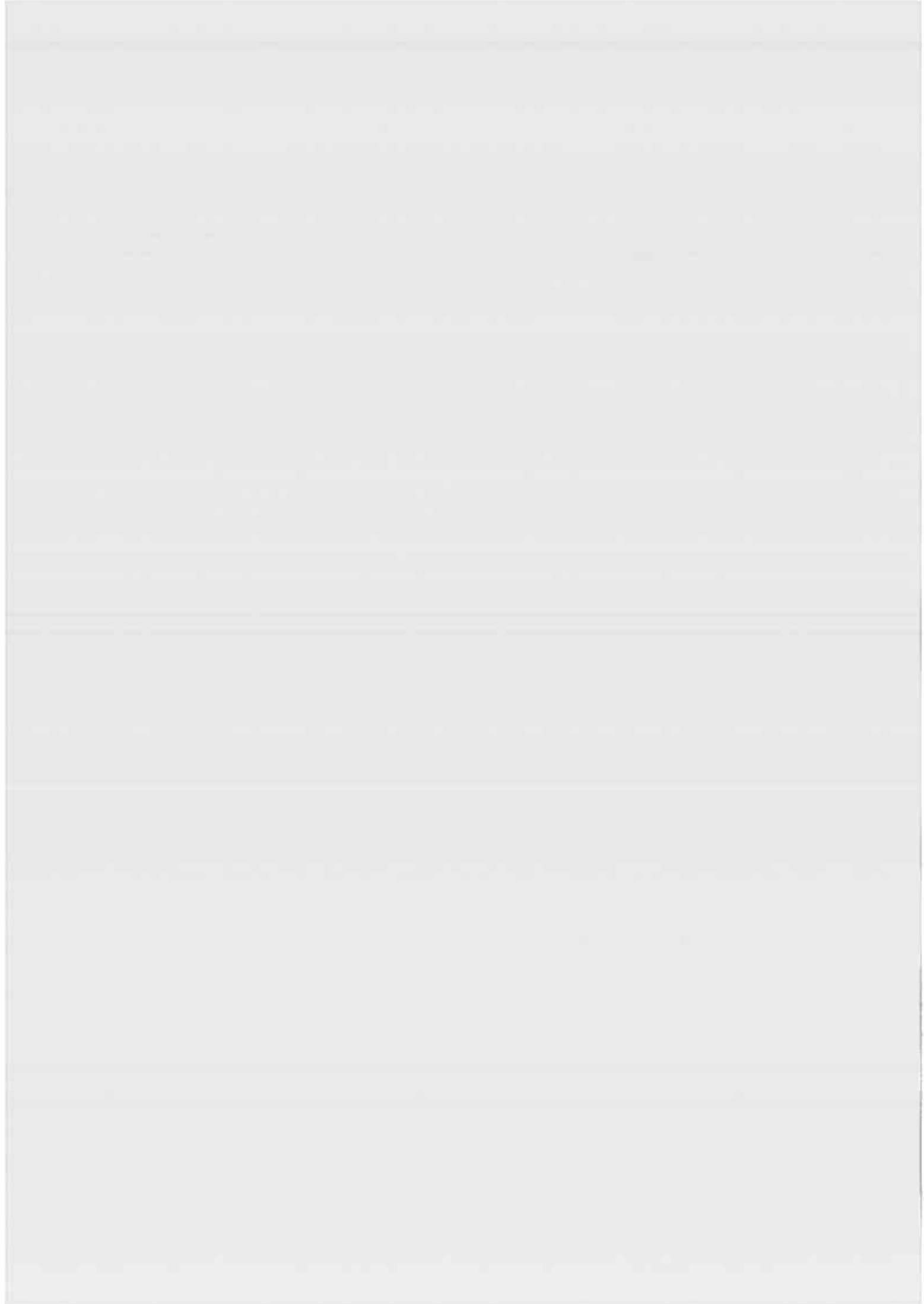
1. Title of Change: \_\_\_\_\_
2. Change Request No. \_\_\_\_\_
3. Originator of Change: \_\_\_\_\_
4. KPLC: \_\_\_\_\_
5. Contractor (by Application for Change Proposal No. \_\_\_\_\_):
6. Brief Description of Change: \_\_\_\_\_
7. Facilities and/or Item No. of equipment related to the requested Change:
8. Reference drawings and/ or technical documents for the request of  
Change: Drawing No./ Document No. Description
9. Detailed conditions or special requirements on the requested Change: \_\_\_\_\_
10. General Terms and Conditions:
  - a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
  - b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.
  - c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contractor the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.
  - d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
  - e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

(KPLC's Name) .....

(Signature).....

(Name of signatory) .....

(Title of signatory) .....





**ANNEX 3. ACCEPTANCE OF ESTIMATE**

*(KPLC's Form head)*

To: \_\_\_\_\_ Date: \_\_\_\_\_

Attention: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: \_\_\_\_\_
2. Change Request No./ Rev.: \_\_\_\_\_
3. Estimate for Change Proposal No./ Rev.: \_\_\_\_\_
4. Acceptance of Estimate No./ Rev.: \_\_\_\_\_
5. Brief Description of Change: \_\_\_\_\_
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GCC Clause 39 of the General Conditions.

*(KPLC's Name)* \_\_\_\_\_

*(Signature)* \_\_\_\_\_

*(Name and Title of signatory)* \_\_\_\_\_



(Sum of items (a) to (j))

Cost to prepare Estimate for Change

Proposal (Amount payable if Change is not accepted)

9. Additional time for Completion required due to Change Proposal
10. Effect on the Functional Guarantees
11. Effect on the other terms and conditions of the Contract
12. Validity of this Proposal: within [Number] days after receipt of this Proposal by KPLC
13. Other terms and conditions of this Change Proposal:
  - a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within \_\_\_\_\_ days from your receipt of this Proposal.
  - b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.
  - c) Contractor's cost for preparation of this Change Proposal:<sup>2</sup>

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Title of signatory)

Specify where necessary.



**ANNEX 6. PENDING AGREEMENT CHANGE ORDER**

*(KPLC's Form head)*

To: \_\_\_\_\_ Date: \_\_\_\_\_

Attention: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: \_\_\_\_\_
2. KPLC's Request for Change Proposal No./Rev.: \_\_\_\_\_ dated: \_\_\_\_\_
3. Contractor's Change Proposal No./Rev.: \_\_\_\_\_ dated: \_\_\_\_\_
4. Brief Description of Change: \_\_\_\_\_
5. Facilities and/or Item No. of equipment related to the requested Change: \_\_\_\_\_
6. Reference Drawings and/or technical documents for the requested Change:  
Drawing/Document No. Description
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

*(KPLC's Name)* \_\_\_\_\_

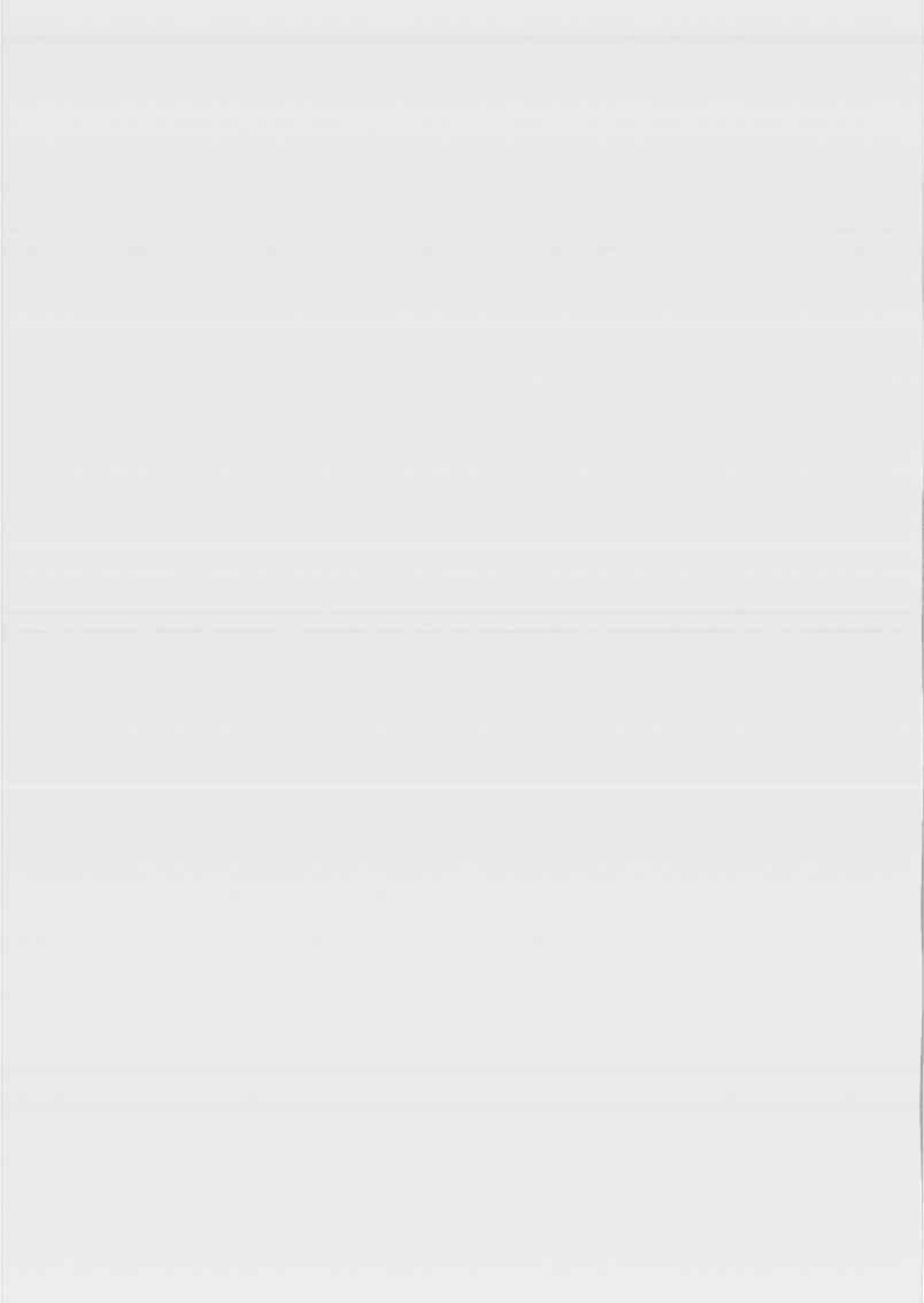
*(Signature)* \_\_\_\_\_

*(Name of signatory)* \_\_\_\_\_

\_\_\_\_\_  
*(Title of signatory)*



**DRAWINGS**





## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**



**“Installation Services”** means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc...as the case may require.

**“Contractor's Equipment”** means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Facilities.

**“Country of Origin”** means the countries and territories eligible as elaborated in the SCC.

**“Site”** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

**“Effective Date”** means the date of fulfillment of all conditions stated in Article 3 (Effective Date) of the Contract Agreement, from which the Time for Completion shall be counted.

**“Time for Completion”** means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GCC Clause 8 and in accordance with the relevant provisions of the Contract.

**“Completion”** means that the Facilities (or a specific part thereof where specific parts are specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition, that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed, and that the Facilities or specific part thereof are ready for Commissioning as provided in GCC Clause 24 (Completion) hereof.

**“Pre-commissioning”** means the testing, checking and other requirements specified in KPLC's Requirements that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC Clause 24 (Completion) hereof.

**“Commissioning”** means operation of the Facilities or any part thereof by the Contractor following Completion, which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

**“Guarantee Test(s)”** means the test(s) specified in KPLC's Requirements to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, in accordance with the provisions of GCC Sub-Clause 25.2 (Guarantee Test) hereof.

**“Operational Acceptance”** means the acceptance by KPLC of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GCC Clause 25 (Commissioning and Operational Acceptance) hereof.

**“Defect Liability Period”** means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 27 (Defect Liability) hereof.

**“Notice of Dissatisfaction”** means the notice given by either Party to the other under Sub-Clause 46.2 indicating its dissatisfaction and intention to commence arbitration.

## **2. Contract Documents**

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900

1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921

1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942

1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963

1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984

1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000

### **3.8 Country of Origin**

“Origin” means the place where the plant and component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

## **4 Communications**

4.3 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- a In writing and delivered against receipt; and
- b delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Agreement.

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 Project Manager, a copy shall be sent to the Project Manager or the other Party, as the case may be.

## **5 Law and Language**

5.3 The Contract shall be governed by in accordance with laws of Kenya

5.4 The ruling language of the Contract shall be English Language.

5.5 The language for communications shall be the English language.

## **6 Fraud and Corruption**

6.1 KPLC requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 as set forth in Section ...IV... “*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.

6.2 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the PPRA to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the PPRA.

## **B. Subject Matter of Contract**

### **7 Scope of Facilities**

7.1 Unless otherwise expressly limited in KPLC's Requirements, the Contractor's obligations cover the provision of all Plant and the performance of all Installation Services required for the design, and the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant, and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, KPLC's Requirements. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GCC Sub-Clause 7.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by KPLC, asset for thin the Appendix to the Contract Agreement titled Scope of Works and Supply by KPLC.

7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

UNIVERSITY OF CHICAGO LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILLINOIS 60637

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## **10 KPLC's Responsibilities**

- 10.1 All information and/or data to be supplied by KPLC as described in the Appendix to the Contract Agreement titled Scope of Works and Supply by KPLC, shall be deemed to be accurate, except when KPLC expressly states otherwise.
- 10.2 KPLC shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by KPLC. KPLC shall give full possession of an accord all rights of access there to on or before the date (s) specified in that Appendix.
- 10.3 KPLC shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service under takings in the country where the Site is located which such authorities or under takings require KPLC to obtain in KPLC's name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and KPLC of their respective obligations under the Contract, and (c) are specified in the Appendix (Scope of Works and Supply by KPLC).
- 10.4 If requested by the Contractor, KPLC shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service under takings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.
- 10.5 Unless otherwise specified in the Contract or agreed upon by KPLC and the Contractor, KPLC shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix to the Contract Agreement titled Scope of Works and Supply by KPLC, at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 18.2 hereof and in the manner thereupon specified or as otherwise agreed upon by KPLC and the Contractor.
- 10.6 KPLC shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.9, and shall be responsible for facilitating the Guarantee Test (s) for the Facilities, in accordance with GCC Sub-Clause 25.2.
- 10.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of KPLC, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 25.2.
- 10.8 In the event that KPLC shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Contractor in consequence thereof shall be determined by the Project Manager and added to the Contract Price.

## **C. Payment**

### **11 Contract Price**

- 11.1 Contract as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

### **12 Terms of Payment**

- 12.1 The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.
- 12.2 No payment made by KPLC herein shall be deemed to constitute acceptance by KPLC of the Facilities or any part (s) thereof.
- 12.3 In the event that KPLC fails to make any payment by its respective due date or within the period set for thin the Contract, KPLC shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.





Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause36 hereof.

**D. Intellectual Property**

**15 License/Use of Technical Information**

- 15.1 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to KPLC under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses there under, and shall also grant to KPLC a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to KPLC under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to KPLC.
- 15.2 The copy right in all drawings, documents and other materials containing data and information furnished to KPLC by the Contractor here in shall remain vested in the Contractor or, if they are furnished to KPLC directly or through the Contractor by any third Party, including suppliers of materials, the copy right in such materials shall remain vested in such third Party.

**16 Confidential Information**

- 16.1 KPLC and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor (s) such documents, data and other information it receives from KPLC to the extent required for the Subcontractor (s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor (s) an under taking of confidentiality similar to that imposed on the Contractor under this GCC Clause16.
- 16.2 KPLC shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from KPLC for any purpose other than the design, procurement of Plant, construction or such other work and services as are required for the performance of the Contract.
- 16.3 The obligation of a Party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which
- a Now or here after enters the public domain through no fault of that Party
  - b can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto
  - c otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.
- 16.4 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 16.5 The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract.



from the Facilities.

17.2.9 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 17.2.8, the Contractor shall, where required, promptly appoint a replacement.

## **18 Work Program**

### **18.1 Contractor's Organization**

The Contractor shall supply to KPLC and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities within twenty-one (21) days of the Effective Date. The chart shall include the identities of the key personnel and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform KPLC and the Project Manager in writing of any revision or alteration of such an organization chart.

### **18.2 Program of Performance**

Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to the Project Manager a detailed program of performance of the Contract, made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that KPLC shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in the Appendix to the Contract Agreement titled Time Schedule, and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion specified in the SCC pursuant to Sub-Clause 8.2 and any extension granted in accordance with GCC Clause 40, and shall submit all such revisions to the Project Manager.

