



**TENDER NO. KP1/9A.2/OT/046/ICT/20-21 FOR FIBER OPTIC  
CABLE NETWORK EXTENSION-PHASE IV**

APRIL 2021

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

TENDER DOCUMENT FOR WORKS

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## TABLE OF CONTENTS

### Contents

SECTION I - INVITATION TO TENDER .....	3
SECTION II - TENDER SUBMISSION CHECKLIST .....	4
SECTION III - INSTRUCTIONS TO TENDERERS.....	7
SECTION V - PRICE SCHEDULE FOR GOODS .....	34
SECTION VI - EVALUATION CRITERIA .....	38
SECTION VIII – SPECIAL CONDITIONS OF CONTRACT .....	55
SECTION IX - TENDER FORM.....	56
SECTION X – CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	58
SECTION XI A - TENDER SECURITY FORM – (BANK GUARANTEE).....	61
SECTION XI B - TENDER SECURITY FORM (SACCO SOCIETY, DEPOSIT TAKING MICRO FINANCE INSTITUTIONS, WOMEN ENTERPRISE FUND & YOUTH ENTERPRISE FUND) .....	64
SECTION XI C - TENDER SECURITY – (LETTERS OF CREDIT) .....	67
SECTION XII A - MANUFACTURER’S AUTHORIZATION FORM.....	69
SECTION XIIB - MANUFACTURER’S WARRANTY FORM.....	70
SECTION XIII - DECLARATION FORM .....	71
SECTION XIV – DRAFT LETTER OF NOTIFICATION OF AWARD.....	72
SECTION XVI - CONTRACT AGREEMENT FORM .....	74
SECTION XVII A - PERFORMANCE SECURITY FORM (BANK GUARANTEE)...	79
SECTION XVII B - PERFORMANCE SECURITY (LC) .....	82
SECTION XVIII – SUBCONTRACTORS .....	84
SECTION XIX - PREVIOUS EXPERIENCE WITH SIMILAR WORK.....	85
SECTION XX - SUPPLIER EVALUATION FORM .....	86
SECTION XXI - THE TECHNICAL SPECIFICATIONS.....	89

## **SECTION I - INVITATION TO TENDER**

**APRIL 2021**

### **TENDER NO: KP1/9A.2/OT/046/ICT/20-21 FOR FIBER OPTIC CABLE NETWORK EXTENSION PHASE IV**

#### **1.1 Introduction.**

The Kenya Power & Lighting Company Plc (KPLC) invites bids from eligible Tenderers for Design, Supply and Commissioning of Fiber Optic Network and Related Services. Interested Eligible Tenderers may obtain further information from the General Manager- Supply Chain, The Kenya Power & Lighting Company Plc at Stima Plaza, 3<sup>rd</sup> Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

#### **1.2 Obtaining tender documents.**

- 1.2.1 Tender documents detailing the requirements may be obtained from the KPLC E-Procurement Portal.

#### **1.3 Submission of Tender documents**

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

#### **1.4 Prices**

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

#### **1.5 Opening of submitted Tenders**

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

#### **1.6 Mandatory Pre-bid meeting and Site visit**

There shall be a **mandatory virtual pre-bid meeting** and **site visit** to be held thereafter, see the schedule on Appendix to ITT.

## **SECTION II - TENDER SUBMISSION CHECKLIST**

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

<b>No.</b>	<b>Item</b>	<b>Tick Where Provided</b>
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 , stamped and signed Tender Form	
4.	Copy of Company or Firm’s Registration Certificate	
5.	Copy of PIN Certificate	
6.	Copy of Valid Tax Compliance Certificate	
7.	Duly filled stamped and signed Confidential Business Questionnaire (CBQ)	
8.	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers	
9.	Valid and current Business Permit where the business operations of tenderer are domiciled(Physical Location)	
10.	Company profile describing the background of the company and its operations	
11.	Functional email, postal and physical address of the business	
12.	Valid and current Communication Authority Certificate for Telecommunications Contractor	
13.	Current and Valid Energy and Petroleum Regulatory Authority A1 Electrical Contractor Certificate	
14.	Current and Valid National Construction Authority NCA1 in Electrical Engineering Service	
15.	Experience in previous and on-going Fiber Optic Cable Network construction.  Bidders MUST provide the Contract / copies of Completion or Sign off certificates, names and addresses of at least three (3) clients who may be contacted for further information on these	

No.	Item	Tick Where Provided
	contracts for each of the works provided to be considered	
16.	Qualifications of the firms engineers indicating at least two (2) engineers certified in Fiber Works with over three (3) years' experience each.	
17.	Project Manager with at least 3 years' experience in managing Projects for Fiber plant with a minimum of 1000km of Outside Fiber Plant constructed on power lines. They should have a valid Project Management Professional Certification.	
18.	Original Manufacturers Authorization	
19.	Catalogues and Manufacturer's drawings	
20.	Price Schedule(s)	
21.	Schedule of requirements duly filled indicating items offered	
22.	Audited financial statements for the last three (3) years.	
23.	Work plan for design, delivery, installation, testing and commissioning including descriptive Gantt chart format.	
24.	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	

**\*NOTES TO TENDERERS**

1. **Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan Registered Tenderers must provide a valid Tax Compliance Certificate.**
2. **All Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).**

**TABLE OF PARAGRAPHS ON INSTRUCTIONS TO TENDERERS**

<b>Paragraph No.</b>	<b>Headings</b>	<b>Page No.</b>
3.1	Definitions .....	7
3.2	Eligible Tenderers .....	8
3.3	Declarations of Eligibility .....	9
3.4	Joint Venture .....	10
3.5	Time for Completion of Works .....	11
3.6	Source of Funding.....	11
3.7	Conflict of Interest.....	11
3.8	One Tender per Tenderer.....	11
3.9	Mandatory Pre-Bid Meeting and Site Visit.....	12
3.10	Cost of Tendering .....	12
3.11	Contents of the Tender Document .....	12
3.12	Clarification of Documents .....	13
3.13	Amendment of Documents.....	13
3.14	Language of Tender .....	14
3.15	Documents Comprising the Tender .....	14
3.16	Tender Forms.....	15
3.17	Tender Rates and Prices .....	15
3.18	Tender Currencies.....	15
3.19	Tenderer's Eligibility and Qualifications .....	16
3.20	Goods Eligibility and Conformity to Tender Documents .....	17
3.21	Demonstration(s), Inspection(s) and Test(s) .....	18
3.22	Warranty .....	18
3.23	Tender Security .....	19
3.24	Validity of Tenders .....	20
3.25	Alternative Offers .....	20
3.26	Preparation and Signing of the Tender .....	21
3.27	Deadline for Submission of Tenders .....	21
3.28	Modification and Withdrawal of Tenders.....	21
3.29	Opening of Tenders .....	22
3.30	Process to be Confidential.....	22
3.31	Clarification of Tenders and Contacting KPLC.....	22
3.32	Preliminary Tender Evaluation .....	23
3.33	Minor Deviations, Errors or Oversights .....	23
3.34	Technical Evaluation and Comparison of Tenders .....	23
3.35	Financial Evaluation .....	23
3.36	Preferences .....	24
3.37	Debarment of a Tenderer .....	25
3.38	Confirmation of Qualification for Award .....	25
3.39	Award of Contract.....	25
3.40	Termination of Procurement Proceedings .....	25
3.41	Notification of Award.....	25
3.42	Clarifications with the Successful Tenderer (s) .....	26
3.43	Signing of Contract.....	26
3.44	Performance Security.....	27
3.45	Corrupt or Fraudulent Practices .....	27

### **SECTION III - INSTRUCTIONS TO TENDERERS**

#### **3.1 Definitions**

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the KPLC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“NCA” wherever appearing means the National Construction Authority or its successor(s) and assign(s) where the context so admits*
- g) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- h) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- i) *“The Procuring Entity” means The Kenya Power and Lighting Company Plc or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- j) *“The Tenderer” means the person(s) submitting its Tender for the performance of Works in response to the Invitation to Tender. This may include a business name, joint venture, private or public company, government owned institution or any combination of one or more of them.*
- k) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- l) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- m) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

- n) *“Works” means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.*
- m) *KPLC’s “authorised person” shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*
- n) *Citizen contractors-a firm shall be qualified as a citizen contractor if its owners and shareholders are Kenyan citizens*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

### **3.2 Eligible Tenderers**

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

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

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

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

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

- 3.2.2 In addition the tenderer shall be considered ineligible to bid, where in Case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.1 above.
- 3.2.3 Collusion or Agreements between eligible tenderers to directly or indirectly fix prices or any other trading conditions is prohibited. Where this is discovered, the tenderers involved will not be eligible for award and shall be disqualified.



- 3.2.4 Notwithstanding any other provisions of this tender, the Procuring Entity's employees, committee members, board members, and their relative (spouse and children) are not eligible to participate in this tender.
- 3.2.5 Despite the provisions of section 3.2.3 and 3.2.4, a tenderer having a substantial or controlling interest shall be eligible to bid where—
- (a) such tenderer has declared any conflict of interest; and
  - (b) performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.
- 3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.4 is also ineligible to participate in the tender.
- 3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KPLC to provide consulting

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

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

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

- 3.2.2 Collusion or Agreements between eligible tenderers to directly or indirectly fix prices or any other trading conditions is prohibited. Where this is discovered, the tenderers involved will not be eligible for award and shall be disqualified.