### **18.3 Progress Report**

The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.2 above, and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

### **18.4 Progress of Performance**

If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 18.2, or it becomes apparent that it will fall behind, the Contractor shall, at the request of KPLC or the project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 8.2, any extension thereof entitled under GCC Sub-Clause 40.1, or any extended period as may otherwise be agreed upon between KPLC and the Contractor.

### **18.5 Procedures**

The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of KPLC's Requirements.

The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

## **19 Subcontracting**

19.1 The Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, specifies major items of supply or services and a list of approved Subcontractors against each item, including manufacturers. In so far as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to KPLC for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by KPLC for any of the Subcontractors shall not relieve the Contractor



- 20.3.6 If any dispute or difference occurs between KPLC and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification (s) there to that cannot be settled between the Parties within a reasonable period, then such dispute or difference may be referred to a Dispute Board for determination in accordance with GCC Sub-Clause 46.1 hereof. If such dispute or difference is referred to a Dispute Board, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Dispute Board upholds the Contractor's view on the dispute and if KPLC has not given notice under GCC Sub-Clause 46.3 hereof, then the Contractor shall be reimbursed by KPLC for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Dispute Board shall decide, and the Time for Completion shall be extended accordingly.
- 20.3.7 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- 20.3.8 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Sub-Clause 20.3.
- If the Project Manager requests any change in any already approved document and/or in any document based there on, the provisions of GCC Clause 39 shall apply to such request.

## **21 Procurement**

### **21.1 Plant**

Subject to GCC Sub-Clause 14.2, the Contractor shall procure and transport all Plant in an expeditious and orderly manner to the Site.

### **21.2 KPLC-Supplied Plant**

If the Appendix to the Contract Agreement titled Scope of Works and Supply by KPLC, provides that KPLC shall furnish any specific items to the Contractor, the following provisions shall apply:

- 21.2.1 KPLC shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC Sub-Clause 18.2, unless otherwise mutually agreed.
- 21.2.2 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. KPLC shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of KPLC, remedy such shortage, defect or default at KPLC's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC Sub-Clause 21.2.2 shall apply to any item supplied to remedy any such shortage or defect or to substitute for any defective item, or shall apply to defective items that have been repaired.
- 21.2.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve KPLC of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC Clause 27 or under any other provision of Contract.

### **21.3 Transportation**

- 21.3.1 The Contractor shall at its own risk and expense transport all the materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.
- 21.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor's Equipment.
- 21.3.3 Upon dispatch of each shipment of materials and the Contractor's Equipment, the Contractor shall notify KPLC by telex, cable, facsimile or electronic means, of the description of the materials and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the Kenya, if applicable, and at the Site. The Contractor shall furnish KPLC with relevant shipping documents to be agreed upon between the Parties.



### **22.2.3 Labor Laws**

The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

### **22.2.4 Rates of Wages and Conditions of Labor**

The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entities whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

### **22.2.5 Working Hours**

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the SCC, unless:

- a Otherwise stated in the Contract,
- b The Project Manager gives consent, or
- c The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.

If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent.

This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.

### **22.2.6 Facilities for Staff and Labor**

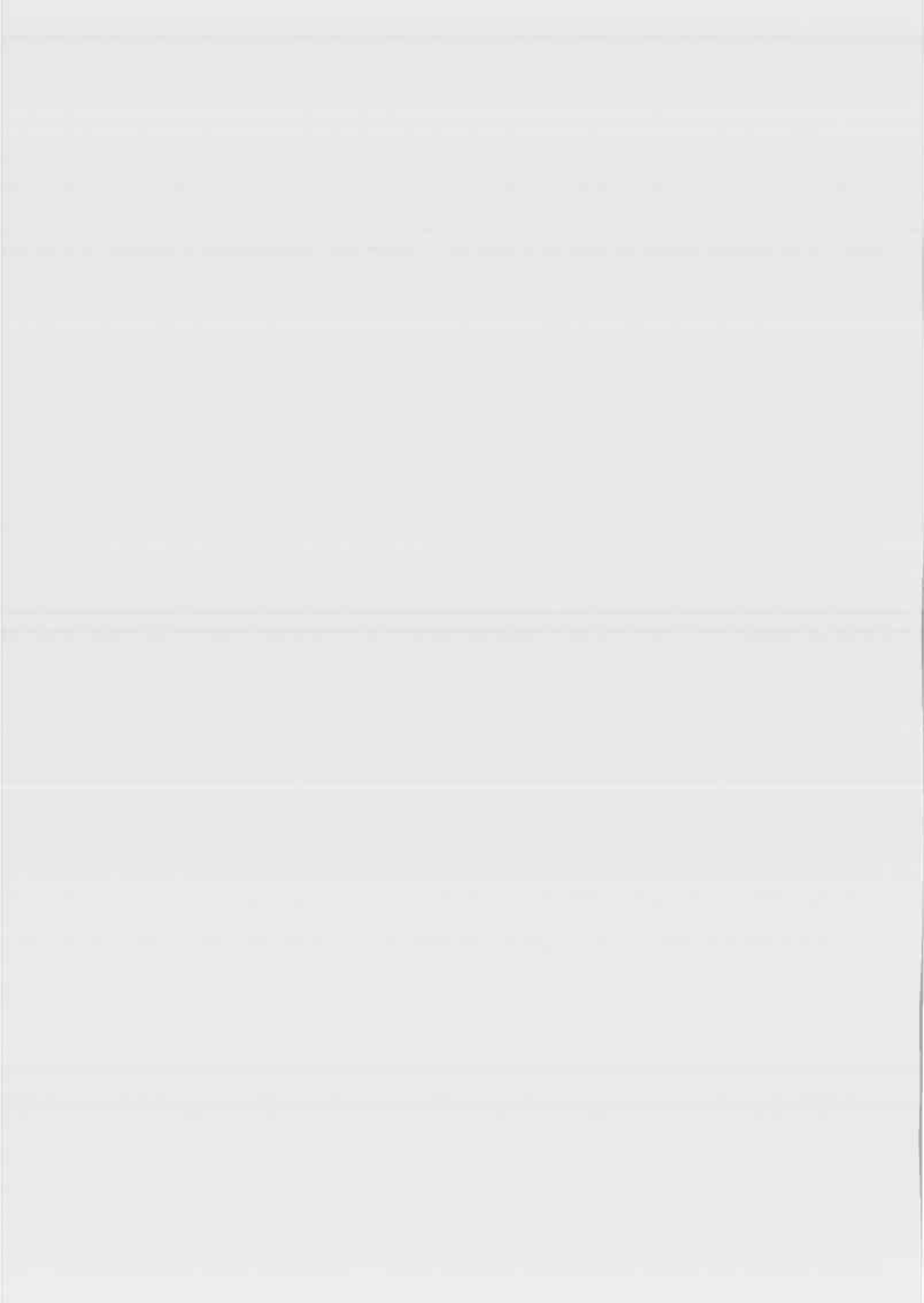
Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for KPLC's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

### **22.2.7 Health and Safety**

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and KPLC's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.





consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

#### **22.2.16 Prohibition of Harmful Child Labor**

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

#### **22.3 Contractor's Equipment**

**22.3.1** All Contractor's Equipment brought by the Contractor on to the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

**22.3.2** Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor on to the Site and any surplus materials remaining there on.

**22.3.3** KPLC will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

#### **22.4 Site Regulations and Safety**

KPLC and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply there with. The Contractor shall prepare and submit to KPLC, with a copy to the Project Manager, proposed Site regulations for KPLC's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

#### **22.5 Opportunities for Other Contractors**

**22.5.1** The Contractor shall, upon written request from KPLC or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by KPLC on or near the Site.

**22.5.2** If the Contractor, upon written request from KPLC or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, KPLC shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

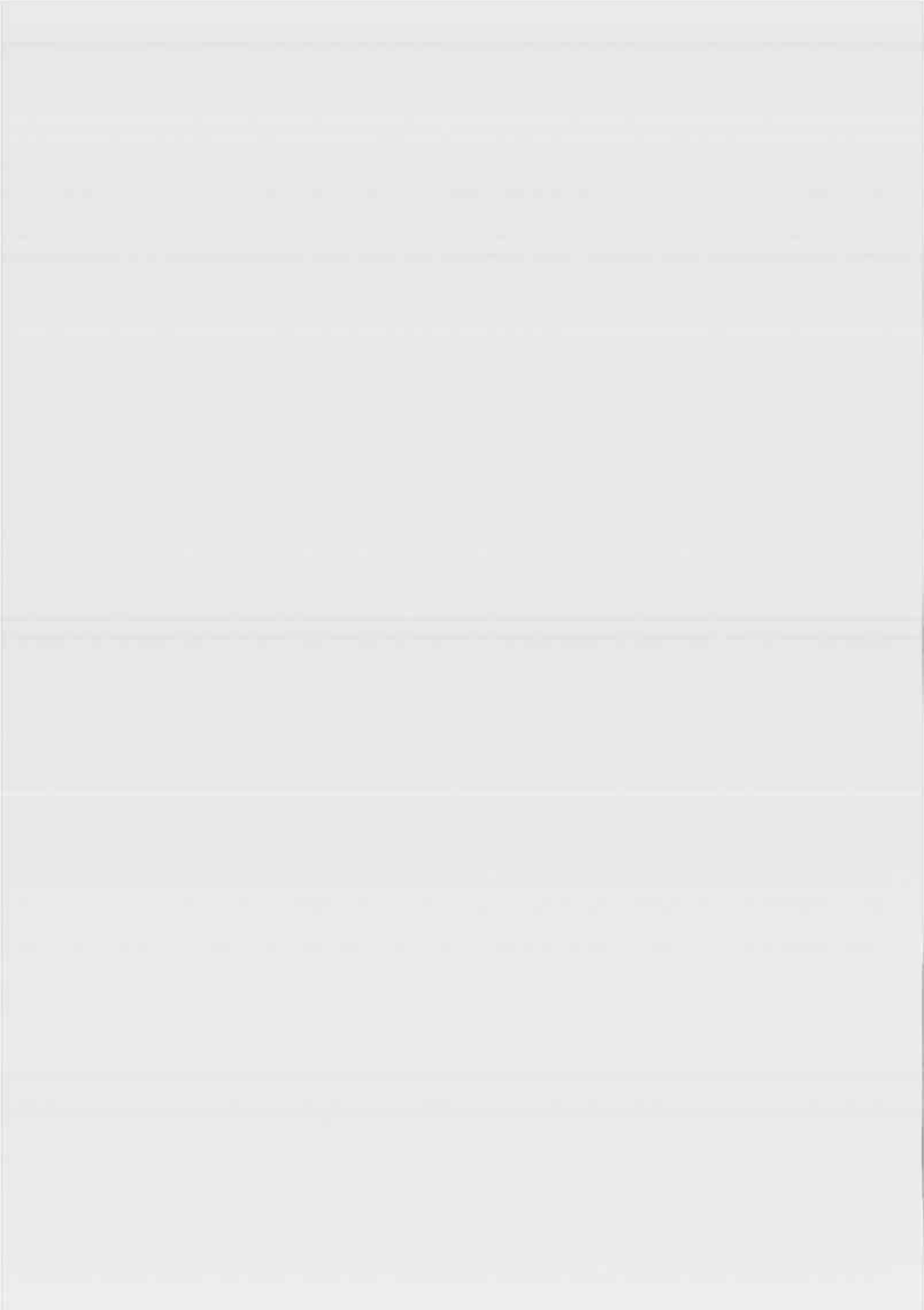
**22.5.3** The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of KPLC in regard to their work.

**22.5.4** The Contractor shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

#### **22.6 Emergency Work**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, KPLC may cause such work to be done as KPLC may determine is necessary in order to prevent damage to the Facilities. In such event KPLC shall,



nor the attendance by KPLC or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 23.4, shall release the Contractor from any other responsibilities under the Contract.

- 23.10 No part of the Facilities or foundations shall be covered upon the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice there of shall be subject to the requirements of the Contract.
- 23.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by KPLC, and the Time for Completion shall be reasonably adjusted to the extent that the contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

## **24 Completion of the Facilities**

- 24.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in KPLC's Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify KPLC in writing.
- 24.2 Within seven (7) days after receipt of the notice from the Contractor under GCC Sub-Clause 24.1, KPLC shall supply the operating and maintenance personnel specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by KPLC for Pre-commissioning of the Facilities or any part thereof.
- 24.3 Pursuant to the Appendix to the Contract Agreement titled Scope of Works and Supply by KPLC, KPLC shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Pre-commissioning of the Facilities or any part thereof.
- 24.4 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by KPLC and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters have been provided by KPLC in accordance with GCC Sub-Clause 24.2, the Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GCC Sub-Clause 25.5.
- 24.5 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Project Manager in writing.
- 24.6 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.5, either issue a Completion Certificate in the form specified in KPLC's Requirements (Forms and Procedures), stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's notice under GCC Sub-Clause 24.5, or notify the Contractor in writing of any defects and/or deficiencies.

If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub-Clause 24.4.

If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's repeated notice.

If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

- 24.7 If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.5 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 24.5, or if KPLC makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of KPLC's use of

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Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

- 25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall there after complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

## **25.5 Delayed Pre-commissioning and/or Guarantee Test**

- 25.5.1 In the event that the Contractor is unable to proceed with the Pre-commissioning of the Facilities pursuant to Sub-Clause 24.3, or with the Guarantee Test pursuant to Sub-Clause 25.2, for reasons attributable to KPLC either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Contractor's control, the provisions leading to "deemed" completion of activities such as Completion, pursuant to GCC Sub-Clause 24.6, and Operational Acceptance, pursuant to GCC Sub-Clause 25.3.4, and Contractor's obligations regarding Defect Liability Period, pursuant to GCC Clause 27.2, Functional Guarantee, pursuant to GCC Clause 28, and Care of Facilities, pursuant to GCC Clause 32, and GCC Clause 41.1, Suspension, shall not apply. In this case, the following provisions shall apply.

- 25.5.2 When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause 25.5.1, the Contractor shall be entitled to the following:

- a The Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC Sub-Clause 26.2;
- b payments due to the Contractor in accordance with the provision specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to KPLC, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Sub-Clause 25.5.3 below;
- c the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by KPLC;
- d the additional charges towards the care of the Facilities pursuant to GCC Sub-Clause 32.1 shall be reimbursed to the Contractor by KPLC for the period between the notification mentioned above and the notification mentioned in Sub-Clause 25.5.4 below. The provision of GCC Sub-Clause 33.2 shall apply to the Facilities during the same period.
- e Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

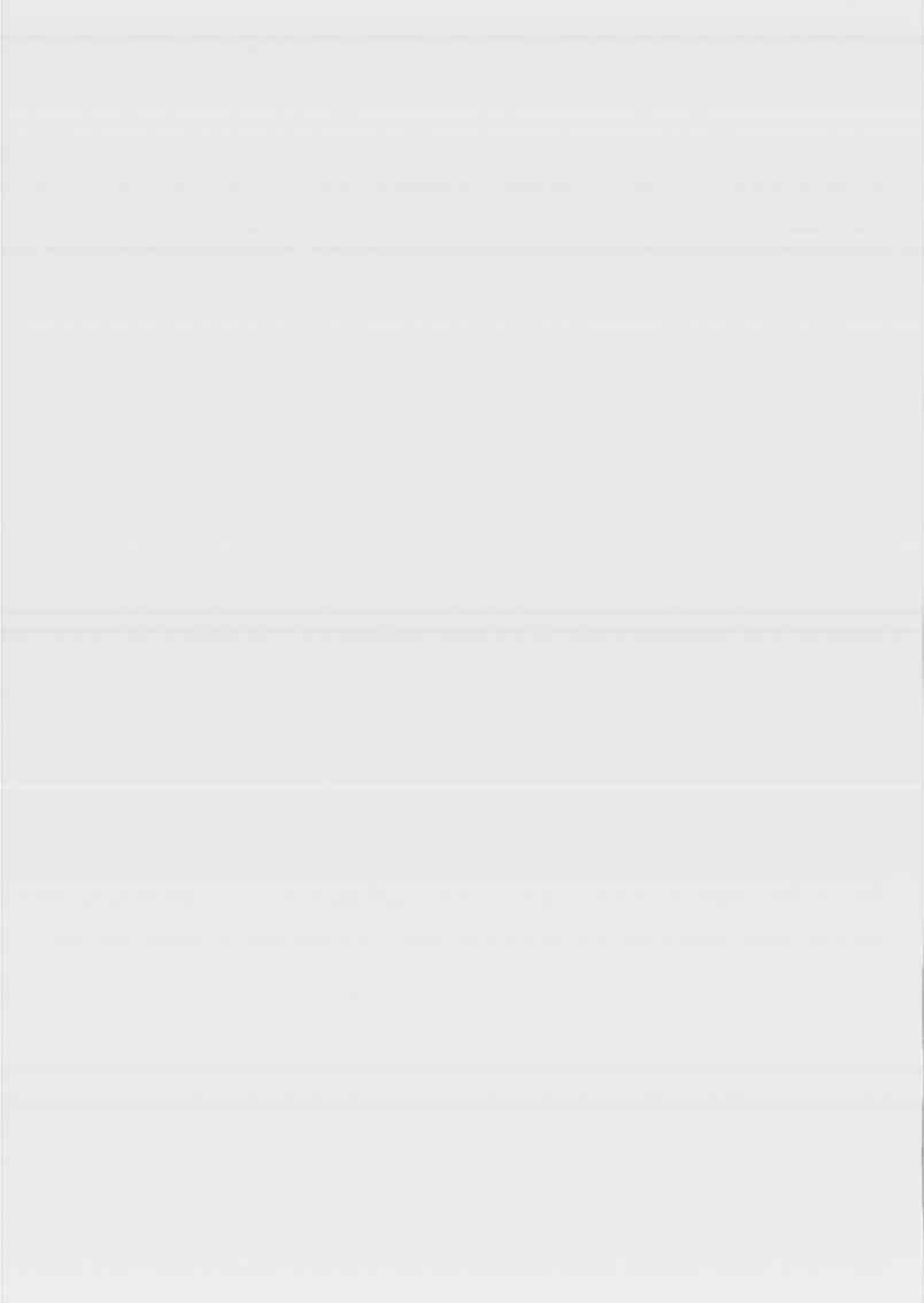
- 25.5.3 In the event that the period of suspension under above Sub-Clause 25.5.1 actually exceeds one hundred eighty (180) days, KPLC and Contractor shall mutually agree to any additional compensation payable to the Contractor.