### **3.3 Declarations of Eligibility**

- 3.3.1 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.3.1, 3.3.2 and 3.3.4 above.
- 3.3.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.3.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

### 3.4 Joint Venture

- 3.4.1 Tenders submitted by a joint venture (JV) of two or more firms (consortium), as partners shall comply with the following requirements: -
- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
  - b) One of the partners shall be nominated and authorized as being lead contractor. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners/directors.
  - c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
    - (i.) for local and citizen contractors, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
    - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
  - d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.
- 3.4.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.5.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- 3.4.3 The JV must be in either of the following forms –
- a) A registered JV agreement. The registration may either be :-
    - (i.) At the Ministry of Transport, Infrastructure, Housing and Urban Development or,
    - (ii.) At the Office of the Attorney General, or
    - (iii.) NCA
  - b) A Letter of Intent to enter into a joint venture including a draft JV Agreement indicating at least the part of the Works to be executed by the respective partners.
  - c) The JV agreement should be signed by at least two directors from each company or firm that is a party to the JV
  - d) The JV agreement must be under the company or firm seal
  - e) The Letter of Intent should be signed by at least one director from each company or firm that is a party to the intended joint venture
- 3.4.4 A copy of the agreement entered into, or Letter of Intent by the joint venture partners shall be submitted with the tender.

### **3.5 Time for Completion of Works**

The successful Tenderer will be expected to complete the Works by the required completion period as specified in the ITT Table.

### **3.6 Source of Funding**

KPLC has set aside funds during the present financial year. It is intended that part of the proceeds of funds will be applied to cover the eligible payments under the ensuing contract for these Works.

### **3.7 Conflict of Interest**

3.7.1 A Tenderer (*including all members of a joint venture and subcontractors*) shall not have a conflict of interest. A Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process if they: -

- a) are associated or have been associated in the past directly or indirectly with employees or agents of KPLC or a member of the Board or committee of KPLC
- b) are associated or have been associated in the past directly or indirectly with a firm or company or any of their affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the execution, completion and maintenance of the Works under this Invitation to Tender
- c) have controlling shareholders in common with (b) above
- d) receive or have received any direct or indirect subsidy from any of them
- e) have a relationship with each other, either directly or through common third parties, that puts them in a position to have access to information about, or influence on the tender of another Tenderer, or influence the decisions of KPLC regarding this tendering process
- f) submit more than one Tender in this tendering process.

3.7.2 A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the Works and related services that are the subject of this Tender.

### **3.8 One Tender per Tenderer**

3.8.1 A firm or company shall submit only one Tender in the same tendering process, either individually or as a partner in a joint venture.

3.8.2 No firm or company can be a sub-contractor while submitting a Tender individually or as a partner in a joint venture in the same tendering process.

3.8.3 A company or firm, if acting in the capacity of sub-contractor in any Tender may participate in more than one Tender but only in that capacity.

3.8.4 A Tenderer who submits or participates in more than one tender (*other than as a sub-contractor or in cases of alternatives that have been permitted or requested*) will cause all tenders in which the Tenderer has participated to be disqualified.

### **3.9 Mandatory Pre-Bid Meeting and Site Visit**

- 3.9.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the site of Works and its surrounding and obtain all information that may be necessary for preparing the tender and entering into a contract for the Works. The cost of visiting the site shall be at the Tenderer's own expense.
- 3.9.2 KPLC shall conduct a pre-bid meeting and sample site visit. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.9.3 The Tenderer's designated representative is invited to attend a site visit and pre-bid meeting which if convened will take place at the venue and time stipulated in the ITT TABLE.
- 3.9.4 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach KPLC before the pre-bid meeting.
- 3.9.5 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting will be transmitted within the time stated in the ITT TABLE to all purchasers of the Tender Document.
- 3.9.6 Non-attendance during the **Mandatory pre-bid meeting and Sample site visit** will be a cause of disqualification of the Tender unless specified to the contrary in the ITT TABLE.

### **3.10 Cost of Tendering**

- 3.10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **3.11 Contents of the Tender Document**

- 3.11.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.14 of these Instructions to Tenderers:

-

- a) *Invitation to Tender*
- b) *Tender Submission Checklist*
- c) *Instructions to Tenderers*
- d) *Bid Data Sheet*
- e) *Schedule of Requirements*
- f) *Bill of Quantities*
- g) *Summary of Evaluation Process/Evaluation Criteria*
- h) *General Conditions of Contract*
- i) *Special Conditions of Contract s*
- j) *Technical Specifications*
- k) *Drawings*

- l) *Tender Form*
- m) *Confidential Business Questionnaire Form*
- n) *Manufacturer's Authorization Form*
- o) *Manufacturer's Warranty*
- p) *Tender Security Forms*
- q) *Declaration Form*
- r) *Contract Agreement Form*
- s) *Performance Security Forms*
- t) *Proposed Work Program (Work method & schedule)*

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

### **3.12 Clarification of Documents**

A prospective Tenderer requiring any clarification of the Tender Document may notify the General Manager Supply Chain in writing and ensure receipt is acknowledged at KPLC's Physical address indicated on the Tender Document. KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPLC. Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be published and accessible to all prospective Tenderers on the KPLC's tendering portal.

### **3.13 Amendment of Documents**

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

### 3.14 Language of Tender

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

### 3.15 Documents Comprising the Tender

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

- a) *Declaration Form, Tender Form and Priced Bill of Quantities (BQ) duly completed*
- b) *Documentary evidence that the Works and any ancillary services thereto to be performed by the Tenderer conform to the tender documents*
- c) *Technical Proposal in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the Works requirements and the completion time. Those details should include the following: -*
  - (i.) *a statement of work methods and schedule i.e. Methodology*
  - (ii.) *major items of equipment proposed to carry out the Contract*
  - (iii.) *an undertaking that the items in c (ii) will be available for the execution of the Contract.*
- d) *Tender Security furnished in accordance with the Tender requirements*
- e) *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements.*
- f) *A detailed list of previous clients as prescribed in the ITT Table for similar Works on tender and their contact addresses including e-mail shall be submitted with the Tender for the purpose of reference, or for evaluation*
- g) *Statement of Deviations, if any, from the tender requirements on a separate sheet of paper clearly indicating –*
  - (i.) *the specific tender document requirement*
  - (ii.) *the deviation proposed by the Tenderer*
  - (iii.) *the technical specifications of the deviation*
  - (iv.) *the design, if any, of the deviation*
  - (v.) *justification or reason for the deviation*
  - (vi.) *the Tenderer's cost of that deviation and the Tenderer's estimate of the cost of complying with KPLC's requirement without the deviation.*
- h) *In case of a tender submitted by a joint venture, either of the following –*
  - (i.) *the registered joint venture agreement, or,*

- (ii.) *a Letter of Intent to enter into a joint venture including a draft JV agreement indicating at least the part of the Works to be executed by the respective partners.*
- j) *Any information or other materials required to be completed and submitted by Tenderers as specified in the Tender Document*

### **3.16 Tender Forms**

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Works to be performed, a brief description of the Works, quantities, and prices amongst other information required.

### **3.17 Tender Rates and Prices**

- 3.17.1 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.
- 3.17.2 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.
- 3.17.3 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.
- 3.17.4 Price Schedule and/or BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.17.5 For the avoidance of doubt, Tenderers shall quote on Delivered Duty Paid (*DDP*) basis. No other basis shall be accepted for evaluation, award or otherwise.
- 3.17.6 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.
- 3.17.7 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.

### **3.18 Tender Currencies**

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

### **3.19 Tenderer's Eligibility and Qualifications**

- 3.19.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to execute, complete and maintain the Works in the contract if its Tender is accepted.
- 3.19.2 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 eg. 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, ERC, the National Treasury, the County Treasury or any other relevant authorised 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.*
- 3.19.3 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

### **3.20 Goods Eligibility and Conformity to Tender Documents**

- 3.20.1 Pursuant to paragraph 3.3 of this Section, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tender Document of all Goods that the Tenderer proposes to supply under the contract.
- 3.20.2 The documentary evidence of the eligibility of the Goods shall consist of a statement in the Price Schedule of the country of origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 3.20.3 The documentary evidence of conformity of the Goods to the Tender Document may be in the form of literature, drawings and data, and shall consist of: -
- a) *a detailed description of the essential technical and performance characteristics of the Goods whether in brochures, catalogues, drawings or otherwise,*
  - b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing functioning of the Goods for a minimum period of three (3) years, following commencement of the use of the Goods by KPLC, and,*

- c) *Duly completed Schedule of Guaranteed Technical Particulars (GTP) as per Tender Specifications demonstrating substantial responsiveness of the Goods and service to those specifications and, if any, a statement of deviations and exceptions to the provisions of the Technical Specifications.*

3.20.4 For all Goods offered, the Tenderer shall be required to demonstrate that the Goods or products conform to required standards by evidence of a Type Test Certificate and its Report, or, Test Certificates and their Reports issued by a **third party** testing **laboratory** accredited to ISO/IEC 17025. A copy of the accreditation certificate to ISO/IEC 17025 **of the testing laboratory** shall be submitted together with the tender. KPLC reserves the right to subject the certificate(s) to authentication. **Type Test Certificates and Type Test Reports shall NOT be more than five (5) years old prior to the Date of the Tender document.**

### **3.21 Demonstration(s), Inspection(s) and Test(s)**

- 3.21.1 Where required, all Tenderers shall demonstrate ability of performance of the required Works in conformity with the schedule of requirements and/or Bills of Quantities.
- 3.21.2 KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.
- 3.21.3 The bidder shall meet the cost of demonstration, inspection and test while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its nominated officers inspecting and witnessing tests. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).
- 3.21.4 Demonstration and/or Inspection and/or Test Report(s) shall be completed upon conclusion of the demonstration/ inspection/ tests. This Report will be considered at time of evaluation and or award.