- 25.5.4 When the Contractor is notified by the Project Manager that the plant is ready for Pre-commissioning, the Contractor shall proceed without delay in performing Pre-commissioning in accordance with Clause 24.

## **F. Guarantees and Liabilities**

### **26 Completion Time Guarantee**

- 26.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof.
- 26.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40, the Contractor shall pay to KPLC liquidated damages in the amount specified in the SCC as a percentage rate of the Contract Price or the relevant part thereof. The



Facilities or any part thereof, KPLC may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, where upon the Contractor shall carryout such tests.

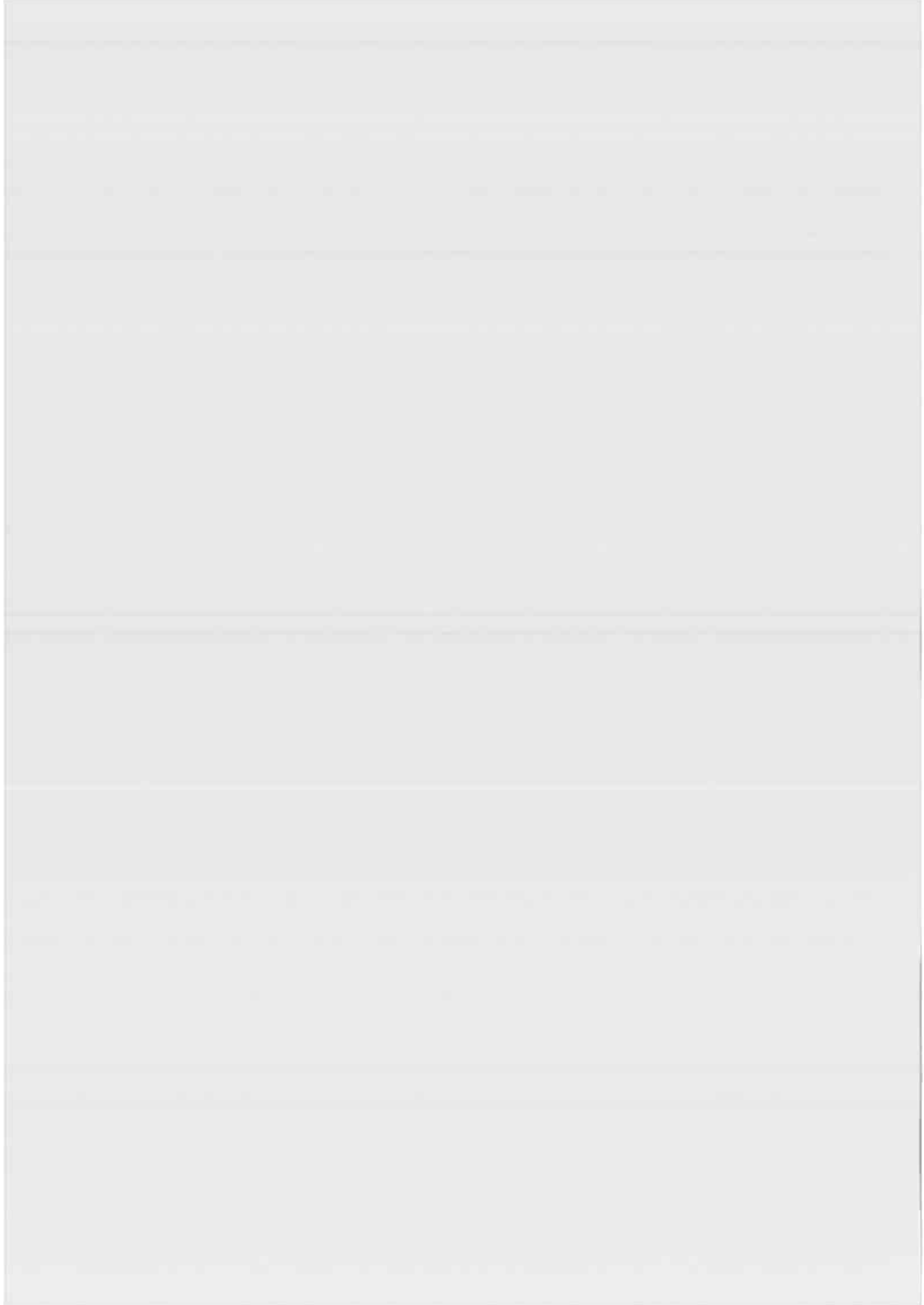
- 27.7 If such part fails the tests, the Contractor shall carryout further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by KPLC and the Contractor.
- 27.8 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), KPLC may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by KPLC in connection therewith shall be paid to KPLC by the Contractor or may be deducted by KPLC from any monies due the Contractor or claimed under the Performance Security.
- 27.9 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by KPLC because of any of the aforesaid reasons.
- 27.10 Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contractor at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, or criminal or willful action of the Contractor.
- 27.11 In addition, any such component of the Facilities, and during the period of time as may be specified in the SCC, shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GCC Sub-Clause 27.2.

## **28 Functional Guarantees**

- 28.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, subject to and upon the conditions therein specified.
- 28.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/ or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify KPLC upon completion of the necessary changes, modifications and/or additions, and shall request KPLC to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, KPLC may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.
- 28.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Contract Agreement is met, the Contractor shall, at the Contractor's option, either
- a Make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request KPLC to repeat the Guarantee Test or
  - b Pay liquidated damages to KPLC in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix to the Contract Agreement titled Functional Guarantees.
  - c The payment of liquidated damages under GCC Sub-Clause 28.3, up to the limitation of liability specified in the Appendix to the Contract Agreement titled Functional Guarantees, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 28.3, and the Contractor shall have no further liability whatsoever to KPLC in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

## **29 Patent Indemnity**

- 29.1 The Contractor shall, subject to KPLC's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless KPLC and its employees and officers from and against any and all suits, actions or administrative





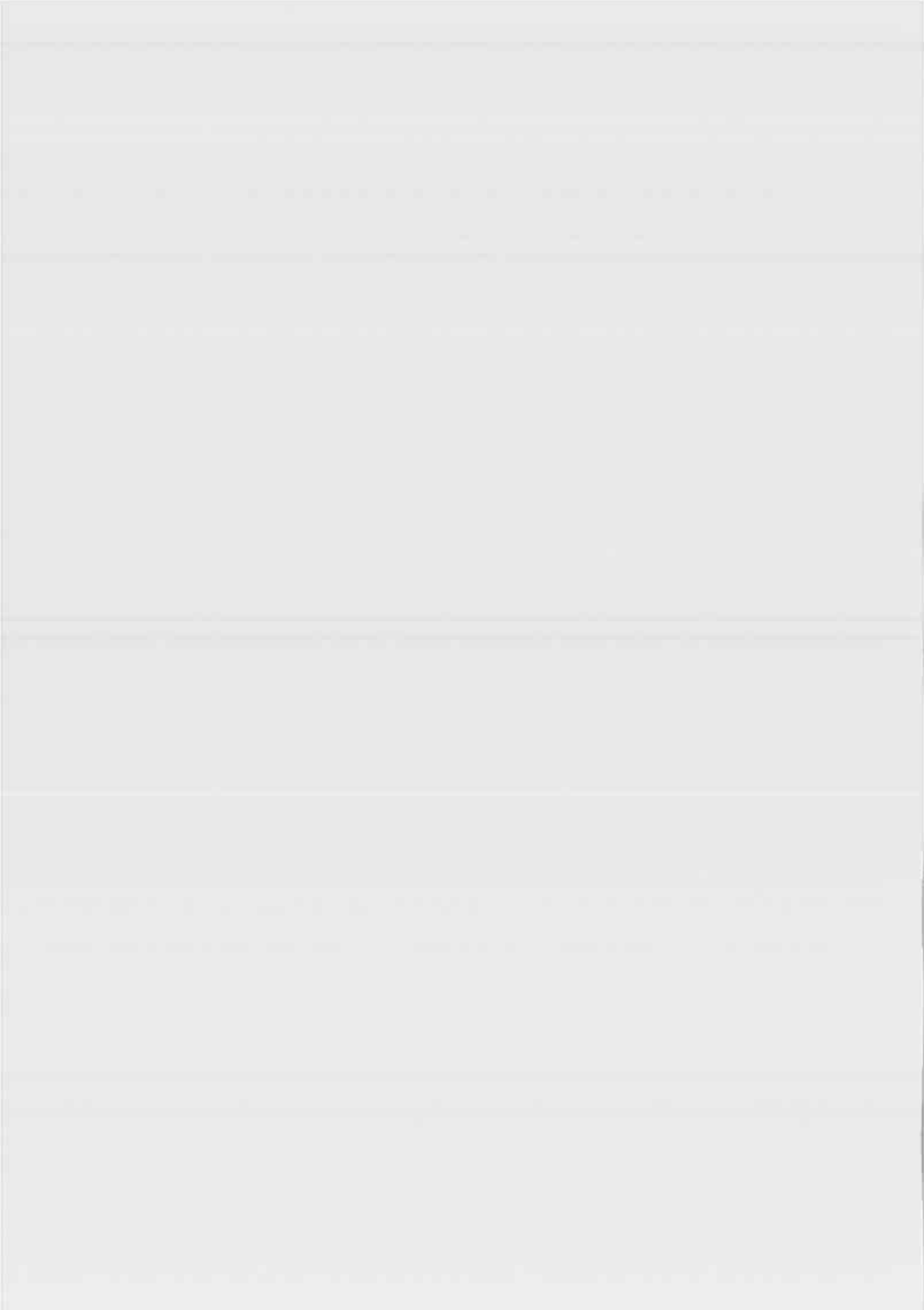
32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant are incorporated.

### **32 Care of Facilities**

- 32.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 27. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.
- 32.2 If any loss or damage occurs to the Facilities or any part, thereof or to the Contractor's temporary facilities by reason of
- a insofar as they relate to Kenya, nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, in so far as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 hereof; or
  - b any use or occupation by KPLC or any third Party other than a Subcontractor, authorized by KPLC of any part of the Facilities; or
  - c any use of or reliance upon any design, data or specification provided or designated by or on behalf of KPLC, or any such matter for which the Contractor has disclaimed responsibility herein, KPLC shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If KPLC requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of KPLC in accordance with GCC Clause 39. If KPLC does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, KPLC shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Facilities there by lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, KPLC shall terminate the Contract pursuant to GCC Sub-Clause 42.1 hereof.
- 32.3 The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC Sub-Clause 32.2 with respect to the Contractor's temporary facilities, and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Sub-Clauses 32.2 (b) and (c) and 38.1.
- 32.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in GCC Sub-Clause 38.1, the provisions of GCC Sub-Clause 38.3 shall apply.

### **33 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**

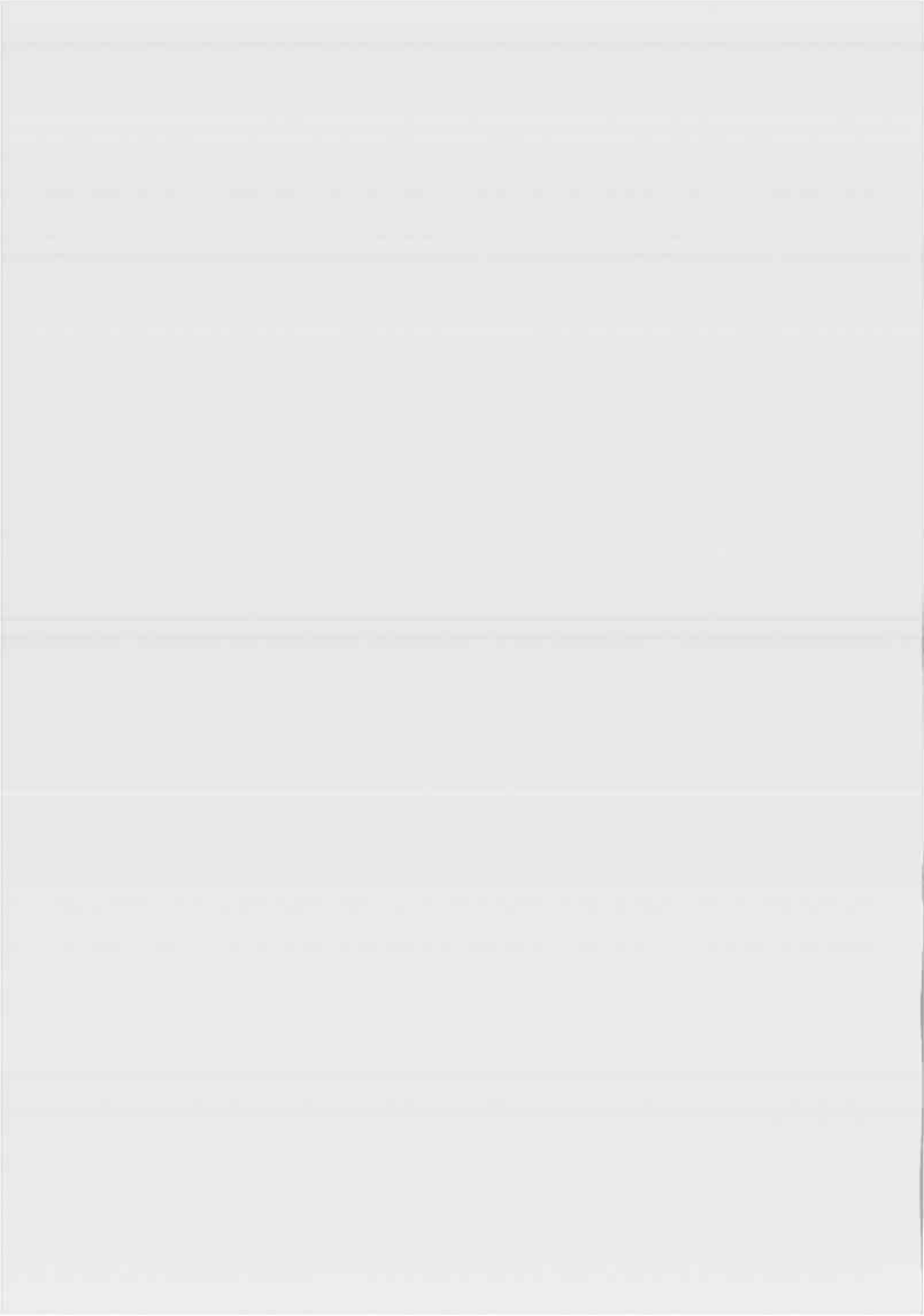
- 33.1 Subject to GCC Sub-Clause 33.3, the Contractor shall indemnify and hold harmless KPLC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of KPLC, its contractors, employees, officers or agents.
- 33.2 If any proceedings are brought or any claim is made against KPLC that might subject the Contractor to liability under GCC Sub-Clause 33.1, KPLC shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in KPLC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 33.8 If the Contractor fails to notify KPLC within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then KPLC shall be free to conduct the same on its own behalf.