### **3.22 Warranty**

- 3.22.1 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.
- 3.22.2 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.

- 3.22.3 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.

### **3.23 Tender Security**

- 3.23.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelope with tender number and name, shall be deposited in the Tender Security Box on 3<sup>rd</sup> Floor Supply Chain Department – Stima Plaza on or before the opening date and time.
- 3.23.2 The tender security shall be either one or a combination of the following: -
- a) an original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya (CBK) that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document. The bank must be located in Kenya.
  - b) For local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
  - c) For foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
  - d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form
- 3.23.3 The Tender Security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.23.10.
- 3.23.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by a commercial bank located in Kenya and licensed by the Central Bank of Kenya or a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund. The bank or institution must be located in Kenya.
- 3.23.5 The Tender Security shall be valid for **thirty (30) days** beyond the validity of the tender.
- 3.23.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank/institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall

not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank/institution within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.

- 3.23.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.35.
- 3.23.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
  - a) *the procurement proceedings are terminated*
  - b) *KPLC determines that none of the submitted Tenders is responsive*
  - c) *a contract for the procurement is entered into*
- 3.23.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.44 and furnishing an authentic Performance Security, pursuant to paragraph 3.23.
- 3.23.10 The Tender Security shall be forfeited –
  - a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
  - b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.44*
  - c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.23*
  - d) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.25.*
- 3.23.11 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.

### **3.24 Validity of Tenders**

- 3.24.1 Tenders shall remain valid for **one hundred and eighty (180) days** after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.29. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.24.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.25 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

### **3.25 Alternative Offers**

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

### **3.26 Preparation and Signing of the Tender**

- 3.26.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.26.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
  - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*
- In either case above, the Power of Attorney shall accompany the Tender.
- 3.26.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.
- 3.26.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 3.26.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of paragraph 3.21.
- 3.26.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to this paragraph 3.27.

### **3.27 Deadline for Submission of Tenders**

- 3.27.1 Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF form.
- 3.27.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.14, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

### **3.28 Modification and Withdrawal of Tenders**

- 3.28.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.
- 3.28.2 No Tender may be modified after the deadline for submission of Tenders.
- 3.28.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

### **3.29 Opening of Tenders**

- 3.29.1 KPLC shall open all Tenders promptly at the date and time specified in the KPLC tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.29.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.29.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.29.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

### **3.30 Process to be Confidential**

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

### **3.31 Clarification of Tenders and Contacting KPLC**

- 3.31.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.31.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.31.3 Save as is provided in this paragraph and paragraph 3.13 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the contract is awarded.

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

### **3.32 Preliminary Tender Evaluation**

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

### **3.33 Minor Deviations, Errors or Oversights**

- 3.33.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.
- 3.33.2 Such minor deviation -  
     *3.34.2.1 shall be quantified to the extent possible,*  
     *3.34.2.2 shall be taken into account in the evaluation process, and,*  
     *3.34.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.*
- 3.33.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

### **3.34 Technical Evaluation and Comparison of Tenders**

- 3.34.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Schedule of Requirements and/or BQs set out in the Tender Document and as per the prescribed Evaluation Criteria.
- 3.34.2 The Implementation Plan is a critical aspect of the Tender. KPLC requires that the Works shall be performed at the time specified in the ITT TABLE. KPLC's evaluation of a tender will also take into account the Work Plan proposed in the Tender.

### **3.35 Financial Evaluation**

- 3.35.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall include: -
- a) the rates and prices [which must be inclusive of insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable (where

applicable) and delivery to the premises of KPLC (where applicable) or other specified site(s)]

- b) Confirming if there are any deviations in the Payment Schedule from what is specified in the Special Conditions of Contract

3.35.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate prevailing on the date of tender closing provided by the Central Bank of Kenya.

### **3.36 Preferences**

3.36.1 Subject to availability and realization of the applicable international or local standards, only such manufactured articles, materials or supplies wholly mined and produced in Kenya shall be subject to preferential procurement.

3.36.2 Despite the above provisions, preference shall be given to —

- (a) manufactured articles, materials and supplies partially mined or produced in Kenya or where applicable have been assembled in Kenya; or
- (b) firms where Kenyans are shareholders.

3.36.3 The threshold for the provision under 3.37.2 (b) shall be above fifty-one percent of Kenyan shareholders.

3.36.4 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.

3.36.5 In the evaluation of tenders, exclusive preference shall be given to citizen contractors where the amount of the tender as evaluated is below Kshs. 500 Million in respect of works.

3.36.6 For purposes of this paragraph the Tenderer shall submit with its Tender, the following documents: -

- a) a valid copy of certificate or letter of Confirmation of Ownership or Partnerships and Shareholding (CR12) issued and signed by the Registrar of Companies or Registrar of Business Names both of the Office of the Attorney General of Kenya.
- b) The certificate must not be more than three (3) months old from the Date of the Tender Document. KPLC reserves the right to subject the certificate to authentication.
- c) A copy of the Memorandum and Articles of Association of the company
- d) In JV, sub-contracting or other contractual arrangements, copies of the Memorandum and Articles of Association of each company in the JV, sub-contracting or other contractual arrangements.



**3.37 Debarment of a Tenderer**

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

**3.38 Confirmation of Qualification for Award**

- 3.38.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.38.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.20 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.38.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

**3.39 Award of Contract**

- 3.39.1 KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

**3.40 Termination of Procurement Proceedings**

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

**3.41 Notification of Award**

- 3.41.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.41.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.41.3 Simultaneously, and without prejudice to the contents of paragraph 3.42, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.

- 3.41.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank/institution and/or the Tenderer and such Bank/institution discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

### **3.42 Clarifications with the Successful Tenderer (s)**

- 3.42.1 Clarifications may be undertaken with the successful Tenderer(s) relating to any or all of the following areas: -
- a) A minor alteration to the technical details of the Schedule of requirements and/or BQ's
  - b) Reduction of quantities for budgetary reasons where the reduction is in excess of any provided for in the Tender Document
  - c) A minor amendment to the SCC.
  - d) Finalizing payment arrangements
  - e) Mobilization arrangements e.g. operational details
  - f) Agreed final delivery or Work Plan to accommodate any changes required by KPLC.
  - g) Methodology and Staffing
  - h) Clarifying details that were not apparent or could not be finalized at the time of tendering
- 3.42.2 Clarifications shall not change the substance of the Tender.

### **3.43 Signing of Contract**

- 3.43.1 At the same time as KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.43.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC within that period of fourteen (14) days.
- 3.43.3 KPLC shall sign and date the Contract not earlier than fourteen (14) days from the date of notification of contract award. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.45.
- 3.43.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.43.5 Paragraph 3.45 together with the provisions of paragraph 3.44 will apply with necessary modifications with respect to the Tenderer notified under this sub-paragraph 3.42.4.

### **3.44 Performance Security**

3.44.1 Within fourteen (14) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security. The Performance Security shall be denominated in Kenya Shillings and shall be valid until a date sixty (60) days **beyond** the date of issue of the Certificate of Completion.

3.44.2 The Performance Security shall be either one or a combination of the following:

- a) An original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. The bank issuing the Bank Guarantee must be located in Kenya.
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

3.44.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (**10%**) of the contract price.

3.44.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

3.44.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.

3.44.6 Without prejudice to sub-paragraph 3.45.5, failure of the successful Tenderer to furnish an authentic Performance Security, during the existence of a running Contract, the Performance Security of the running Contract shall be liquidated by KPLC before expiry of the same.