- 34.3 The Contractor shall, in accordance with the provisions of the Appendix to the Contract Agreement titled Insurance Requirements, deliver to KPLC certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to KPLC by insurers prior to cancellation or material modification of a policy.
- 34.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
- 34.5 KPLC shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix to the Contract Agreement titled Insurance Requirements, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. KPLC shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, KPLC shall provide copies of the policies taken out by KPLC under this GCC Sub-Clause 34.5.
- 34.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, KPLC may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that KPLC shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If KPLC fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due KPLC under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from KPLC. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards KPLC, and the Contractor shall have full recourse against KPLC for any and all liabilities of KPLC herein.
- 34.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Contractor. KPLC shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which KPLC's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of KPLC. With respect to insurance claims in which the Contractor's interest is involved, KPLC shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

**35. Unforeseen Conditions**

- 35.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities including any data as to boring tests, provided by KPLC, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor's Equipment, notify the Project Manager in writing of
  - a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;
  - c) the additional work and/or Plant and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;
  - d) the extent of the anticipated delay; and
  - d) the additional cost and expense that the Contractor is likely to incur.



if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other, but without prejudice to either Party's right to terminate the Contract under GCC Sub-Clause 38.5.

37.7 In the event of termination pursuant to GCC Sub-Clause 37.6, the rights and obligations of KPLC and the Contractor shall be as specified in GCC Sub-Clauses 42.1.2 and 42.1.3.

37.8 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of KPLC to make payments to the Contractor herein.

### **38. War Risks**

38.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of GCC Sub-Clause 37.1 and any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in or near the country (or countries) where the Site is located.

38.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to

- a) destruction of or damage to Facilities, Plant, 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 War 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 in consequence of or in connection with the same.

38.3 If the Facilities or any Plant or Contractor's Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, KPLC shall pay the Contractor for

- a) any part of the Facilities or the Plant so destroyed or damaged to the extent not already paid for by KPLC and so far as may be required by KPLC, and as may be necessary for completion of the Facilities
- b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged
- c) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof.

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 GCC Clause 39, excluding the performance 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 GCC Sub-Clause 42.1.

If KPLC requires the Contractor to replace or make good on any such destruction or damage to the Facilities, the Time for Completion shall be extended in accordance with GCC 40.

38.4 Notwithstanding anything contained in the Contract, KPLC shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify KPLC in writing of any such increased cost.

38.5 If during the performance of the Contract any War Risks shall 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 Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other.



the Change Proposal

- Advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate
- Advise the Contractor that KPLC does not intend to proceed with the Change.

39.2.3 Upon receipt of KPLC's instruction to proceed under GCC Sub-Clause 39.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Sub-Clause 39.2.1.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the Parties there to shall agree on specific rates for the valuation of the Change.

39.1.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance there with and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set for thin Article 2 (Contract Price) of the Contract Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection there to prior to furnishing the Change Proposal as aforesaid. If KPLC accepts the Contractor's objection, KPLC shall withdraw the proposed Change and shall notify the Contractor in writing thereof.

The Contractor's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders here in, nor affect its right to take in to account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.

39.1.6 Upon receipt of the Change Proposal, KPLC and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, KPLC shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If KPLC is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If KPLC decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GCC Sub-Clause 39.2.2.

39.1.7 If KPLC and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, KPLC may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

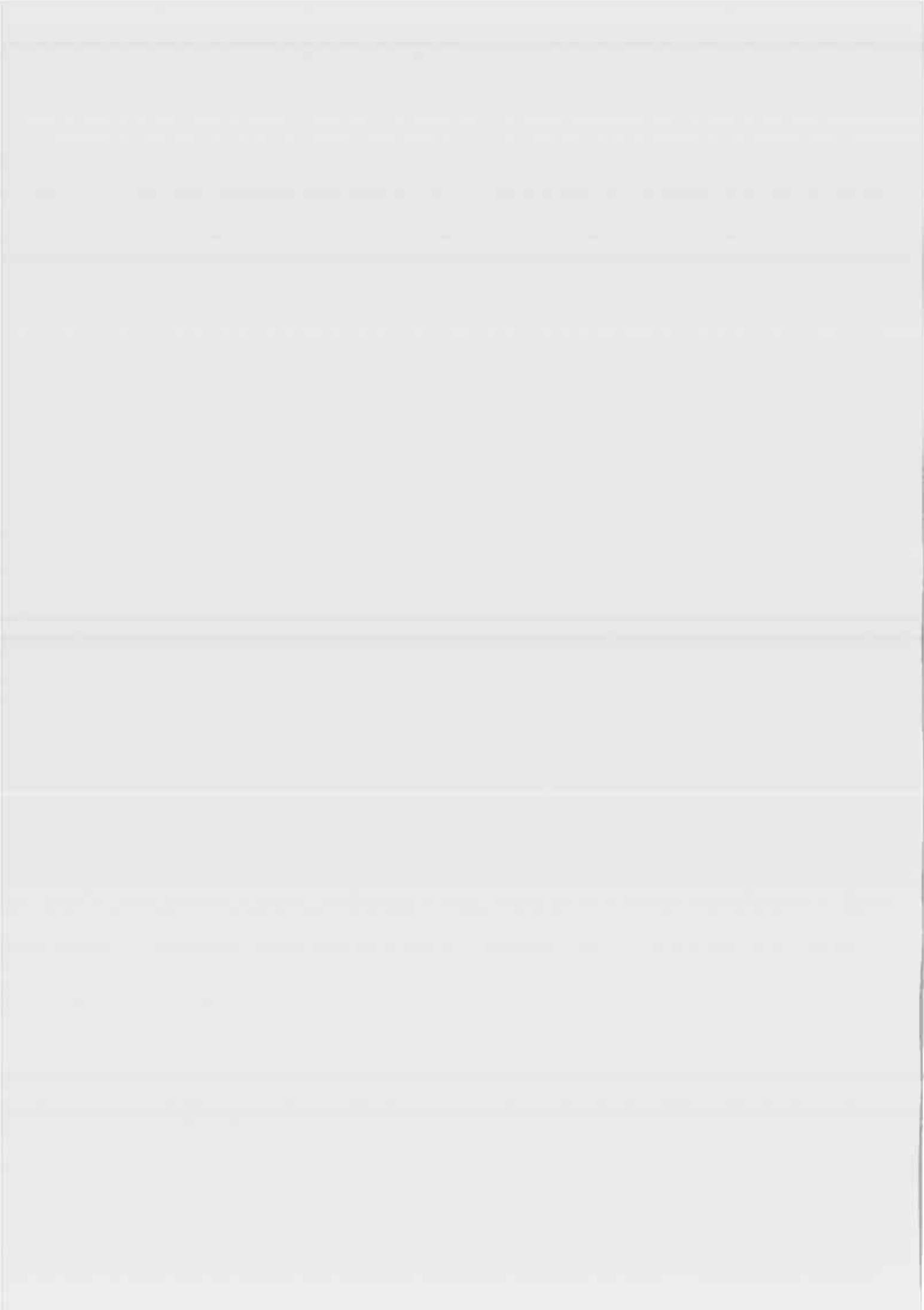
Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The Parties shall there after attempt to reach agreement on the outstanding issues under the Change Proposal.

If the Parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Dispute Board in accordance with the provisions of GCC Sub-Clause 46.1.

### **39.1.8 Changes Originating from Contractor**

39.1.9 If the Contractor proposes a Change pursuant to GCC Sub-Clause 39.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 39.1.2.

39.1.10 Upon receipt of the Application for Change Proposal, the Parties shall follow the procedures outlined in GCC Sub-Clauses 39.2.6 and 39.2.7. However, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.





- 41.2 If KPLC fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects apart only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause.

41.3 If

- a. KPLC has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to KPLC that requires payment of such sum, with interest there on as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires KPLC to remedy the same, as the case may be. If KPLC fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or
- b. The Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to KPLC, including but not limited to KPLC's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Contractor may by fourteen (14) days' notice to KPLC suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

41.4 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by KPLC to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

41.5 During the period of suspension, the Contractor shall not remove from the Site any Plant, any part of the Facilities or any Contractor's Equipment, without the prior written consent of KPLC.

## 42 Termination

### 42.1 Termination for KPLC's Convenience

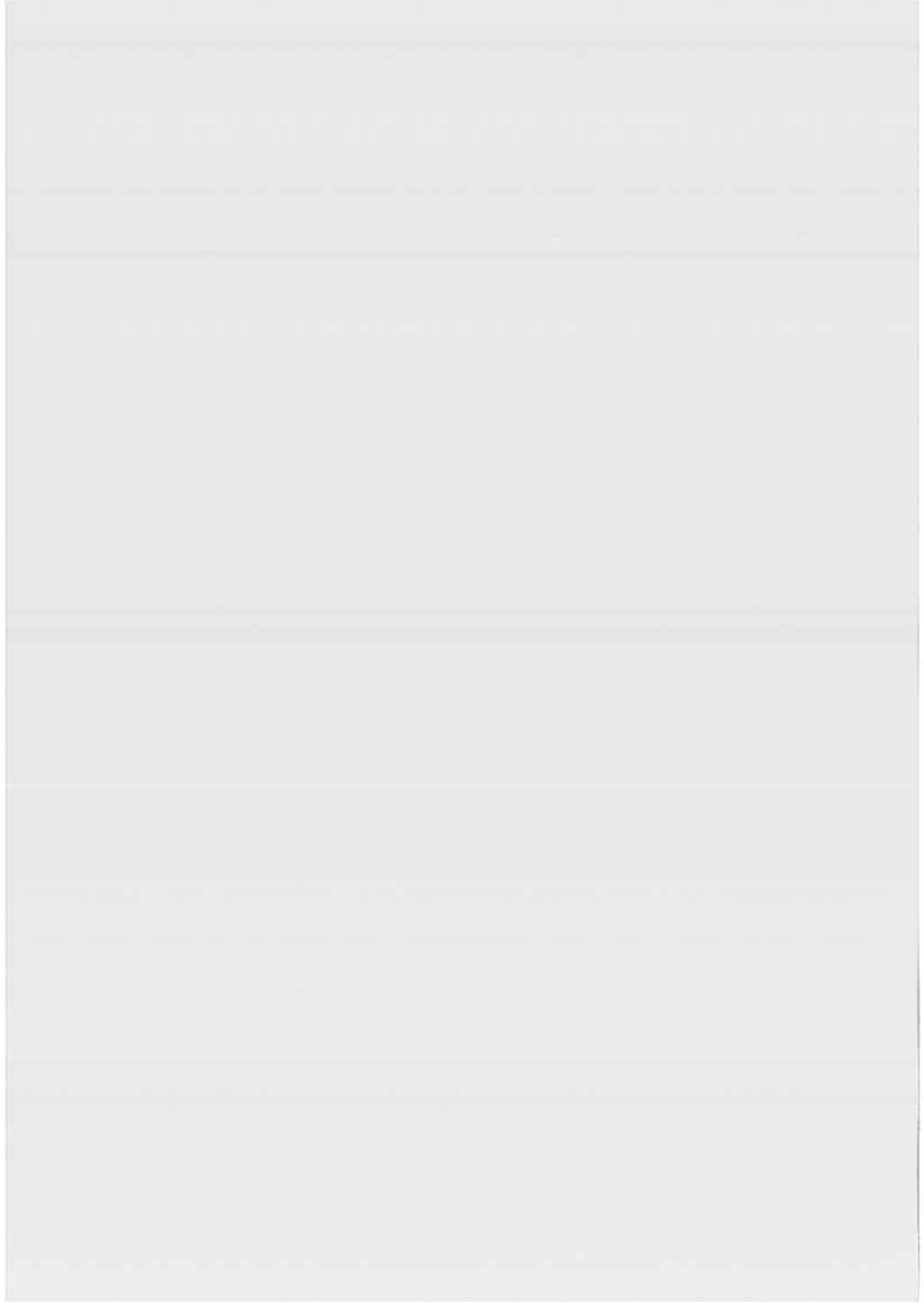
42.1.1 KPLC may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 42.1.

42.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- a) cease all further work, except for such work as KPLC may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition,
- b) terminate all subcontracts, except those to be assigned to KPLC pursuant to paragraph (d) (ii) below,
- c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and
- d) subject to the payment specified in GCC Sub-Clause 42.1.3,
- i. deliver to KPLC the parts of the Facilities executed by the Contractor up to the date of termination
- ii. to the extent legally possible, assign to KPLC all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by KPLC, in any subcontracts concluded between the Contractor and its Subcontractors; and
- iii. Deliver to KPLC all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

42.1.3 In the event of termination of the Contract under GCC Sub-Clause 42.1.1, KPLC shall pay to the Contractor the following amounts:

- a. The Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of



- 42.1.4 KPLC may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third Party. KPLC may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of KPLC and with an indemnification by KPLC for all liability including damage or injury to persons arising out of KPLC's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as KPLC considers expedient for the supply and installation of the Facilities.
- 42.1.5 Upon completion of the Facilities or at such earlier date as KPLC thinks appropriate, KPLC shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.
- 42.1.6 Subject to GCC Sub-Clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.2.3. Any sums due KPLC from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.
- 42.1.7 If KPLC completes the Facilities, the cost of completing the Facilities by KPLC shall be determined.
- 42.1.8 If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 42.2.5, plus the reasonable costs incurred by KPLC in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.
- 42.1.9 If such excess is greater than the sums due the Contractor under GCC Sub-Clause 42.2.5, the Contractor shall pay the balance to KPLC, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 42.2.5, KPLC shall pay the balance to the Contractor. KPLC and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

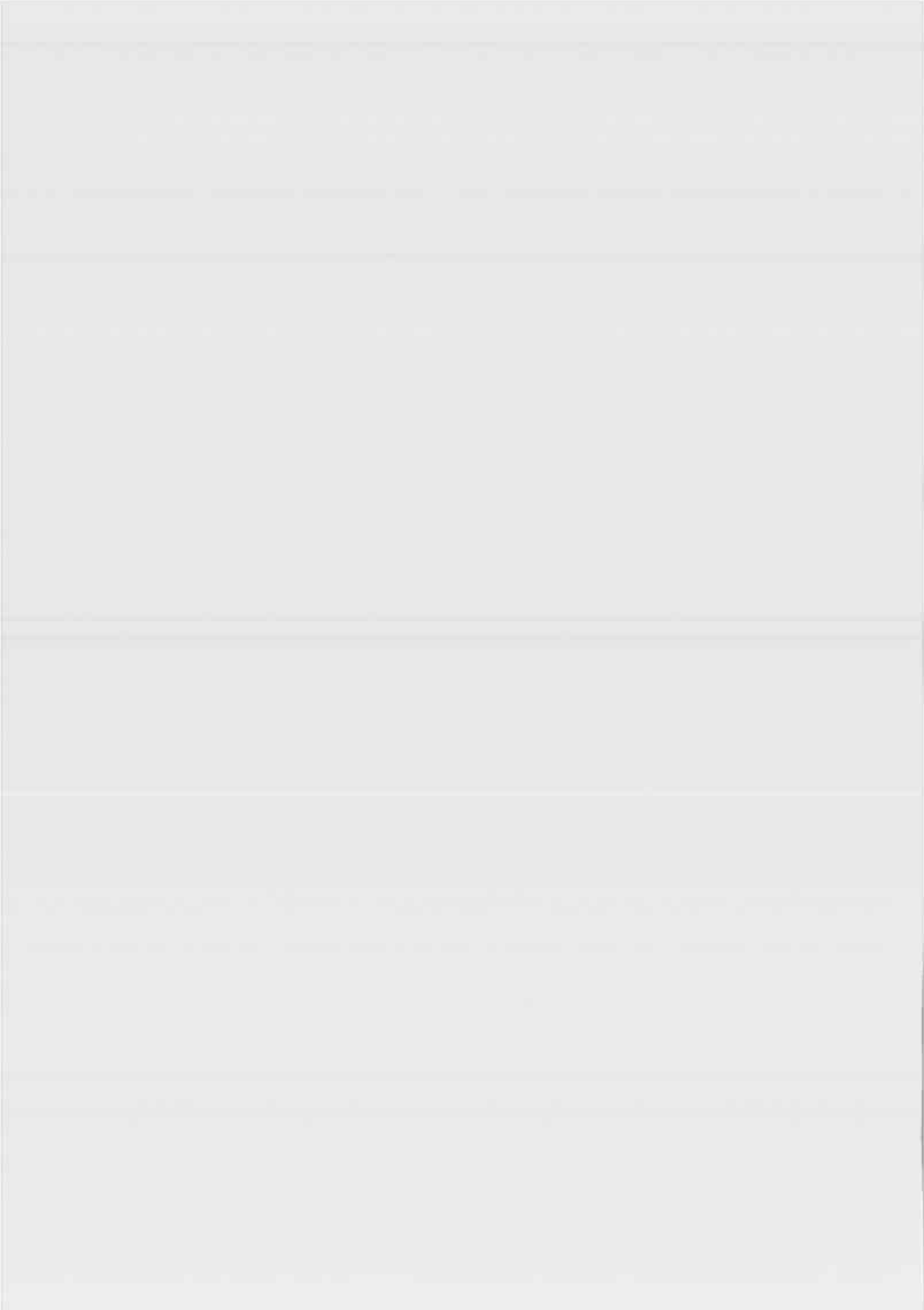
## **42.2 Termination by the Contractor**

### **42.2.1 If**

- a KPLC has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to KPLC that requires payment of such sum, with interest there on as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires KPLC to remedy the same, as the case may be. If KPLC fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or
- b The Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to KPLC, including but not limited to KPLC's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Contractor may give a notice to KPLC thereof, and if KPLC has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to KPLC within twenty-eight (28) days of the said notice, the Contractor may by a further notice to KPLC referring to this GCC Sub-Clause 42.3.1, forth with terminate the Contract.