### **3.45 Corrupt or Fraudulent Practices**

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

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;
- b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.
- 3.45.2 KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.45.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

### **APPENDIX INSTRUCTIONS TO TENDERERS**

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

No.	ITT Reference Clause	Particulars of Appendix
1.	<b>3.2 Eligible Tenderers</b>	<p><i>This Invitation to Tender is open to all tenderers. A manufacturer can quote directly OR authorize any number of Agents/Authorized Suppliers to quote products from their factory.</i></p> <p><i>Successful Tenderers shall perform the Works in accordance with this tender and the ensuing contract.</i></p>
2.	<b>3.5 Time for Completion of works</b>	<i>36 months</i>
3.	<b>3.9.3 Mandatory Pre-Bid Meeting and Site Visit</b>  <b>3.9.6 Attendance to the Sample site visit</b>	<p><i>In line with MOH Covid19 guidelines, there shall be; -</i></p> <ul style="list-style-type: none"> <li>• <i>A mandatory virtual pre-bid meeting to be held on 29<sup>th</sup> April, 2021 at 11am.</i></li> <li>• <i>Tenderers to provide their valid company email through emails on the cover page of the tender document by 28<sup>th</sup> April, 2021 before 2PM where a link to join the meeting will be shared</i></li> </ul>

		<ul style="list-style-type: none"> <li>• <i>Tenderers to ensure reliable data connectivity from their side.</i></li> <li>• <i>Site Visit schedule shall be provided in the pre-bid meeting</i></li> </ul> <p><i>For any further clarification, contact us through the same emails provided.</i></p>
4.	<b>3.15(f) – List of Previous Customers</b>	<i>The Tenderer shall submit at least <b>four (4)</b> names with full contact including telephone, email and physical addresses of previous clients of similar Works and letters from the previous clients confirming satisfactory completion of the contracts and on schedule.</i>
	<b>3.18 Tender Currencies</b>	<i>The tender currency shall be in Kenya shillings</i>
	<b>3.19.2 (a) Manufacturer's Authorization</b>	<i>Manufacturer's authorization is mandatory</i>
	<b>3.19.2 (b) Documentary evidence of financial capability</b>	<p><i>The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document.</i></p> <p><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) that must be: -</i></p> <ul style="list-style-type: none"> <li>• <i>Audited by registered and certified auditor licensed by <b>ICPAK</b> (NB: <b>Bidders must attach a valid Auditor's ICPAK practicing license together with audited financial statement report.</b>)</i></li> </ul>
	<b>3.19.2 (c) and (d) Documents of evidence of eligibility</b>	<i>The tenderer has the technical and construction capability necessary to perform a contract.</i>
5.	<b>3.19 Documents of evidence of eligibility and qualification</b>	<p><i>Project Manager: - Engineer who has a <b>3-year</b> experience.</i></p> <p><i>Technicians: - Technicians with a <b>3 year</b> experience.</i></p>
7.	<b>3.2.3 (a) Catalogues, Manufacturer's/ Principal's Drawings</b>	<i>All are required.</i>
8	<b>3.21.4 Demonstration and/or</b>	<i>All are required.</i>

	Inspection and/or Test Report(s)	
9.	<b>3.22.3 Warranty/Warranty Period</b>	<i>12 months from the date of commissioning.</i>
10.	<b>3.23.1 Tender Security</b>	<i>Tender Security shall be <b>Kshs 1,000,000/=</b> for each Lot and valid for 210 days from the date of tender opening.</i>
11	<b>3.24 Validity of Tenders</b>	<i>Tenders shall remain valid for <b>one hundred and Eighty (180) days</b> after the date of tender opening</i>
12	<b>3.41 Award of contract</b>	<i>This is a multiple award based on the following; (i.) lowest evaluated bidder for each lot. (ii.) A bidder shall be eligible for award for a maximum of one lot (iii.) The bidder has the lowest evaluated price in both lots, they shall be awarded the lot with the highest value and Second lowest shall be awarded to the second lowest bidder as long as the prices are within market rate.</i>

## **SECTION IV - SCHEDULE OF REQUIREMENTS**

**The following shall form the Scope of Works of the Tender for Design, Supply and Commissioning of Fiber Optic Network and Related Services**

### **4.1. Lot 1 (Coast, Nairobi, North Eastern and Mt. Kenya Regions)**

<b>Item No.</b>	<b>Brief Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>
<b>1.</b>	<b>Fiber Optic Cable</b>		
1.1	48 core ADSS Fiber Optic cable to be installed below 66kV, 33kV and 11kV lines	<b>KM</b>	<b>277.5</b>
1.2	48 core ADSS Fiber Optic cable – Spare	<b>KM</b>	<b>24</b>
1.3	48 core approach cable (installed between last pole and indoor ODF)	<b>KM</b>	<b>8</b>
<b>2.</b>	<b>Splice Boxes</b>		
2.1	4-way-Splice boxes with a minimum capacity of 96 terminations	<b>No.</b>	<b>75</b>
2.2	4-way-Splice boxes with a minimum capacity of 96 terminations - Spare	<b>No.</b>	<b>40</b>
<b>3.</b>	<b>Optical Distribution Frame</b>		
3.1	48 port Wall Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>20</b>
3.2	48 port Rack Mount ODF complete with pig tails and LC terminations - Spare	<b>No.</b>	<b>6</b>
3.3	96 port Rack Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>4</b>
3.4	Spare: 48 port Rack Mount & 96 port Rack Mount ODF complete with pig tails and LC terminations	<b>Each set</b>	<b>5</b>
<b>4.</b>	<b>Fittings for Installation works</b>		
4.1	Fittings for the installation works including transformer by-pass arms and cable storage kits	<b>Lot</b>	<b>lot</b>
<b>5.</b>	<b>Tools</b>		
5.1	7 inch String Blocks rollers	<b>No.</b>	<b>20</b>
5.2	Splicing Machine	<b>No.</b>	<b>1</b>
5.3	Fiber termination tool kit	<b>No.</b>	<b>2</b>
5.4	Optical Time Domain Reflectometer (OTDR)	<b>No.</b>	<b>1</b>
5.5	Optical Light Source & Optical Power Meter	<b>Set</b>	<b>1</b>
5.6	Visual Fault Locator (VFL)	<b>No.</b>	<b>2</b>
5.7	Labeling Machine	<b>No.</b>	<b>1</b>
<b>6.</b>	<b>Installation Works</b>		
6.1	Survey	<b>Lot</b>	<b>Lot</b>
6.2	Design	<b>Lot</b>	<b>Lot</b>
6.3	Installation & Commissioning Works	<b>Lot</b>	<b>Lot</b>

**NOTES:-**

- I. All Tenderers must indicate the type, model (where applicable), dimensions and weight of the goods in their bid documents.
- II. Tenderers shall, where applicable, indicate ready stocks and quantity if available.

**4.2. LOT 2 (Central Rift, North Rift, Western and South Nyanza Regions)**

Item No.	Brief Description	Unit of Measure	Quantity
<b>1.</b>	<b>Fiber Optic Cable</b>		
1.1	48 core ADSS Fiber Optic cable to be installed below 66kV, 33kV and 11kV lines	<b>KM</b>	<b>323</b>
1.2	48 core ADSS Fiber Optic cable – Spare	<b>KM</b>	<b>36</b>
1.3	48 core approach cable (installed between last pole and indoor ODF)	<b>KM</b>	<b>10</b>
<b>2.</b>	<b>Splice Boxes</b>		
2.1	4-way-Splice boxes with a minimum capacity of 96 terminations	<b>No.</b>	<b>90</b>
2.2	4-way-Splice boxes with a minimum capacity of 96 terminations - Spare	<b>No.</b>	<b>40</b>
<b>3.</b>	<b>Optical Distribution Frame</b>		
3.1	48 port Wall Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>20</b>
3.2	48 port Rack Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>6</b>
3.3	96 port Rack Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>4</b>
3.4	Spare: 48 port Rack Mount & 96 port Rack Mount ODF complete with pig tails and LC terminations	<b>Each set</b>	<b>5</b>
<b>4.</b>	<b>Fittings for Installation works</b>		
4.1	Fittings for the installation works including transformer by-pass arms and cable storage kits	<b>Lot</b>	<b>lot</b>
<b>5.</b>	<b>Tools</b>		
5.1	7 inch String Blocks rollers	<b>No.</b>	<b>20</b>
5.2	Splicing Machine	<b>No.</b>	<b>1</b>
5.3	Fiber termination tool kit	<b>No.</b>	<b>2</b>
5.4	Optical Time Domain Reflectometer	<b>No.</b>	<b>1</b>
5.5	Optical Light Source & Optical Power Meter	<b>Set</b>	<b>1</b>
5.6	Visual Fault Locator (VFL)	<b>No.</b>	<b>2</b>
5.7	Labeling Machine	<b>No.</b>	<b>1</b>
<b>6.</b>	<b>Installation Works</b>		
6.1	Survey	<b>Lot</b>	<b>Lot</b>
6.2	Design	<b>Lot</b>	<b>Lot</b>
6.3	Installation & Commissioning Works	<b>Lot</b>	<b>Lot</b>



**NOTES: -**

- I. All Tenderers must indicate the type, model (where applicable), dimensions and weight of the goods in their bid documents.
- II. Tenderers shall, where applicable, indicate ready stocks and quantity if available.

*Fiber Optic Cable Network Extension-Phase IV***Table 2 – Delivery Schedule**

<b>Item No.</b>	<b>Lot No</b>	<b>Description of Scope of Works</b>	<b>KPLC's Expected Delivery Period</b>	<b>Bidder's Offered Delivery Schedule</b>
1.	Lot 1	<i>Fiber Optic Cable Network Extension-Phase IV (Coast, Nairobi, North Eastern and Mt. Kenya Regions)</i>	<i>Within 2 years</i>	
2.	Lot 2	<i>Fiber Optic Cable Network Extension-Phase IV (Central Rift, North Rift, Western and South Nyanza Regions)</i>	<i>Within 2 years</i>	

**SECTION V - PRICE SCHEDULE FOR GOODS**

***(TENDERER MUST INDICATE THE CURRENCY OF THE OFFER PRICE)***

**Lot 1 (Coast, Nairobi, North Eastern and Mt. Kenya Regions)**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>No.</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Quantity</b>	<b>Country of origin</b>	<b>Unit price Ksh DDP VAT Inclusive</b>	<b>Total price Ksh DDP VAT inclusive</b>
<b>1</b>	<b>Fiber Optic Cable</b>					
1.1	48 core ADSS Fiber Optic cable to be installed below 66kV, 33kV and 11kV lines	<b>KM</b>	<b>277.5</b>			
1.2	48 core ADSS Fiber Optic cable – Spare	<b>KM</b>	<b>24</b>			
1.3	48 core approach cable (installed between last pole and indoor ODF)	<b>KM</b>	<b>8</b>			
<b>2</b>	<b>Splice Boxes</b>					
2.1	4-way-Splice boxes with a minimum capacity of 96 terminations	<b>No.</b>	<b>75</b>			
2.2	4-way-Splice boxes with a minimum capacity of 96 terminations - Spare	<b>No.</b>	<b>40</b>			
<b>3</b>	<b>Optical Distribution Frame</b>					
3.1	48 port Wall Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>20</b>			
3.2	48 port Rack Mount ODF complete with pig tails and LC terminations - Spare	<b>No.</b>	<b>6</b>			
3.3	96 port Rack Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>4</b>			
3.4	Spare: 48 port Rack Mount & 96 port Rack Mount ODF complete with pig tails and LC terminations	<b>Each set</b>	<b>5</b>			
<b>4</b>	<b>Fittings for Installation works</b>					
4.1	Fittings for the installation works including transformer by-pass arms and cable storage kits	<b>Lot</b>	<b>lot</b>			

1	2	3	4	5	6	7
No.	Description	Unit of measure	Quantity	Country of origin	Unit price Ksh DDP VAT Inclusive	Total price Ksh DDP VAT inclusive
5	<b>Tools</b>					
5.1	7 inch String Blocks rollers	No.	20			
5.2	Splicing Machine	No.	1			
5.3	Fiber termination tool kit	No.	2			
5.4	Optical Time Domain Reflectometer (OTDR)	No.	1			
5.5	Optical Light Source & Optical Power Meter	Set	1			
5.6	Visual Fault Locator (VFL)	No.	2			
5.7	Labeling Machine	No.	1			
6	<b>Installation Works</b>					
6.1	Survey	Lot	Lot			
6.2	Design	Lot	Lot			
6.3	Installation & Commissioning Works	Lot	Lot			
		<b>GRAND TOTAL</b>				

Name of Tenderer

\_\_\_\_\_

Name and Designation of authorized person signing the Tender

\_\_\_\_\_

Signature of authorized person signing the Tender

\_\_\_\_\_

Stamp of Tenderer and date

\_\_\_\_\_

**\*NOTES: -**

1. The offered unit price **MUST** be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded down-wards to two decimal places and used for the purposes of this tender.

**LOT 2 (Central Rift, North Rift, Western and South Nyanza Regions)**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>No.</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Quantity</b>	<b>Country of origin</b>	<b>Unit price Ksh DDP VAT Inclusive</b>	<b>Total price Ksh DDP VAT inclusive</b>
<b>1</b>	<b>Fiber Optic Cable</b>					
1.1	48 core ADSS Fiber Optic cable to be installed below 66kV, 33kV and 11kV lines	<b>KM</b>	<b>323</b>			
1.2	48 core ADSS Fiber Optic cable – Spare	<b>KM</b>	<b>36</b>			
1.3	48 core approach cable (installed between last pole and indoor ODF)	<b>KM</b>	<b>10</b>			
<b>2</b>	<b>Splice Boxes</b>					
2.1	4-way-Splice boxes with a minimum capacity of 96 terminations	<b>No.</b>	<b>90</b>			
2.2	4-way-Splice boxes with a minimum capacity of 96 terminations - Spare	<b>No.</b>	<b>40</b>			
<b>3</b>	<b>Optical Distribution Frame</b>					
3.1	48 port Wall Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>20</b>			
3.2	48 port Rack Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>6</b>			
3.3	96 port Rack Mount ODF complete with pig tails and LC terminations	<b>No.</b>	<b>4</b>			
3.4	Spare: 48 port Rack Mount & 96 port Rack Mount ODF complete with pig tails and LC terminations	<b>Each set</b>	<b>5</b>			
<b>4</b>	<b>Fittings for Installation works</b>					
4.1	Fittings for the installation works including transformer by-pass arms and cable storage kits	<b>Lot</b>	<b>lot</b>			
<b>5</b>	<b>Tools</b>					
5.1	7 inch String Blocks rollers	<b>No.</b>	<b>20</b>			
5.2	Splicing Machine	<b>No.</b>	<b>1</b>			

1	2	3	4	5	6	7
No.	Description	Unit of measure	Quantity	Country of origin	Unit price Ksh DDP VAT Inclusive	Total price Ksh DDP VAT inclusive
5.3	Fiber termination tool kit	No.	2			
5.4	Optical Time Domain Reflectometer	No.	1			
5.5	Optical Light Source & Optical Power Meter	Set	1			
5.6	Visual Fault Locator (VFL)	No.	2			
5.7	Labeling Machine	No.	1			
6	<b>Installation Works</b>					
6.1	Survey	Lot	Lot			
6.2	Design	Lot	Lot			
6.3	Installation & Commissioning Works	Lot	Lot			
		<b>GRAND TOTAL</b>				

Name of Tenderer

\_\_\_\_\_

Name and Designation of authorized person signing the Tender

\_\_\_\_\_

Signature of authorized person signing the Tender

\_\_\_\_\_

Stamp of Tenderer and date

\_\_\_\_\_

**\*NOTES: -**

1. The offered unit price **MUST** be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded down-wards to two decimal places and used for the purposes of this tender.

## **SECTION VI - EVALUATION CRITERIA**

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

**6.1 Part 1 - Preliminary Evaluation Criteria Under Paragraph 3.26 of the ITT. These are mandatory requirements.** This shall include confirmation of the following: -

- 6.1.1 *Submission of Tender Security - Checking its validity, whether it is Original; whether it is sufficient, whether it is authentic, whether it is issued by a local bank/institution; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*
- 6.1.2 *Submission of Declaration Form(s) duly completed and signed.*
- 6.1.3 *Submission and considering Tender Form duly completed and signed.*
- 6.1.4 *Submission and considering the following: -*
  - a) *Company or Firm's Registration Certificate*
  - b) *PIN Certificate.*
  - c) *Valid Tax Compliance Certificate.*
  - d) *Valid Business Permit*
  - e) *Names with full contact as well as physical addresses of previous customers of similar Goods and reference letters from at least four (4) previous customers.*
- 6.1.5 *That the Tender is valid for the period required.*
- 6.1.6 *Submission and considering the Confidential Business Questionnaire: -*
  - a) *Is fully filled.*
  - b) *That details correspond to the related information in the bid.*
  - c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*
- 6.1.7 *Submission and considering the Certificate of Confirmation of Directors (CR12)*
- 6.1.8 *Submission of audited financial statements that are reported within eighteen (18) calendar months of the date of tender document as well as the auditor's ICPAK license. 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.*
- 6.1.9 *Submission of relevant valid ISO 9001:2015 certification*
- 6.1.10 *Submission of accreditation certificate for the testing laboratory to ISO/IEC 17025.*
- 6.1.11 *Submission of all relevant staff qualification documents required in this tender.*
- 6.1.12 *Valid and current certificates as below: -*
  - a) *Communications Authority Certificate for Telecommunications Contractor*
  - b) *National Construction Authority NCAI in Electrical Engineering Service*
- 6.1.10 *Original Manufacturers Authorization*

- 6.1.11 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract*
- 6.1.12 *Notwithstanding the above, considering any outstanding orders/Supplier Performance Review Scheme (SPRS) where applicable and the production capacity indicated by the Tenderer.*

Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.33.

## **6.2 Part II - Technical Evaluation Criteria Under Paragraph 3.35 of the ITT.**

Tenderers will proceed to Financial Evaluation stage only if they qualify in compliance with Parts I and II i.e. Preliminary and Technical stages.

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

- 6.2.1.1 *For goods manufactured outside Kenya, applicable/relevant valid ISO 9001:2015 certification required.*
- 6.2.1.2 *For goods manufactured in Kenya, Valid KEBS Mark of Quality Certificate or KEBS Standardization Mark Certificate.*
- 6.2.1.3 *Type Test Certificates and their Report or Test Certificate and their Reports from Designated bodies for full compliance to Tender Specifications.*
- 6.2.1.4 *The accreditation certificate for the testing laboratory to ISO/IEC 17025.*
- 6.2.1.5 *Experience in previous and on-going Fiber Optic Cable Network construction:*
- a) *Bidders shall provide 3 previous Contract for similar works.*
  - b) *Copies of Completion or Sign off certificates for the respective projects.*
- 6.2.1.6 *Qualifications of the firm's engineers: -*
- a) *At least 2 engineers certified in Fiber Works with over 3 years' experience*
- 6.2.1.7 *Qualifications of the project manager:*
- a) *At least 3 years' experience in managing Projects for Fiber plant construction on Power lines.*
  - b) *Should have a valid Project Management Professional Certification.*
- 6.2.1.8 *Detailed documentation on the following –*
- a) *Manufacturers Authorization*
  - b) *Manufacturer's Warranty (not less than 1 year)*
  - c) *Catalogues and or Brochures and or Manufacturer's drawings*
- 6.2.1.9 *Considering audited financial statements are those that are reported within eighteen (18) calendar months of the date of the tender document and confirming the auditors practicing license number for local bidders or equivalent for foreign bidders. Checking the validity of ICPAK practicing license registration.*

Tenders will proceed to the Detailed Technical Stage only if they qualify in compliance with Part II clause 6.2.1 above, Preliminary Evaluation under Paragraph 3.36.