42.2.2 The Contractor may terminate the Contract forth with by giving a notice to KPLC to that effect, referring to this GCC Sub-Clause 42.3.2, if KPLC becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if KPLC takes or suffers any other analogous action in consequence of debt.

42.2.3 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, then the Contractor shall immediately



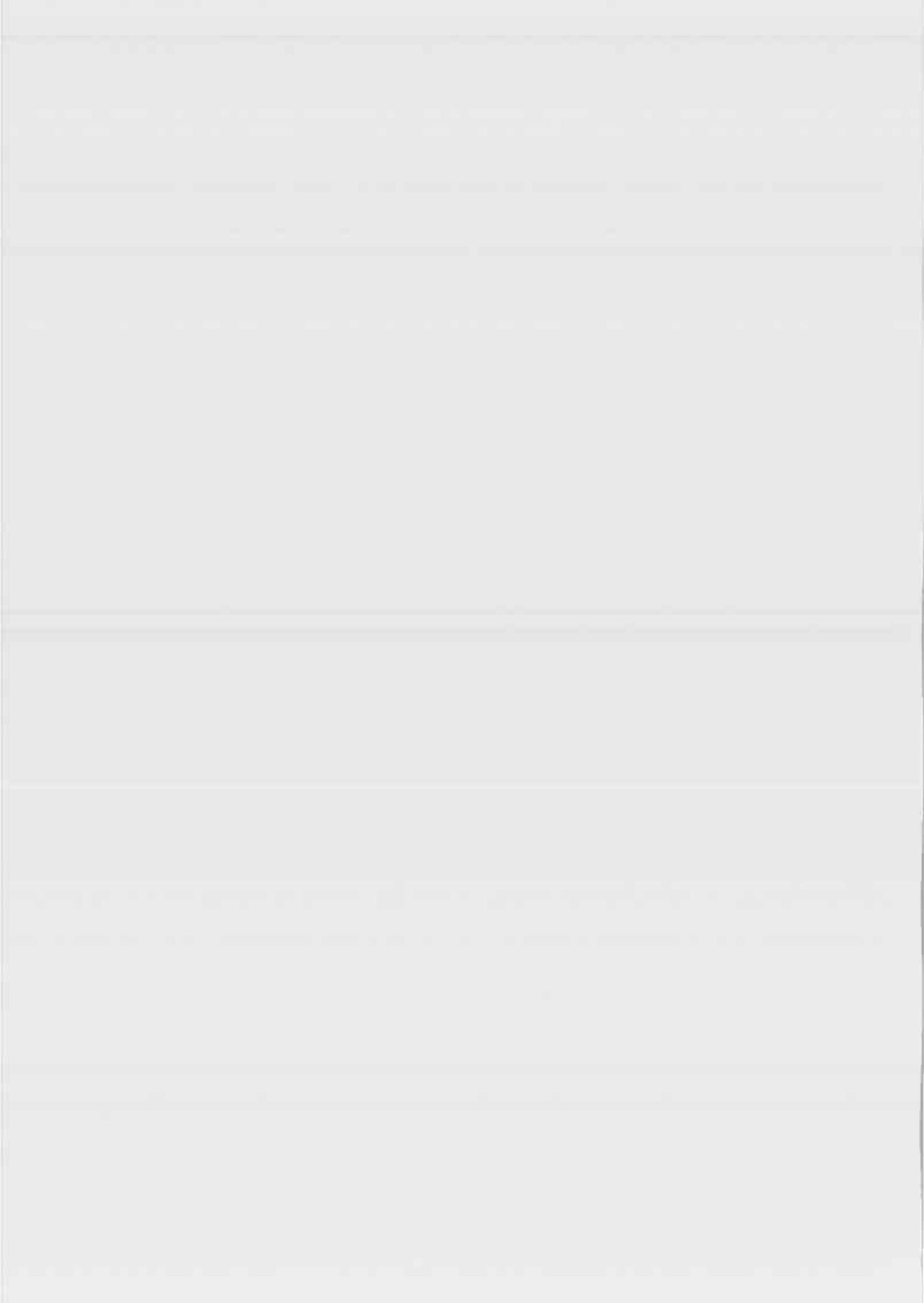
Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

- 45.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and KPLC shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- (a) The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
  - (b) The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting KPLC's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 45.3 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
  - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
  - c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 45.4 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.
- 45.5 Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 45.6 The Project Manager shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GCC Clause 40, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 45.7 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.
- 45.8 In the event that the Contractor and KPLC cannot agree on any matter relating to a claim, either Party may refer the matter to the Dispute Board pursuant to GCC 46 hereof.

#### **46. Claims, Disputes and Arbitration**

##### **46.1 Contractor's Claims**

- 46.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any



Project Manager by issuing a Notice of Dissatisfaction and requesting the matter be referred to Arbitration.

#### **46.3 Amicable Settlement**

Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

#### **46.4 Arbitration**

46.4.1 Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 46.3 above shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- a) if the contract is with foreign contractors, the dispute shall be referred to international arbitration either:
  - i) with proceedings administered by the arbitration institution designated in the Special Conditions of Contract, and conducted under the rules of arbitration of such institution; or, if so specified in the Special Conditions of Contract, or
  - ii) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL), unless specified otherwise in the SCC;
- b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the Arbitration Laws of Kenya.

46.4.2 The place of arbitration shall be the neutral location specified in the Special Conditions of Contract; and the arbitration shall be conducted in the English Language for all communications.

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

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

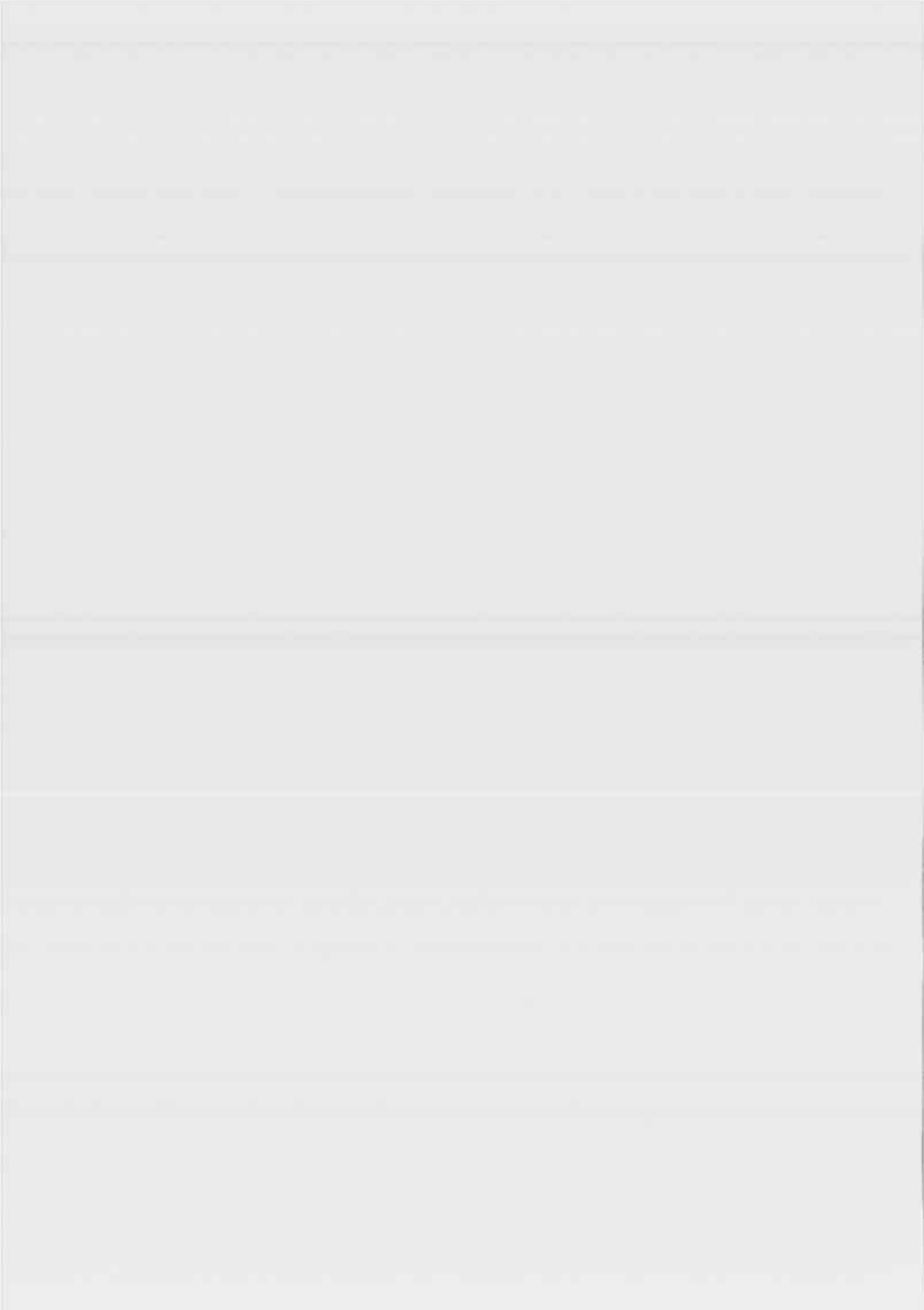
46.4.5 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

46.4.6 The Decision of the Arbitration proceedings will be final and binding on both parties.

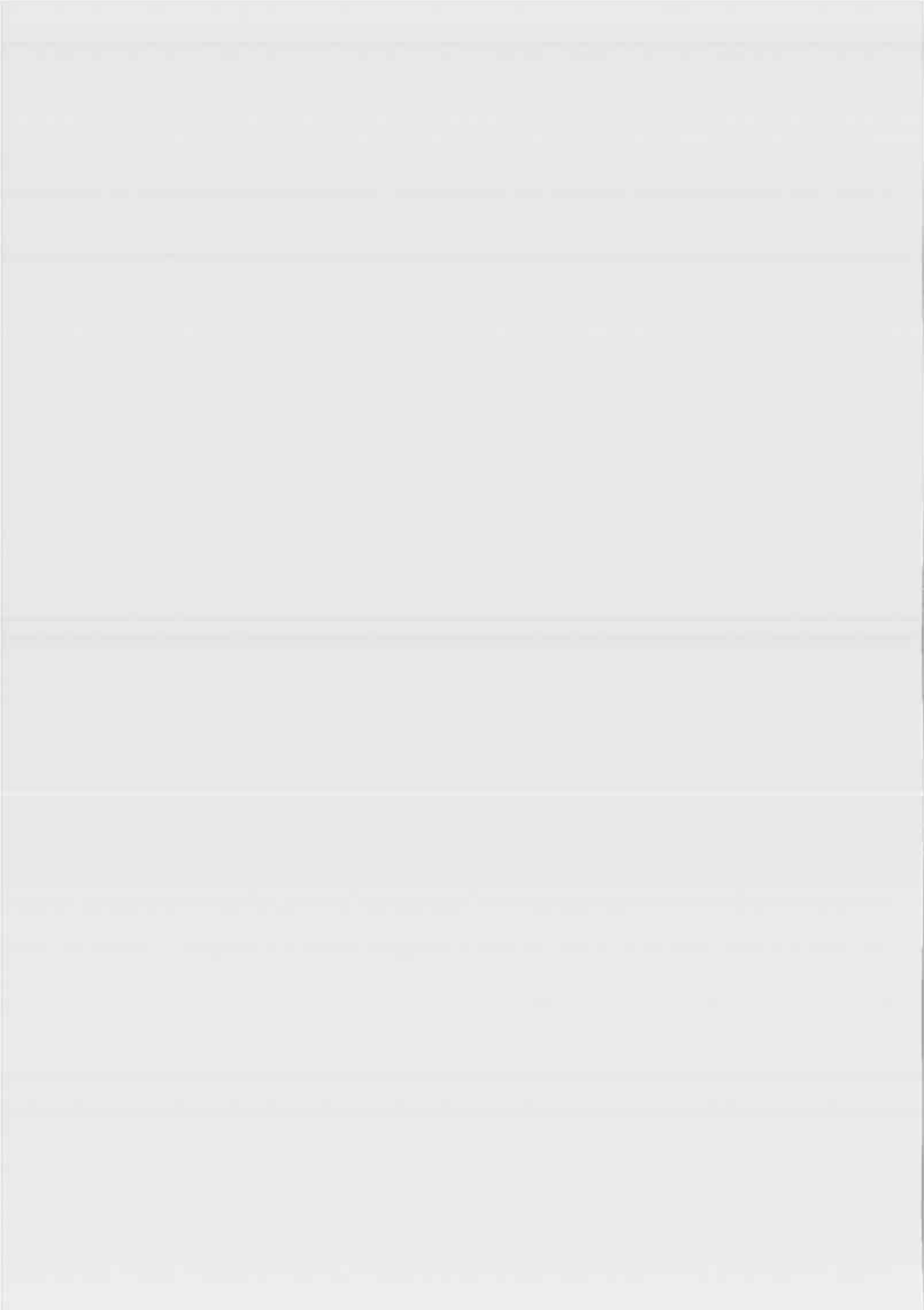




Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>2. The Consignee shall be the supplier or supplier's agent whose responsibilities shall include payment of all Customs taxes, duties and levies, clearance of the goods, and delivery to KPLC stores. For avoidance of doubt, this includes Value Added Tax (VAT), Railway Development Levy (RDL) and Import Duties.</p> <p><i>c) Packaging and Labelling</i></p> <p>1. The Contractor shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.</p> <p>2. The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Tender and particular Order.</p> <p>3. The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.</p> <p>4. The goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.</p> <p>5. The Contractor shall enclose a packing list in each package and all documents relating to the Order shall show the Stores Code Number detailed against the items.</p> <p>6. The labeling on each package shall include the following;</p> <p>(i) General description of the item(s)</p> <p>(ii) KPLC Order No.....</p> <p>(iii) Cautionary notes and handling instructions</p> <p>(iv) Package number</p> <p><i>d) Delivery and Documents for Goods on Delivered Duty Paid (DDP) Terms</i></p> <p>1. Delivery of the goods shall be made by the Supplier to the named place and in accordance with the terms specified by KPLC in its Schedule of Requirements.</p> <p>2. The Supplier shall notify KPLC of the full details of the delivered goods by delivering together with the goods a full set of the following documents:-</p> <p>i) Supplier's invoice showing the goods description, quantity, unit price and total price</p> <p>ii) Delivery note for every consignment originating from the party contracted by KPLC. The Delivery Note should be serialized, dated and contain the number of the Official Purchase Order</p> <p>iii) Manufacturer's warranty certificate</p> <p>iv) Packing list identifying contents of each package which list should include casing number, full description of the items and the quantities in each package.</p> <p>3. It is the responsibility of the Supplier to ensure that the delivery documents are received by KPLC at the designated delivery point at the time of delivery.</p> <p>4. Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Supplier and KPLC shall be entitled to call up the Performance Security.</p> <p>5. The Supplier should notify KPLC in writing of its intention to deliver goods fourteen (14) days prior to delivery, and a further confirmation two (2) working days before actual delivery to the designated delivery point.</p> <p><i>e) Access to Site (s)</i></p> <p>The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the site (s) where Works are carried out and to any place where work in connection with the contract is being carried out or is intended to be carried out.</p>
<p><b>SCC 10. KPLC's responsibilities</b></p>	<p><b>Waiver</b></p> <p>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,</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Operational Acceptance	
SCC 26. Completion Time Guarantee	<p>SCC 26.2 Applicable rate for liquidated damages: 0.5% per week of contract value upto a max of 10% contract price</p> <p>The above rate applies to the price of the part of the Facilities, as quoted in the Price Schedule, for that part for which the Contractor fails to achieve Completion within the particular Time for Completion.</p> <p>Maximum deduction for liquidated damages: 15%</p> <p>SCC 26.3        Applicable (<i>amount or rate</i>) for the bonus for early Completion: Maximum bonus:</p> <p>SCC 26.3        No bonus will be given for earlier Completion of the Facilities or part thereof.</p>
SCC 27. Defect Liability	<p>SCC 27.10        The critical components covered under the extended defect liability are _____, and the period shall be one year (<i>to be inserted only when an extended defect liability is requested</i>).</p>
SCC 30. Limitation of Liability	<p><b>Sample Clause</b> SCC 30.1 (b) The multiplier of the Contract Price is: _____</p>
SCC Unforeseen conditions	<p><b>Discoveries</b> Anything of historical or other interest or of significant value unexpectedly discovered on site where the Works are being carried out shall be the property of KPLC. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.</p>
SCC 39. Value Engineering	<p>SCC 39.1.2 If the value engineering proposal is approved by KPLC the amount to be paid to the Contractor shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price</p>
SCC 40 Extension of time for completion	<p><b>Variation of Contract</b> KPLC and the Contractor may vary the contract only in accordance with the following: -</p> <ul style="list-style-type: none"> <li>a) the quantity variation for goods shall not exceed ten percent (10%) of the original contract quantity.</li> <li>b) the quantity variation for works does not exceed fifteen per cent (15%) of the original quantity.</li> <li>c) the cumulative value of all contract variation shall not exceed twenty five per cent (25%) of the original contract price.</li> <li>d) the quantity variation must be executed within the period of the contract.</li> </ul>
SCC 46.4(a)(ii) Arbitration	<p><i>[Insert rules of arbitration if different from those of the International Chamber of Commerce]</i></p>