#### **6.2.2 Detailed Technical Evaluation**

- a) Bidders Schedule of Guaranteed Technical Particulars 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.*
- b) Work plan for design, delivery, installation, testing and commissioning*
- c) Supplier's offered Delivery Schedule meets KPLC's requirements*

Tenderers will proceed to Financial Evaluation stage only if they qualify in compliance with Parts I and II i.e. Preliminary and Technical stages.



**6.3 Part III – Financial Evaluation Criteria Under Paragraph 3.29 of the ITT. These are mandatory requirements.**

6.3.1 This will include the following: -

- a) *Confirmation of and considering Price Schedule duly completed and signed.*
- b) *Checking that the Tenderer has quoted prices based on Delivery Duty Paid (DDP) terms,*
- c) *Checking that the bidder has quoted in Kenya shillings*
- d) *Conducting a financial comparison.*
- e) *Taking into account the cost of any deviation(s) from the tender requirements,*
- f) *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: -*
  - i) *Declared maximum value of business*
  - ii) *Shareholding and citizenship*
- g) *Apply Exclusive margin of preference, where applicable as per Clause 3.30 of the tender document*

6.3.2 Confirming the following: -

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

6.4 The Successful Tenderer shall be the one with the lowest responsive evaluated price per Lot.

**\*NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the Goods it offers to supply.

**TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT**

7.1	Definitions .....	43
7.2	Application .....	43
7.3	Country of Origin .....	44
7.4	Standards .....	44
7.5	Supplier Performance Rating Scheme .....	44
7.6	Use of Contract Documents and Information .....	44
7.7	Patent Rights .....	45
7.8	Performance Security .....	45
7.9	Approval Before Manufacture .....	46
7.10	Inspection and Tests .....	46
7.11	Pre-Shipment Verification of Conformity (PVoC) .....	47
7.12	Packaging and Labelling .....	47
7.13	Delivery and Documents for Goods on Delivered Duty Paid (DDP) Terms .....	48
7.14	Consignment .....	48
7.15	Transportation .....	48
7.16	Insurance .....	49
7.17	Payment .....	49
7.18	Interest .....	50
7.19	Prices .....	50
7.20	Variation of Contract .....	50
7.21	Assignment .....	51
7.22	Subcontracts .....	51
7.23	Termination of Contract .....	51
7.24	Liquidated Damages .....	52
7.25	Warranty .....	52
7.26	Resolution of Disputes .....	52
7.27	Language and Law .....	53
7.27.1	Waiver .....	53
7.28	Force Majeure .....	53

## **SECTION VII – GENERAL CONDITIONS OF CONTRACT**

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

### **7.1 Definitions**

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

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

### **7.2 Application**

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

### **7.3 Country of Origin**

- 7.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown, or produced.
- 7.3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

### **7.4 Standards**

The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

### **7.5 Supplier Performance Rating Scheme**

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

### **7.6 Use of Contract Documents and Information**

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

## **7.7 Patent Rights**

The Supplier shall indemnify KPLC against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods of any part thereof in KPLC's country.

## **7.8 Performance Security**

- 7.8.1 Within fourteen (14) days of the date of the notification of contract award, the Supplier shall furnish to KPLC the Performance Security which shall be either one or a combination of the following: -
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
  - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 7.8.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.8.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.8.4 Failure of the Supplier to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.8.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Supplier's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.
- 7.8.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Suppliers.
- 7.8.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Supplier's Tender Security.
- 7.8.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Supplier not earlier than sixty (60) days following the date of completion of the Supplier's obligations under the contract, including any warranty obligations, under the contract.

## **7.9 Approval Before Manufacture**

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

## **7.10 Inspection and Tests**

- 7.10.1 KPLC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specifications. KPLC shall notify the Supplier in writing in a timely manner, of the identity of any representative(s) retained for these purposes.
- 7.10.2 Prior to the manufacture or production of the Goods on order, KPLC reserves the right to inspect the manufacturing or production facility and the quality management system. The manufacturer or producer shall meet the cost of routine inspection while KPLC shall meet the cost of air travel to the nearest airport and accommodation of two of its nominated officers inspecting and witnessing tests.
- 7.10.3 It is the responsibility of the Supplier to confirm if this right is to be exercised. Such visit and or inspection shall in no way prejudice KPLC's rights and privileges.
- 7.10.4 Upon completion of manufacturing or production process, KPLC reserves the right to send two of its nominated officers to inspect the Goods on order at the place of manufacture where inspection and acceptance tests as per tender specifications shall be carried out in their presence. Tests shall be done in accordance with the test standard(s) given in the Technical Specification of the Goods on order.
- 7.10.5 The manufacturer or producer shall meet the cost of tests as per tender specifications while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its two nominated officers inspecting and witnessing the tests.
- 7.10.6 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of production, manufacture, delivery and or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy of the calibration certificate(s) must be submitted with the test report(s).
- 7.10.7 Complete test report(s) for all the Goods as per Tender Specifications shall be submitted to KPLC for approval before packaging and shipment. No material or Goods shall be shipped or delivered without written approval from KPLC.
- 7.10.8 Should any inspected or tested Goods fail to conform to the specifications, KPLC shall reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to KPLC. The period for replacement or alterations together with delivery to KPLC shall be fourteen (14) days or as may otherwise be specified in the notice of rejection.

- 7.10.9 The Supplier shall collect the rejected Goods within fourteen (14) days from the date of notification of rejection. If the rejected Goods are not collected within this period, they shall attract storage and handling charges at prevailing market rates or as determined by KPLC without making any reference to the supplier pending the disposal of the Goods by KPLC as guided by the Disposal of Uncollected Goods Act, Chapter 38 of the Laws of Kenya.
- 7.10.10 notwithstanding any previous inspection(s) and test(s) KPLC shall inspect and may test the Goods upon arrival at the indicated site. Where KPLC inspects and rejects the Goods after the Goods arrival, KPLC shall claim from the Supplier any incidental costs incurred in relation thereof.
- 7.10.11 KPLC's right to inspect, test and where necessary, reject the Goods after their arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by KPLC or its representative(s) prior to the Goods delivery.
- 7.10.12 For the avoidance of doubt, any acknowledgement by KPLC on the Supplier's or subcontractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by KPLC.
- 7.10.13 Nothing in clause 7.10 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**7.11 Pre-Shipment Verification of Conformity (PVoC)**

- 7.11.1 All Suppliers of imported Goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.
- 7.11.2 The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed a number of Inspection Bodies to perform the PVoC programme on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Supplier.

**Full information on authorized inspection bodies should be obtained from KEBS.**

**7.12 Packaging and Labelling**

- 7.12.1 The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.12.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Tender and particular Order.
- 7.12.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.12.4 The Goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 7.12.5 The Supplier shall enclose a packing list in each package and all documents relating to the Order shall show the Stores Code Number detailed against the items.

- 7.12.6 The Supplier shall ensure that all cases or packages shall be marked (painted) with bright pink bands five (5) inches in width so as to form a diagonal cross on

every face. All bundles and pieces must bear a conspicuous bright pink colour mark to ensure identification in any position in which they may appear on un-loading.

- 7.12.7 The Supplier shall ensure that all lettering shall be no less than seven decimals five centimeters (7.5cm) or three inches (3”) high.

### **7.13 Delivery and Documents for Goods on Delivered Duty Paid (DDP) Terms.**

- 7.13.1 Delivery of the Goods shall be made by the Supplier to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements.
- 7.13.2 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: -
- a) Supplier’s invoice showing the Goods description, quantity, unit price and total price,
  - b) 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,
  - c) Copy of the Certificate of Conformity (CoC),
  - d) Manufacturer’s warranty certificate and
  - e) Packing list identifying contents of each package which list should include casing number, full description of the items and the quantities in each package.
- 7.13.3 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.
- 7.13.4 Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Supplier and KPLC shall be entitled to call up the Performance Security.
- 7.13.5 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.

### **7.14 Consignment**

- 7.14.1 The terms shall be strictly on Delivered and Duty Paid (DDP) basis.
- 7.14.2 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.

### **7.15 Transportation**

- 7.15.1 The Supplier shall be required to meet all transport expenses until delivery.



## **7.16 Insurance**

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

## **7.17 Payment**

- 7.17.1 Payments shall be made promptly by KPLC thirty (30) days from delivery and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 7.17.2 The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.
- 7.17.3 Upon satisfactory delivery and submission of invoice together with other required and related documents, KPLC shall pay for the Goods after the credit period.
- 7.17.4 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) for local based suppliers or Telegraphic Transfer (TT) for foreign based suppliers.
- 7.17.5 Suppliers who are to be paid through RTGS or TT must ensure that they submit the following:
- a) invoice containing the Bank's Name and Branch,
  - b) Name/Title of Bank account,
  - c) Bank account number
  - d) SWIFT CODE.
  - e) A letter signed by the authorized signatory of the bank account of the Tenderer confirming details (a) to (d) above. This letter must contain the name of that authorized signatory and a Board Resolution that is sealed.
- 7.17.6 Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.
- 7.17.7 The terms shall be strictly on Delivered and Duty Paid (DDP).
- 7.17.8 Suppliers who request for a Letter of Credit (*hereinafter abbreviated as LC*) –
- a) *shall submit proforma invoices containing the advising Bank's Name and Branch, Name/Title of Bank account, Bank account number and the SWIFT CODE; where required, proposed confirming bank; LC validity period and any other details that may be required to facilitate this process.*
  - b) *Shall meet all the LC bank charges levied by both its bank and KPLC's bank as well as any other bank that is a party to the LC.*
  - c) *Any extension and or amendment charges and any other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier shall be to the Beneficiary's account.*
  - d) *The maximum number of extensions and amendments shall be limited to two (2).*

- e) *Notwithstanding sub-clause 7.18.6 (a), should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and KPLC's bank as well as any other bank party to such confirmation shall be to the Beneficiary's account.*
  - f) *LCs shall be -*
    - (i.) *partial for partial performance*
    - (ii.) *opened only for the specific deliveries in accordance with the delivery schedule indicated in the Official Purchase Order or any formal note amending that Order.*
    - (iii.) *revolving subject to the maximum annual value of total quantity indicated in the Official Purchase Order*
    - (iv.) *without prejudice to any other provision of the contract, valid for a maximum period of one year.*
  - g) *The Supplier shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total DDP basis.*
  - h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*
- 7.17.9 KPLC shall have the sole discretion to accept or decline any Supplier's payment request through Letters of Credit without giving any reason for such decline.

## **7.18 Interest**

Interest payment by KPLC is inapplicable in the contract.

## **7.19 Prices**

- 7.19.1 Subject to clause 7.20 herein-below, prices charged by the Supplier for Goods delivered under the contract shall, be fixed for the period of the contract with no variations.

## **7.20 Variation of Contract**

Variation of a contract shall only be considered after twelve months from the date of signing the contract.

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

- a) *The price variation is based on the prevailing consumer price index obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya;*
- b) *the quantity variation for Goods shall not exceed Fifteen percent (15%) of the original contract quantity.*

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

#### **7.21 Assignment**

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

#### **7.22 Subcontracts**

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

#### **7.23 Termination of Contract**

- 7.23.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Supplier, terminate this contract in whole or in part due to any of the following: -
- a) *if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by KPLC.*
  - b) *if the Supplier fails to perform any other obligation(s) under the contract.*
  - c) *if the Supplier, in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
  - d) *by an act of force majeure.*
  - e) *if the Supplier becomes insolvent or bankrupt*
  - f) *if the Supplier has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Supplier suffers any other analogous action in consequence of debt.*
  - g) *if the Supplier abandons or repudiates the Contract.*
- 7.23.2 KPLC by written notice sent to the Supplier may terminate the Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KPLC's convenience, the extent to which performance, by the Contractor, of the Contract, is terminated and the date on which such termination becomes effective.
- 7.23.3 For the remaining part of the Contract after termination for convenience, KPLC may pay to the Supplier an agreed amount for partially completed satisfactory deliveries.
- 7.23.4 In the event that KPLC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those

undelivered or not rendered, and the Supplier shall be liable to KPLC for any excess costs for such similar Goods and or any other loss PROVIDED that the Supplier shall not be so liable where the termination is for convenience of KPLC.

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

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

#### **7.24 Liquidated Damages**

Notwithstanding and without prejudice to any other provisions of the contract, if the Supplier fails to deliver any or all of the Goods within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the delivered or shipment price (whichever is applicable) per day of delay of the delayed items up to a maximum of ten percent (10%) of the delivered price of the delayed Goods.

#### **7.25 Warranty**

7.25.1 The Supplier warrants that the Goods supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the Goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods under the conditions obtaining in Kenya.

7.25.2 This warranty will remain valid for the period indicated in the special conditions of contract after the Goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

7.25.3 KPLC shall promptly notify the Supplier in writing of any claims arising under this warranty.

7.25.4 Upon receipt of such a notice, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to KPLC.

7.25.5 If the Supplier having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KPLC may have against the Supplier under the contract.

#### **7.26 Resolution of Disputes**

7.26.1 KPLC and the Supplier may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

- 7.26.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before a recognized local forum for the resolution of disputes.

## **7.27 Language and Law**

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

### **7.27.1 Waiver**

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

## **7.28 Force Majeure**

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

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

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

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

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

- 7.28.5 If the Supplier incurs additional costs in complying with KPLC's directions under sub clause 7.28.4, then notwithstanding the provisions of the Contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 7.28.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty-one (21) days then, notwithstanding that the Supplier may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the Contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

### **SECTION VIII – SPECIAL CONDITIONS OF CONTRACT**

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

<b>No.</b>	<b>GCC Reference Clause</b>	<b>Particulars of SCC</b>
1.	<b>7.16.1 Terms of Payment</b>	<i>The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.</i>
2.	<b>7.24.2 Period of Warranty</b>	The Warranty will remain valid for one (1) year after the issuance of completion certificate
3.	<b>7.12 Packaging and labeling</b>	<i>The Goods shall be packed in good conditions suitable for road/rail dispatch. Preferably in strong wooden boxes with standard quantities of not less than 100pcs each. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.</i>

**SECTION IX - TENDER FORM**

Date:.....

Tender No.....

**To:**

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission *(the latter two where applicable)* ..... *(insert Goods description)* in accordance and conformity with the said tender document for the sum of .....*(total tender amount inclusive of all taxes in words and figures)* or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the performance security of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Plc.
4. We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.



Yours sincerely,

---

Name of Tenderer

---

Signature of duly authorised person signing the Tender

---

Name and Designation of duly authorised person signing the Tender

---

Stamp or Seal of Tenderer

**\*NOTES:**

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

## **SECTION X – CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

### **Part 1 – General**

Business Name.....

Location of business premises.....

Plot No. ....Street/ Road .....

Postal Address ..... Postal Code .....

Tel No.....

Facsimile.....

Mobile and CDMA No.....

E-mail.....

Nature of your business .....

Registration Certificate No.....

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

Name of your Bankers ..... Branch... ..

\*Names of Tenderer's contact person(s) .....

Designation of the Tenderer's contact person(s) .....

Address, Tel, Fax and E-mail of the Tenderer's contact person(s) .....

.....

.....

**Part 2 (a) Sole Proprietor**

Your name in full .....

Nationality .....Country of origin .....

**Part 2 (b) Partnership**

Give details of partners as follows: -

Names	Nationality	Shares (%)
1.....		
2.....		
3.....		
4.....		
5.....		

**Part 2 (c) Registered Company**

Private or Public .....

State the nominal and issued capital of company-

\*Nominal in KSh. ....

\*Total Issued KSh. ....

Give details of all directors as follows

Name	Nationality	Shares (%)
1.....		
2.....		
3.....		
4.....		
5.....		

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

Designation of the duly authorized person.....

Signature of the duly authorized person.....

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

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer's disqualification.***
3. *For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

**SECTION XI A - TENDER SECURITY FORM – (BANK GUARANTEE)****(To Be Submitted On Bank's Letterhead)****Date:****To:**

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

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

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

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

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

This guarantee is valid until the .....day of.....20.....

**EITHER**

**SEALED** with the )  
**COMMON SEAL** )

of the said **BANK** ) \_\_\_\_\_

this .....day ) BANK SEAL  
 of .....20.... )  
 )  
 in the presence of: - )  
 )  
 \_\_\_\_\_ )  
 )  
 and in the presence of: - )  
 )  
 \_\_\_\_\_ )

OR

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

\_\_\_\_\_  
 Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

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

### **NOTES TO TENDERERS AND BANKS**

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

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

**(To Be Submitted On Institutions Letterhead)**

**Date:**

**To:**

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

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

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

**AND WHEREAS** we have agreed to give the Tenderer a Guarantee;

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

This guarantee is valid until the .....day of.....20....

EITHER

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

)



this .....day ) \_\_\_\_\_  
 ) INSTITUTION SEAL  
 of .....20.... )  
 in the presence of: - )  
 )  
 \_\_\_\_\_ )  
 )  
 and in the presence of: - )  
 )  
 \_\_\_\_\_ )

OR

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

\_\_\_\_\_  
 Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the **Institution**.