**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]*

1) For the attention of Tenderer's Authorized Representative Name: ..... *[insert Authorized Representative's name]*

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

Telephone/Fax 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)

**Notification of Intention to Award**

KPLC: ..... *[insert the name of KPLC]* Project:

..... *[insert name of project]*

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:

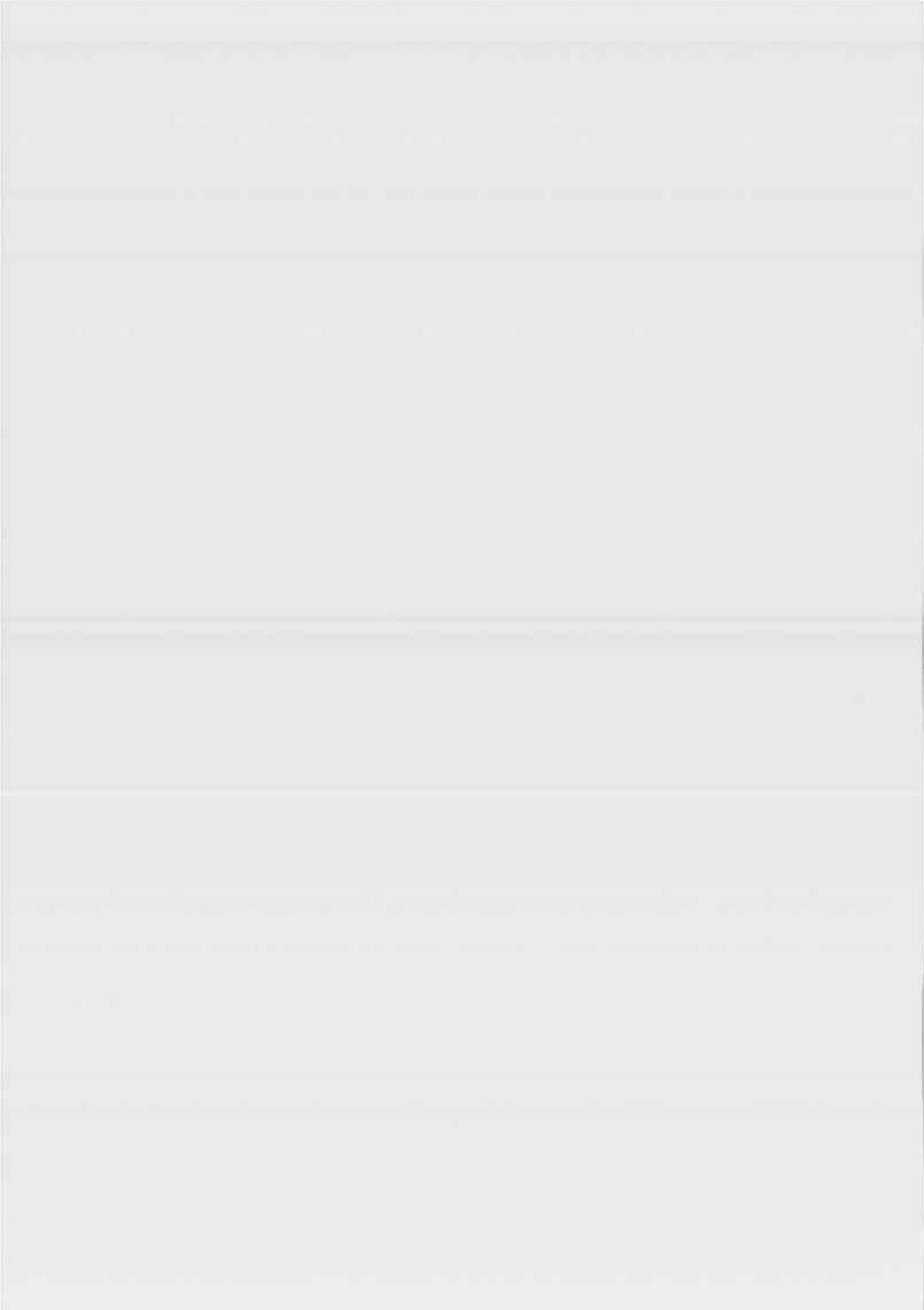
- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

**2) The successful Tenderer**

<b>Name:</b>	<i>[insert name of successful Tenderer]</i>
<b>Address:</b>	<i>[insert address of the successful Tenderer]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Tender]</i>

3) **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.]*

<b>Name of Tenderer</b>	<b>Tender price</b>	<b>Evaluated Tender Cost</b>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated cost]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated cost]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated cost]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated cost]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated cost]</i>



**7) 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:

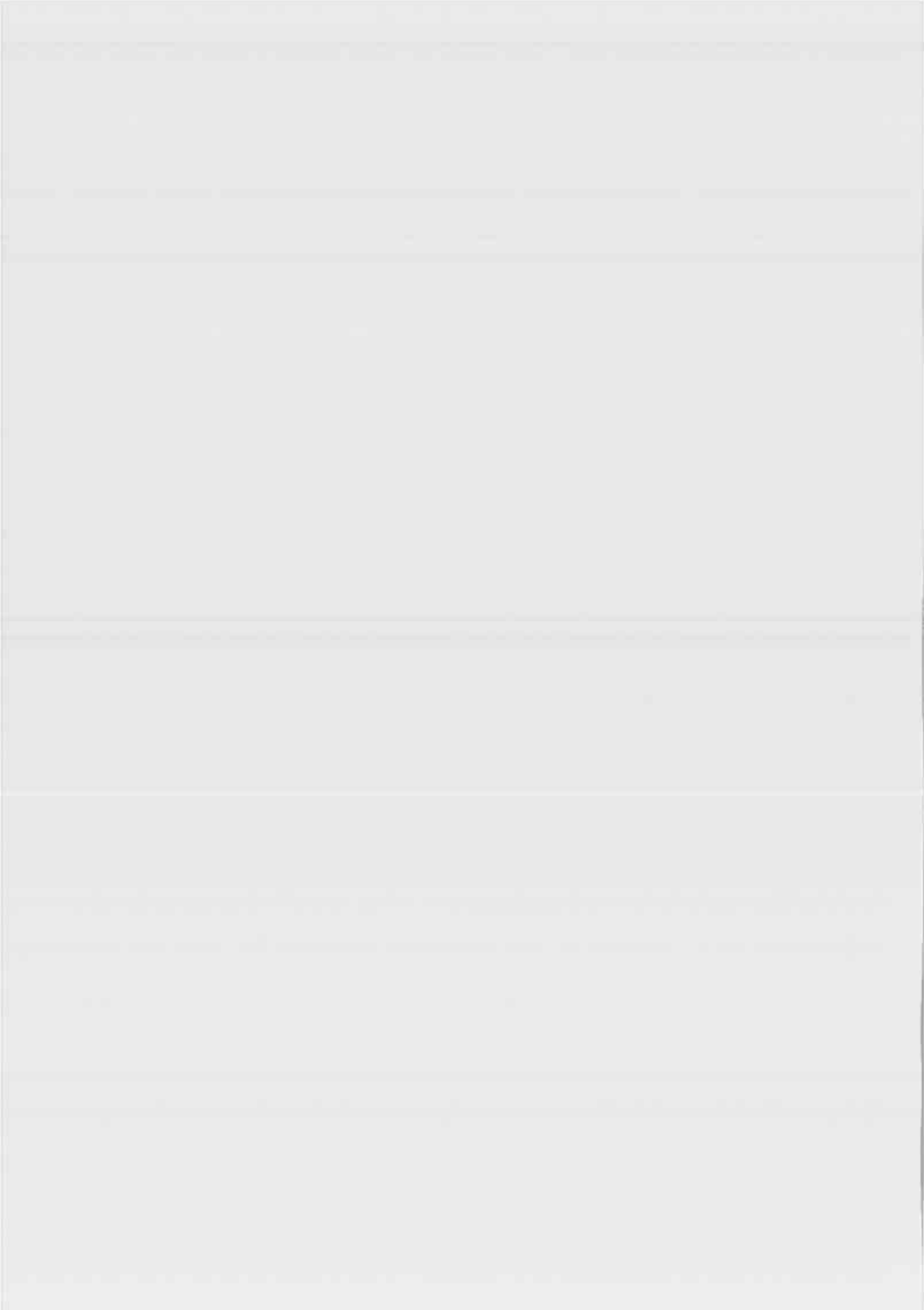
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title/position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_





**3 LETTER OF AWARD**

To: \_\_\_\_\_

This is to notify you that your Tender dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the Contract Price in the aggregate of \_\_\_\_\_, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

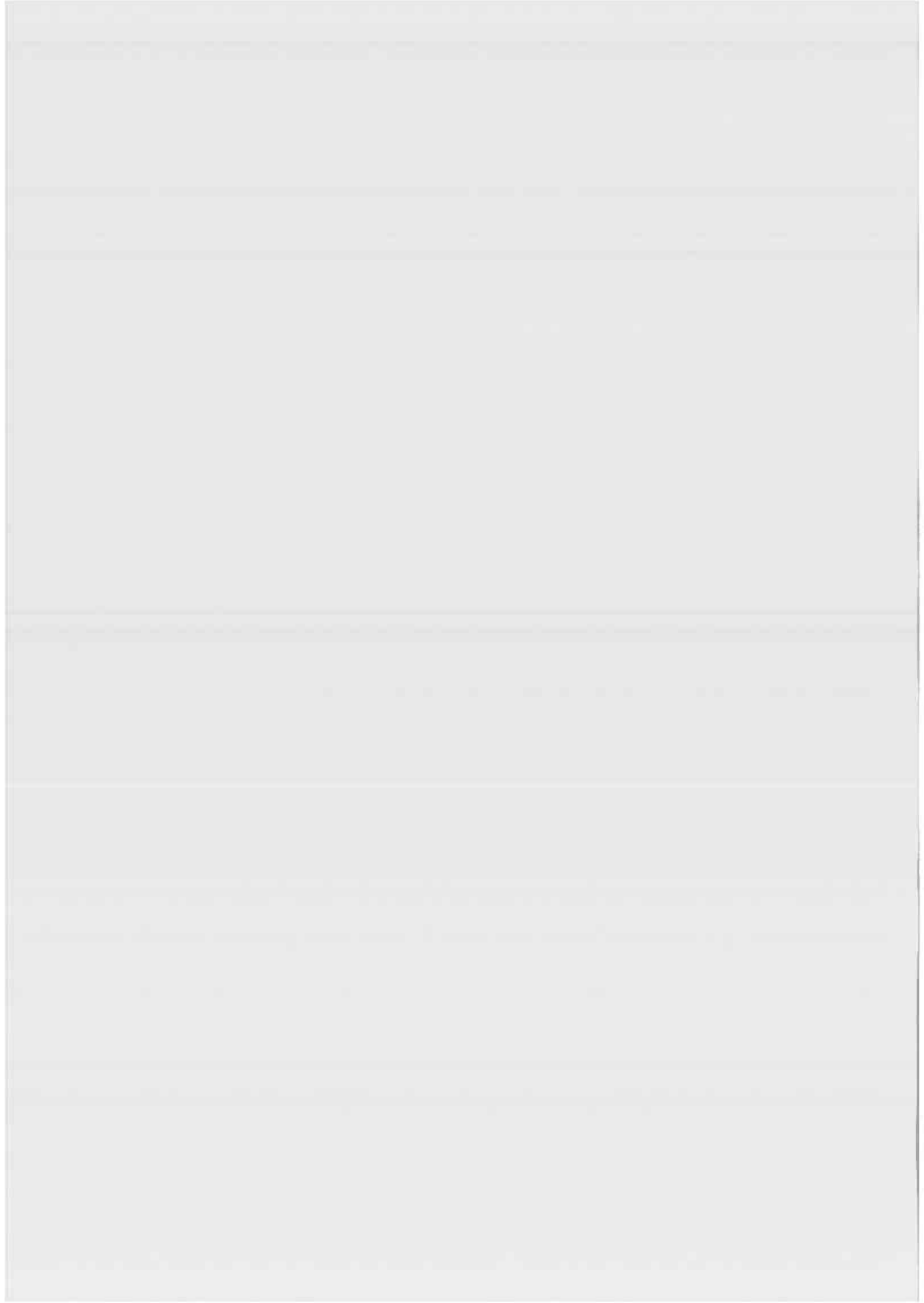
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, - Contract Forms, of the Tendering document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement: .....



Contractor in a bank in the country of the Contractor. The credit shall be for an amount of.....; and shall be subject to the Uniform Customs and Practice for Documentary Credits 2007 Revision, ICC Publication No.600.

In the event that the amount payable under Schedule No.1 is adjusted in accordance with GCC 11.2 or with any of the other terms of the Contract, KPLC shall arrange for the documentary credit to be amended accordingly.

**Article 3. Effective Date**

3.1 Effective Date (Reference GCC Clause1)

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- a) This Contract Agreement has been duly executed for and on behalf of KPLC and the Contractor;
- b) The Contractor has submitted to KPLC the Performance Security and the advance payment guarantee;
- c) KPLC has paid the Contractor the advance payment
- d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

**Article 4. Communications**

4.1 The address of KPLC for notice purposes, pursuant to GCC 4.1 is: \_\_\_\_\_.

4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is: \_\_\_\_\_.

**Article 5. Appendices**

- 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached here to, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF KPLC and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of KPLC

..... [Signature]

..... [Title]

in the presence of

Signed by, for and on behalf of the Contractor

..... [Signature]

..... [Title]

in the presence of



## **APPENDIX 1: TERMS AND PROCEDURES OF PAYMENT**

In accordance with the provisions of GCC Clause 12 (Terms of Payment), KPLC shall pay the Contractor in the following manner and at the following times, on the basis of the Price Break down given in the section on Price Schedules. Payments will be made in the currencies quoted by the Tenderer unless otherwise agreed between the Parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

### **TERMS OF PAYMENT**

#### **Schedule No. 1. Plant and Equipment Supplied from Abroad**

In respect of plant and equipment supplied from abroad, the following payments shall be made:

Ten percent (10%) of the total CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of KPLC. The advance payment security may be reduced in proportion to the value of the plant and equipment delivered to the site, as evidenced by shipping and delivery documents.

Sixty percent (60%) of the total or pro rata CIP amount upon Incoterm "CIP", upon delivery to the carrier within forty-five (45) days after receipt of documents.

Fifteen percent (15%) of the total or pro rata CIP amount upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Fifteen percent (15%) of the total or pro rata CIP amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

#### **Schedule No. 2. Plant and Equipment Supplied from within Kenya**

In respect of plant and equipment supplied from Kenya, the following payments shall be made:

Ten percent (10%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of KPLC. The advance payment security may be reduced in proportion to the value of the plant and equipment delivered to the site, as evidenced by shipping and delivery documents.

Eighty percent (80%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the carrier within forty-five (45) days after receipt of invoice and documents.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

#### **Schedule No. 3. Design Services**

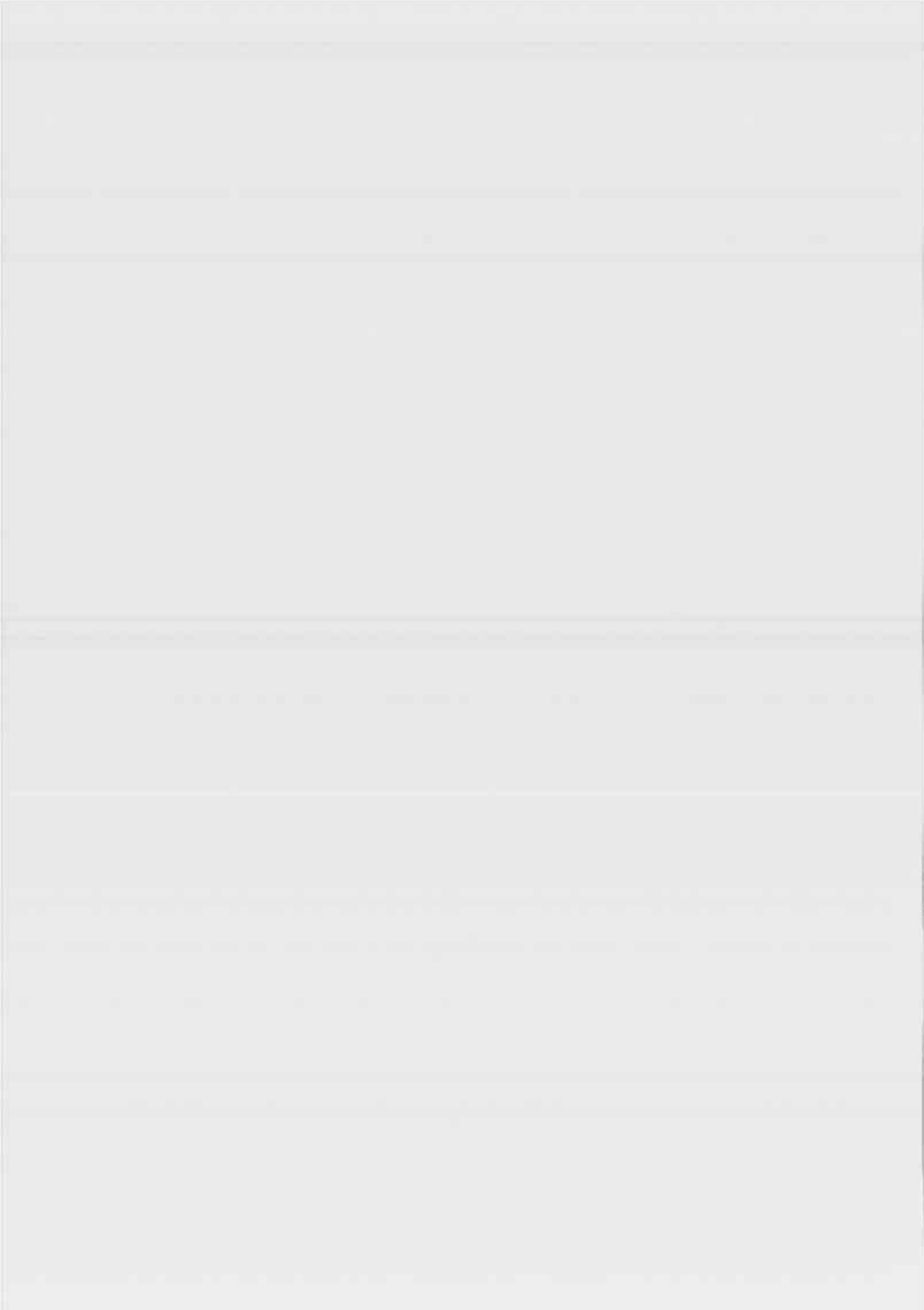
In respect of design services for both the foreign currency and the local currency portions, the following payments shall be made:

Ten percent (10%) of the total design services amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of KPLC.

Ninety percent (90%) of the total or pro rata design services amount upon acceptance of design in accordance with GCC Clause 20 by the Project Manager within forty-five (45) days after receipt of invoice.

#### **Schedule No. 4. Installation Services**

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:



## APPENDIX 2. PRICE ADJUSTMENT

Where the Contract Period (excluding the Defects Liability Period) exceeds eighteen (18) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labor and material components. In such cases the Tendering document shall include in this Appendix 2 a formula of the following general type, pursuant to GCC Sub-Clause 11.2.

Where Contracts are of a shorter duration than eighteen (18) months or in cases where there is to be no Price Adjustment, the following provision shall not be included. Instead, it shall be indicated under this Appendix 2 that the prices are to remain firm and fixed for the duration of the Contract.

### Sample Price Adjustment Formula

If in accordance with GCC 11.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_1 = P_0 \times \left( a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

$P_1$  = adjustment amount payable to the Contractor

$P_0$  = Contract price (base price)

$a$  = percentage of fixed element in Contract price ( $a = \%$ )

$b$  = percentage of labor component in Contract price ( $b = \%$ )

$c$  = percentage of material and equipment component in Contract price ( $c = \%$ )

$L_0, L_1$  = labor indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

$M_0, M_1$  = material and equipment indices in the country of origin on the base date and the date for adjustment, respectively

N.B.  $a+b+c = 100\%$ .

### Conditions Applicable to Price Adjustment

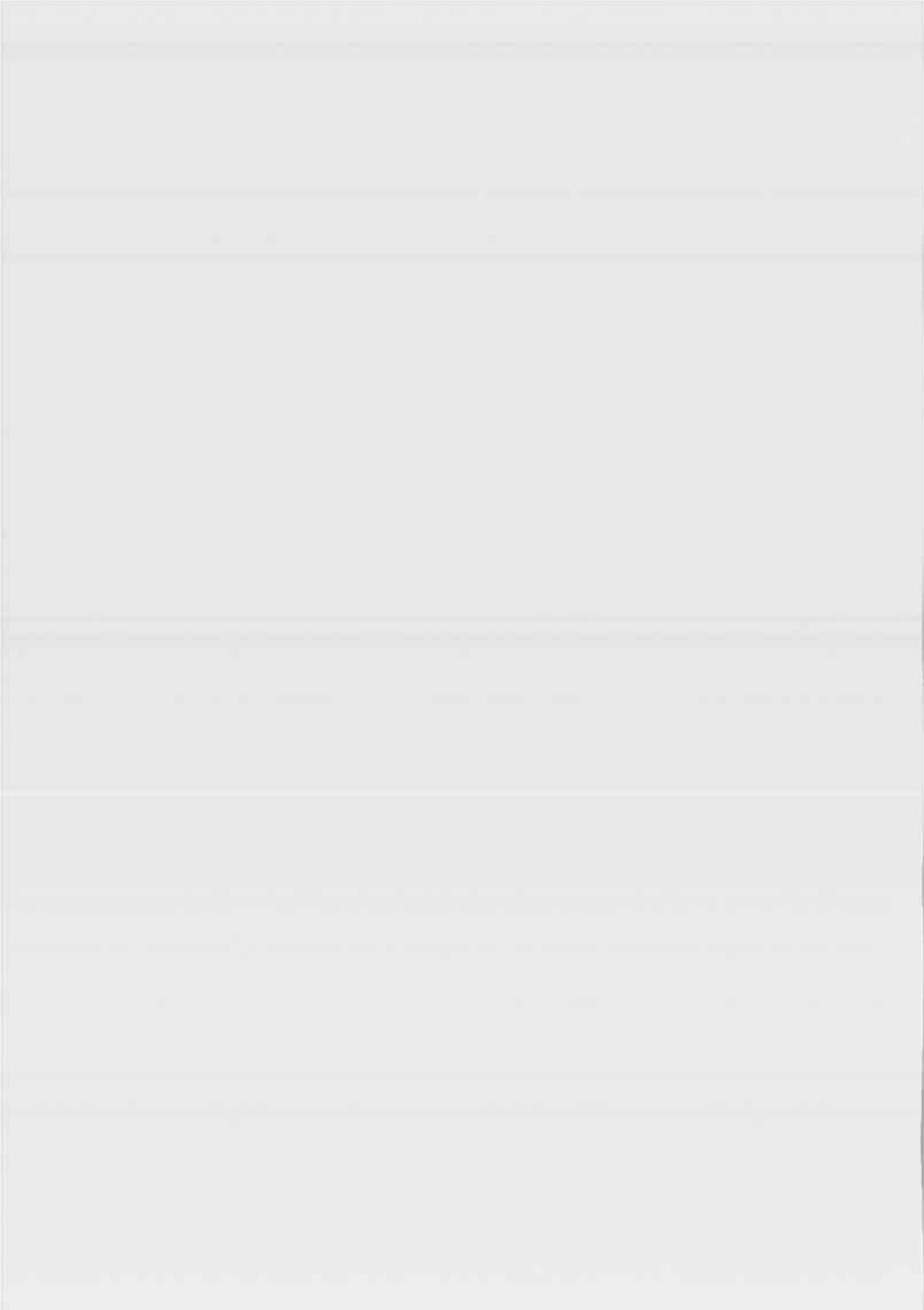
The Tenderer shall indicate the source of labor and materials indices, source of exchange rates and the base date indices in its Tender.

Item   Source of Indices Used   Base Date Indices

The base date shall be the date twenty-eight (28) days prior to the Tender closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.

The following conditions shall apply:





### APPENDIX 3. INSURANCE REQUIREMENTS

#### Insurances to be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of KPLC, such approval not to be unreasonably withheld.

**a) Cargo Insurance**

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount Deductible Limits Parties insured from To

**b) Installation All Risks Insurance**

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount Deductible Limits Parties insured from To

**c) Third Party Liability Insurance**

Covering bodily injury or death suffered by third parties (including KPLC's personnel) and loss of or damage to property (including KPLC's property and any parts of the Facilities that have been accepted by KPLC) occurring in connection with the supply and installation of the Facilities.

Amount	Deductible Limits	Parties insured	from	To
--------	-------------------	-----------------	------	----

**d) Automobile Liability Insurance**

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

**e) Workers' Compensation**

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

**f) KPLC's Liability**

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

**g) Other Insurances**

The Contractor is also required to take out and maintain at its own cost the following insurances:

**Details:**

Amount Deductible Limits Parties insured from To KPLC shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third-Party Liability, Workers' Compensation and KPLC's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Cargo, Workers' Compensation and KPLC's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

#### Insurances to Be Taken Out by KPLC



## APPENDIX 4. TIME SCHEDULE



**APPENDIX 6. SCOPE OF WORKS AND SUPPLY BY KPLC**

The following personnel, facilities, works and supplies will be provided/supplied by KPLC, and the provisions of GCC Clauses 10, 21 and 24 shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by KPLC in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub-Clause 18.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel                      Charge to Contractor (if any)

Facilities                      Charge to Contractor (if any)

Works                          Charge to Contractor (if any)

Supplies                      Charge to Contractor (if any)

UNIVERSITY OF CHICAGO

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2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060

## APPENDIX 8. FUNCTIONAL GUARANTEES

### 1. General

This Appendix sets out

- a) The functional guarantees referred to in GCC Clause 28 (Functional Guarantees)
- b) The pre-conditions to the validity of the functional guarantees, either in production and/or consumption, set forth below
- c) The minimum level of the functional guarantees
- d) The formula for calculation of liquidated damages for failure to attain the functional guarantees.

### 2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

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### 3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

#### 3.1 Production Capacity

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and/or

#### 3.2 Raw Materials and Utilities Consumption

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### 4. Failure in Guarantees and Liquidated Damages

#### 4.1 Failure to Attain Guaranteed Production Capacity

If the production capacity of the facilities attained in the guarantee test, pursuant to GCC Sub-Clause 25.2, is less than the guaranteed figure specified in para. 3.1 above, but the actual production capacity attained in the guarantee test is not less than the minimum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to KPLC in lieu of making changes, modifications and/or additions to the Facilities, pursuant to GCC Sub-Clause 28.3, then the Contractor shall pay liquidated damages at the rate of ..... for every complete one percent (1%) of the deficiency in the production capacity of the Facilities, or at a proportionately reduced rate for any deficiency, or part thereof, of less than a complete one percent (1%).

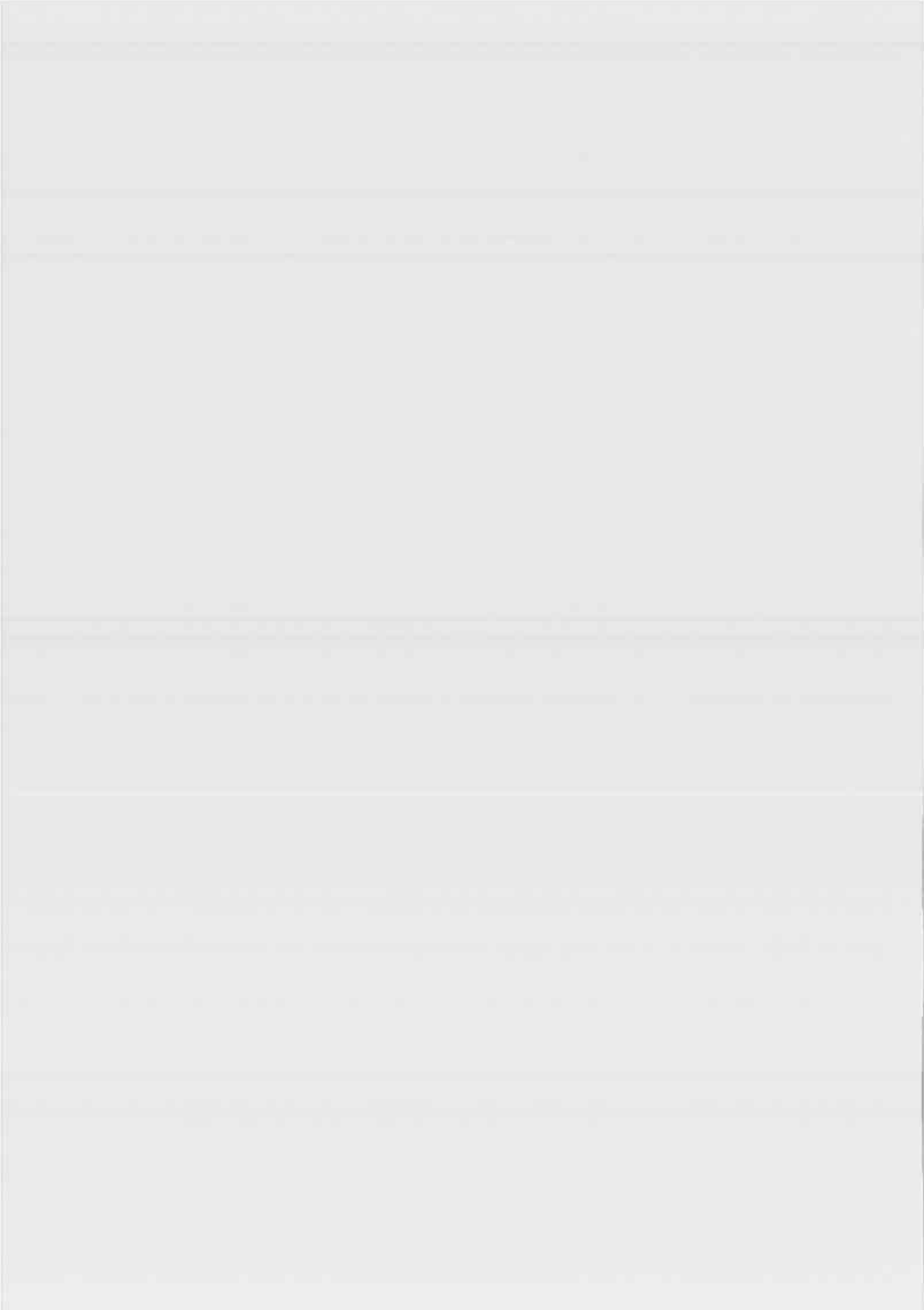
#### 4.2 Raw Materials and Utilities Consumption in Excess of Guaranteed Level

If the actual measured figure of specified raw materials and utilities consumed per unit (or their average total cost of consumption) exceeds the guaranteed figure specified in para.3.2 above (or their specified average total cost of consumption), but the actual consumption attained in the guarantee test, pursuant to GCC Sub-Clause 25.2, is not more than the maximum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to KPLC in lieu of making changes, modifications and/or additions to the Facilities pursuant to GCC Sub-Clause 28.3, then the Contractor shall pay liquidated damages at the rate of [ amount in the contract currency] for every complete one percent (1%) of the excess consumption of the Facilities, or part thereof, of less than a complete one percent (1%).

#### 4.3 Minimum Levels

Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees (and consumption guarantees) are not attained by the Contractor, the Contractor shall at its own cost make good any deficiencies until the Facilities reach any of such minimum performance levels, pursuant to GCC Sub-Clause 28.2:

- a) production capacity of the Facilities attained in the guarantee test: ninety-five percent (95%) of the





## PERFORMANCE SECURITY FORM

### OPTION 1 – Demand 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.

[Guarantor Form head or SWIFT identifier code]

Beneficiary: \_\_\_\_\_ [insert name and Address of KPLC]

Date: \_\_\_\_\_ [Insert date of issue]

PERFORMANCE 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 \_\_\_\_\_ (herein after called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (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 Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ('\_\_\_\_\_'), 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 there in. This guarantee shall be reduced by half upon our receipt of:

- a) A copy of the Operational Acceptance Certificate; or
- b) a registered Form from the Applicant (i) attaching a copy of its notice requesting issuance of the Operational Acceptance Certificate and (ii) stating that the Project Manager has failed to issue such Certificate within the time required or provide in writing justifiable reasons why such Certificate has not been issued, so that Operational Acceptance is deemed to have occurred.

This guarantee shall expire no later than the earlier of:<sup>2</sup>

- a) twelve months after our receipt of either (a) or (b) above; or
- b) eighteen months after our receipt of:
  - i) a copy of the Completion Certificate; or
  - ii) a registered Form from the Applicant, attaching a copy of the notice to the Project Manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the Project Manager has failed to issue a Completion Certificate or in form the Applicant in writing of any defects or deficiencies; or
  - iii) a registered Form from the Applicant stating that no Completion Certificate has been issued but KPLC



of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.

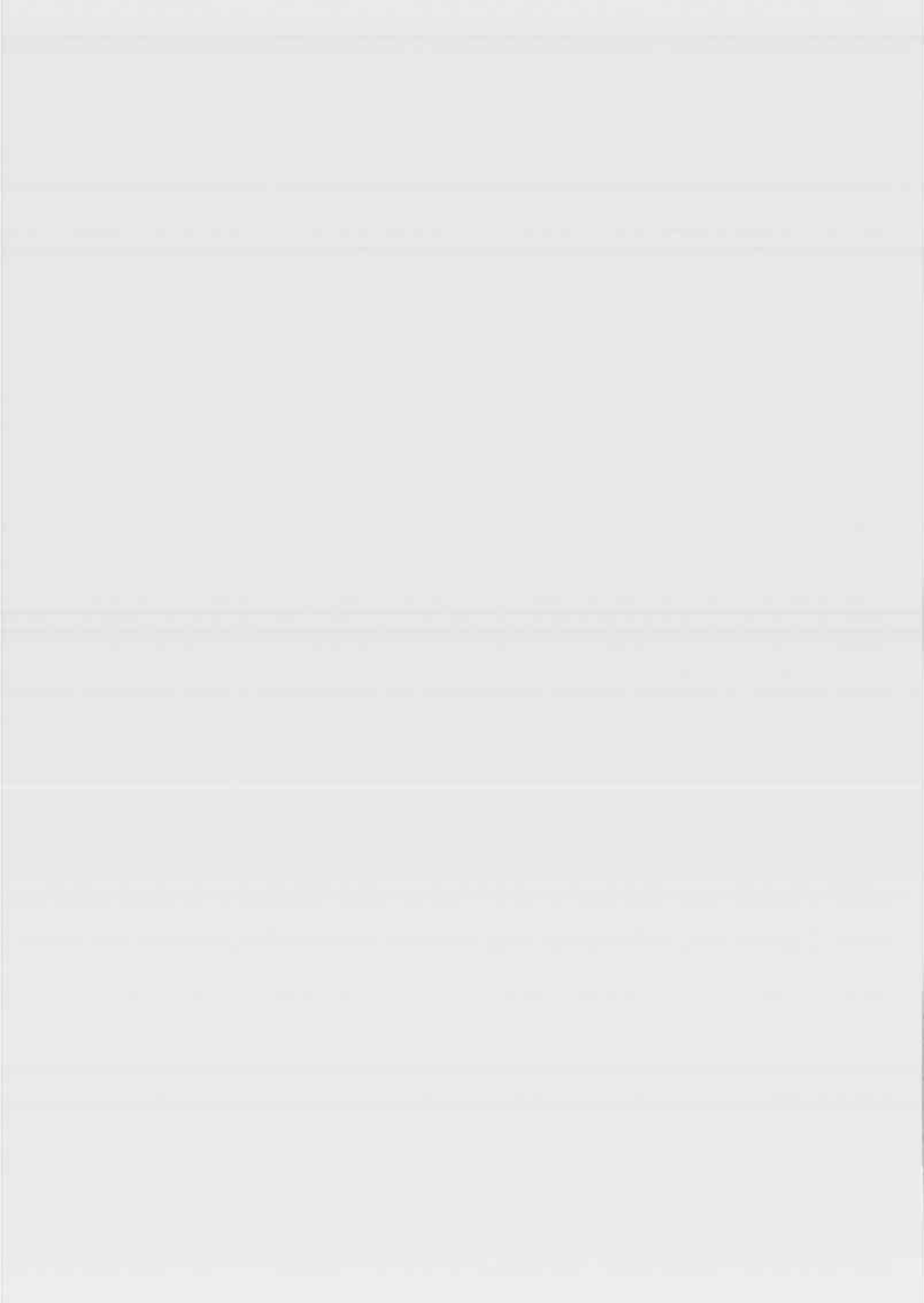
**3. The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – "guarantees@kplc.co.ke"**

**4. The Tender validity period is one hundred and eighty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.**

*The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to KPLC.*

*This text shall be revised as and where necessary to take into account (i) partial acceptance of the Facilities in accordance with Sub-Clause 25.4 of the GCC; and (ii) extension of the Performance Security when the Contractor is liable for an extended warranty obligation pursuant to Sub-Clause 27.10 of the GCC (although in this latter case KPLC might want to consider an extended warranty security in lieu of the extension of the Performance Security).*

*Insert the date twenty-eight days after the expected expiration date of the Defect Liability Period. KPLC should note that in the event of an extension of the time 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 pen ultimate 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 KPLC's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



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



---

<sup>4</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to KPLC.

<sup>5</sup>Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity 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, the Procuring Entity 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 request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."





	Email address				
	Occupation or profession				
	<b>Details of all Beneficial Owners</b>	<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
<b>2.</b>	Full Name; National identity card number or Passport number; Personal Identification Number (where applicable) Nationality(ies): Date of birth [dd/mm/yyyy] Postal address; Residential address; Telephone number; Email address; Occupation or profession;	Directly----- ----- % of shares  Indirectly--- ----- % of shares	Directly..... .....% of voting rights  Indirectly----- --- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... ...  Indirect..... ...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No----  2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....
<b>3.</b>					
<b>e.t</b>					
<b>.c</b>					

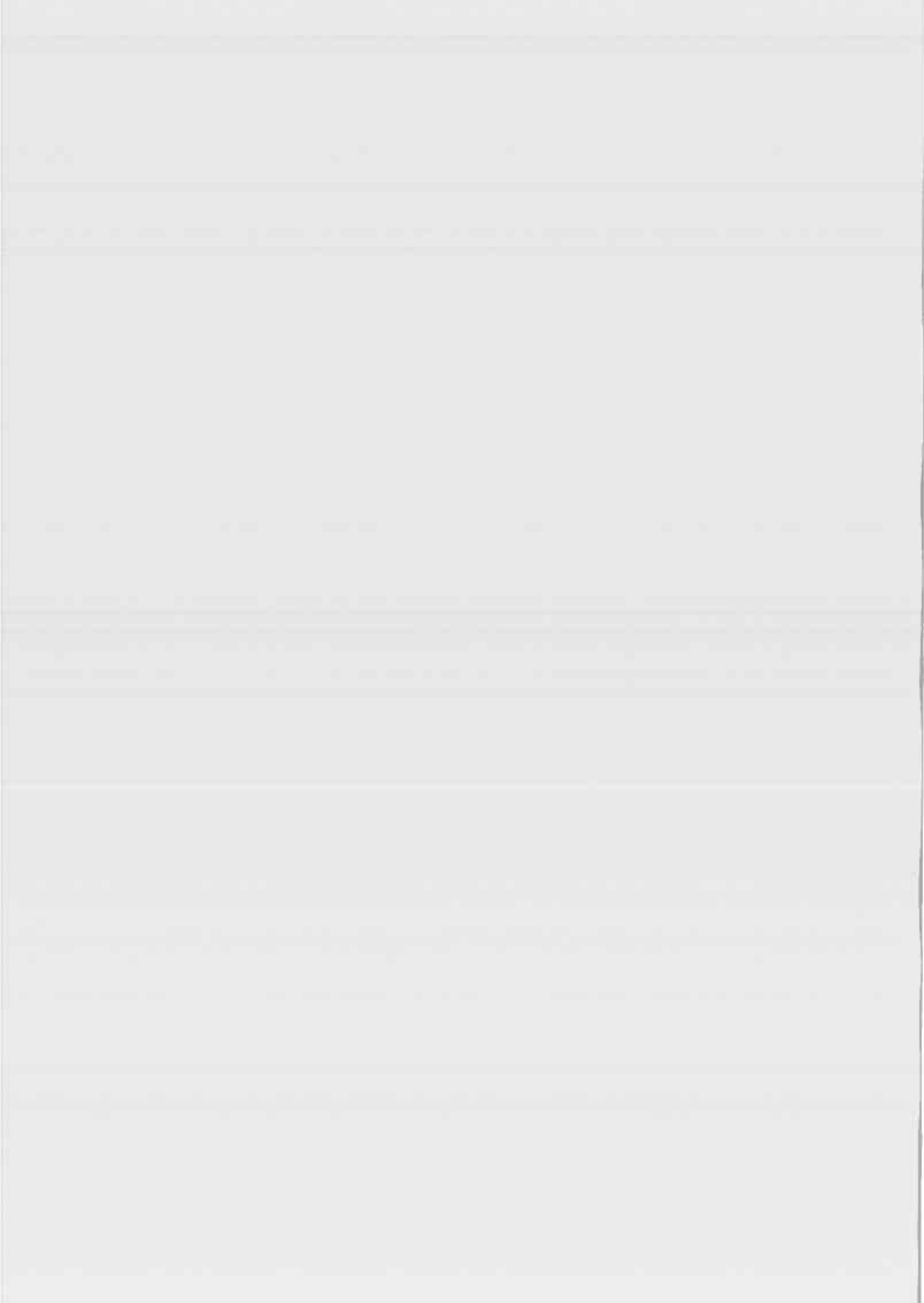


## GUARANTEED TECHNICAL PARTICULARS

S/N		KPLC requirement	Suppliers Response (State Compliance)
A1	<b>Crystalline solar PV modules</b>		
	<ul style="list-style-type: none"> <li>• Module manufacturer class – Tier 1</li> <li>• Rated maximum power (<math>P_{max}</math>) <math>\geq</math> 545W (at STC)</li> <li>• Module type: Monocrystalline</li> <li>• <math>V_{oc} \geq</math> 49V</li> <li>• <math>I_{sc} \geq</math> 13A</li> <li>• Module efficiency <math>\geq</math> 21%</li> </ul>	<ul style="list-style-type: none"> <li>• Confirm Compliance and Attach specifications/ data sheets</li> </ul>	
A2	<b>Hybrid inverter charger and its accessories.</b>		
	<ul style="list-style-type: none"> <li>• Power rating – 10kW</li> <li>• 3 phase AC output</li> <li>• 48V VDC battery</li> <li>• Compatible with Lithium batteries</li> <li>• MPPT Tracker</li> <li>• The inverter chargers shall have bidirectional AC power flow capabilities to facilitate charge and discharge of the batteries as appropriate.</li> <li>• Minimum Ingress Protection (IP) rating of IP54</li> <li>• Compliant to the Kenyan grid code requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Confirm Compliance and Attach specifications/ data sheets</li> </ul>	
A3	<b>Grid-tie inverter and its accessories</b>		
	<ul style="list-style-type: none"> <li>• Rated power -10kW</li> <li>• 3 phase AC output</li> <li>• No. of MPP Trackers 2.</li> <li>• Minimum Ingress Protection (IP) rating of IP54</li> <li>• Compliant to the Kenyan grid code requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Confirm Compliance and Attach specifications/ data sheets</li> </ul>	
A4	<b>Lithium Ion Phosphate storage battery packs and its accessories including the mounting racks</b>		
	<ul style="list-style-type: none"> <li>• Rating - 5.12KWh Lithium 51.2V 100Ah</li> <li>• Battery Type - LiFePO4 Lithium Iron Phosphate Rechargeable Battery</li> <li>• Built-in BMS</li> <li>• Long life (<math>\geq</math> 6,000 cycles at <math>\geq</math> 80% DoD)</li> <li>• Capability for series/ or parallel connections</li> </ul>	<ul style="list-style-type: none"> <li>• Confirm Compliance and Attach specifications/ data sheets</li> </ul>	
A5	<b>AC breakers/Fuses and protection</b>		



	<ul style="list-style-type: none"> <li>• Size - <math>\geq 6\text{mm}^2</math> (Appropriate for the system designed)</li> <li>• Voltage rating <math>\geq 1000\text{VDC}</math>.</li> <li>• Insulation: XLPE</li> <li>• UV and weather resistant suitable for outdoor application.</li> <li>• Colours – Red and Black</li> </ul> <p><b>Battery cables</b></p> <ul style="list-style-type: none"> <li>• Cable type: Battery cable</li> <li>• Conductor material: Copper</li> <li>• Insulation Material – PVC</li> <li>• Cable size - <math>\geq 35\text{mm}^2</math> (Appropriate for the system designed)</li> <li>• Colours – Red and Black</li> </ul> <p>The size of the DC cables and overall design shall be done to keep the voltage drop and losses to the acceptable minimum levels. Permissible Wire Drop on DC side shall be <math>\leq 2\%</math>.</p> <p>The bidder shall supply installation accessories, which are required for complete installation and termination of the cables.</p>		
<b>A10</b>	<b>PV Mounting Support Structures for 20 no. Solar panels of required specification (according to the site requirements and supervisor Engineer instructions) anchored to the 40 ft container roof.</b>		
	<ul style="list-style-type: none"> <li>• The structure shall be fixed corrosion resistant hot dip galvanized metallic as per ISO 1461:2009 or equivalent approved metallic/alloy structures of adequate strength and appropriate design where PV modules are mounted.</li> <li>• It shall support 20 Solar PV modules on top of a 40ft container roof at a given orientation, absorb and transfer the mechanical loads to the roof.</li> <li>• The array mounting structure shall be designed to enable optimum solar power generation by the modules.</li> </ul>	<ul style="list-style-type: none"> <li>• Confirm Compliance and attach drawings</li> </ul>	
<b>A11</b>	<b>Low voltage panel (AC Distribution Board –ACDB) with all its accessories (i.e. breakers, changeover/selector switches, contactors, provision for three 3-phase bi-directional meters...etc.) needed for complete connection of the PV system components , loads and 50kVA grid integration transformer.</b>		
	<p>The AC power output of the inverter(s) shall be directly fed to the low voltage panel/ACDB. The terminals will be connected to bus-bar arrangement of proper sizes.</p>	<ul style="list-style-type: none"> <li>• Attach drawings</li> </ul>	



**SITE VISIT FORM**

**CONFIRMATION OF SITE VISIT AT IESR**

Name of Tenderer..... Date of

Visit.....

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

.....

Position.....

Qualification:..... Signature.....

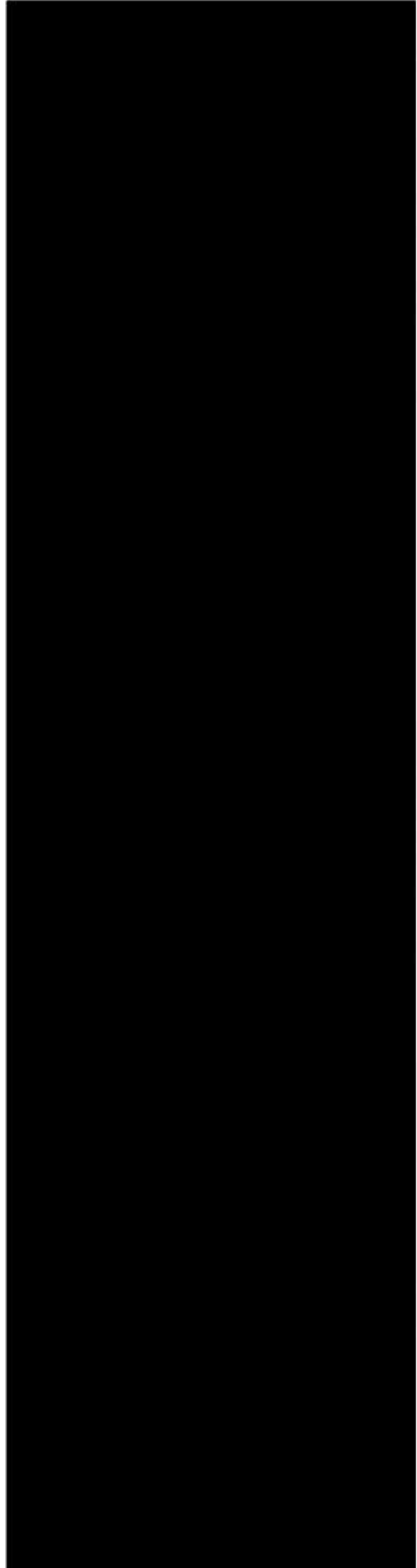
Tenderer's Official Stamp.....

**Site Visit conducted by Employer's Authorised Officer's**

Name .....

Signature: .....

Date: .....



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