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

### **NOTES TO SUPPLIERS AND INSTITUTIONS**

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

*there be no conclusive response by the institution within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*

3. *The issuing institution should address its response or communication regarding the Tender Security to KPLC at the following e-mail address – “guarantees@kplc.co.ke”*
4. *The Tender validity period is one eighty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore, the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

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

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

### ***Part A***

**Form of Documentary credit** - “Irrevocable Standby”

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

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

**The SBLC should be available** – “By Payment”

**Drafts should be payable at** - “SIGHT”

### **Documents required -**

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

### **Additional Conditions -**

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

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

\*Confirmation instructions – (See notes below)

### **Part B**

The proceeds of these Letters are payable to KPLC -

- a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid.
- b) if the Tenderer fails to enter into a written contract in accordance with the Tender Document
- c) if the successful Tenderer fails to furnish the performance security in accordance with the Tender Document.

- d) if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with the Tender Document.

**NOTES TO TENDERERS AND BANKS.**

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

## **SECTION XII A - MANUFACTURER'S AUTHORIZATION FORM**

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

**To:**

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

**WHEREAS WE** .....(*name of the manufacturer*) who are established and reputable manufacturers of .....  
(*name and description of the Goods*) having factories at .....(*full address and physical location of factory(ies) where Goods to be supplied are manufactured*) do hereby confirm that .....  
(*name and address of Supplier*) is authorized by us to transact in the Goods required against your Tender ..... (*insert reference number and name of the Tender*) in respect of the above Goods manufactured by us.

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

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

\_\_\_\_\_  
Name and Designation of duly authorised person signing on behalf of the Manufacturer

### **NOTES TO TENDERERS AND MANUFACTURERS**

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

## **SECTION XIIB - MANUFACTURER'S WARRANTY FORM**

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

**To:**

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

**RE: MANUFACTURER'S WARRANTY FOR GOODS REQUIRED UNDER TENDER  
NO ..... TO BE SUPPLIED BY .....(indicate  
your name or the supplier you have authorized)**

**WE HEREBY WARRANT THAT:**

- a) The Goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- b) The Goods in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the Goods under the conditions obtaining in Kenya.

The Warranty will remain valid for ***1 year after*** the Goods, or any portion thereof as the case may be, have been delivered and accepted to the final destination indicated in the contract.

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

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

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

**NOTES TO TENDERERS AND MANUFACTURERS**

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

**SECTION XIII - DECLARATION FORM**

Date \_\_\_\_\_

**To:**

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

Ladies and Gentlemen,

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

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

Yours sincerely,

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

\_\_\_\_\_  
Signature of duly authorised person signing the Tender

\_\_\_\_\_  
Name and Designation of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**SECTION XIV – DRAFT LETTER OF NOTIFICATION OF AWARD****To:** *(Name and full address of the Successful Tenderer)*.....**Date:**.....

Dear Sirs/ Madams,

**RE: NOTIFICATION OF AWARD OF TENDER NO. ....**

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

.....

.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

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

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

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY PLC****GENERAL MANAGER, SUPPLY CHAIN**

Enclosures



**SECTION XV – DRAFT LETTER OF NOTIFICATION OF REGRET****To:** *(Name and full address of the Unsuccessful Tenderer)*.....**Date:**

Dear Sirs/ Madams,

**RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO. ....**

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

1. ....
2. ....
3. .... etc...

The successful bidder was \_\_\_\_\_.

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

You may collect the tender security from our *Legal Department (Guarantees Section)*, on the 2<sup>nd</sup> Floor, Stima Plaza, Kolobot Road, Parklands, Nairobi only after expiry of twenty-five (25) days from the date hereof on Mondays and Wednesdays ONLY between 9.00 a.m to 12.30 pm and 2. 00p.m to 4.00p.m.

It is expected that by that time KPLC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original or certified copy of this letter.

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

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY PLC****GENERAL MANAGER, SUPPLY CHAIN**

## **SECTION XVI - CONTRACT AGREEMENT FORM**

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

**AND**

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

**WHEREAS** KPLC invited tenders for certain goods, that is to say for .....( *KPLC Supply Chain – Procurement Department insert description of Goods*) (**herein after referred to as the “Goods”** ) under Tender Number..... (*KPLC Supply Chain – Procurement Department insert tender number*)

**AND WHEREAS** KPLC has accepted the Tender by the Supplier for the Goods in the sum of .....(*KPLC Supply Chain – Procurement Department\_specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax*) (*hereinafter called “the Contract Price”*).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
  - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.

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

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
  - a) Execution of this Contract Agreement by KPLC and the Supplier.
  - b) Issuance of the Performance Bond by the Supplier and confirmation of its authenticity by KPLC.
  - c) Issuance of the Official Order by KPLC to the Supplier.
  - d) Where applicable, Opening of the Letter of Credit by KPLC.
8. The period of contract validity shall begin from the Commencement date and end on -
  - a) sixty (60) days after the last date of the agreed delivery schedule, or,
  - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.

Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
9. It shall be the responsibility of the Supplier to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy shall operate as a complete waiver of that other right, power or remedy.
12. Notwithstanding proper completion of delivery or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively (*and proof of service shall be by way of confirmation report of such transmission and or delivery*), notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by

courier shall be deemed served two (2) days after such receipt by the courier service for Local (Kenyan) Suppliers and five (5) days for Foreign Suppliers.

14. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Plc, 7<sup>th</sup> Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099–00100, Nairobi, Kenya, Facsimile + 254-20-3514485. The address for the Supplier shall be the Supplier's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

**SIGNED FOR** and on **BEHALF**  
of **KPLC**

\_\_\_\_\_  
MANAGING DIRECTOR & CEO

and in the presence of: -

\_\_\_\_\_  
COMPANY SECRETARY

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

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
*Affix Supplier's Seal here*

\_\_\_\_\_  
DIRECTOR'S FULL NAMES

and in the presence of: -

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

\*OR

*FIBER OPTIC CABLE NETWORK EXTENSION-PHASE IV*

**SIGNED BY** and on **BEHALF**  
of the **SUPPLIER**

---

SIGNATURE OF THE SUPPLIER

---

FULL NAMES OF THE SUPPLIER

**\*NOTES TO THE SUPPLIER**

1. *Please note that the alternative is applicable IF AND ONLY IF the Supplier is not a registered company but has tendered, and, is trading as a sole proprietor or a partnership as provided in the Confidential Business Questionnaire or is registered as a business name.*
2. *In all other cases, the Supplier is required to execute the contract as first provided.*

**DRAWN BY: -**

**Imelda Bore,**

**Advocate**

C/o The Kenya Power & Lighting Company Plc,

2<sup>nd</sup> Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

Facsimile: + 254-20-3514485

**SECTION XVII A - PERFORMANCE SECURITY FORM (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.

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

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

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

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

(*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20....

EITHER

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

this .....day )

)

BANK SEAL

of .....20.... )

in the presence of :- )

)

\_\_\_\_\_ )

)

and in the presence of:- )

)

\_\_\_\_\_ )

OR

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

\_\_\_\_\_  
Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

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

### **NOTES TO SUPPLIERS AND BANKS**

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
3. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should*



4. *there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*
3. *The issuing Bank should address its response or communication regarding the bond to KPLC at the following e-mail address – "guarantees@kplc.co.ke"*

## **SECTION XVII B - PERFORMANCE SECURITY (LC)**

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

**Form of Documentary credit** - “Irrevocable Standby”

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

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

**The SBLC should be available** – “By Payment”

**Drafts should be payable at** - “SIGHT”

**Documents required -**

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

**Additional Conditions -**

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

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

Confirmation instructions – (See notes below)

### **NOTES TO SUPPLIERS AND BANKS**

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.*

2. *KPLC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security (LC) may be deemed as invalid and the Contract nullified.*
5. *The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “[guarantees@kplc.co.ke](mailto:guarantees@kplc.co.ke)”*
4. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

## **SECTION XVIII – SUBCONTRACTORS**

### **(INFORMATION TO BE PROVIDED BY THE TENDERER)**

As per the requirements of Clause 7.23 of General Conditions of Contract, following is a list of subcontractors and the portions of the Work to be subcontracted:

<b>No.</b>	<b>Subcontractor</b>	<b>Address</b>	<b>Brief Description of the Works to be Subcontracted</b>	<b>% works subcontracted</b>

**SECTION XIX - PREVIOUS EXPERIENCE WITH SIMILAR WORK**

**(INFORMATION TO BE PROVIDED BY THE TENDERER)**

As required by Section 3.13.3(d) of the Instructions To Tenderers, following is a list of work that the Tenderer has previously performed which is similar to that described in the Request for Proposal:

<b>No.</b>	<b>Description</b>	<b>Customer Name &amp; Contacts</b>	<b>Date of Supply</b>

## SECTION XX - SUPPLIER EVALUATION FORM

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

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

Category of Product/Service (e.g. Conductors) .....

Period of evaluation.....

1. COST OF SERVICE/PRODUCT	Rating guidelines			Supplier Score	Procurement Score	User Score	Comments	Totals
	Did the vendor assist in or advice on ways of reducing the costs?	YES:4	PARTIALLY:2	NO:0				10
	How closely did your final costs correspond to your expectation at the beginning of the project/tender?	YES:2	PARTIALLY:1	NO:0				10.00%
	Did the company stick to the agreed transaction/contract rates?	YES:4	PARTIALLY:2	NO:0				
<b>2.ON TIME DELIVERY OF PRODUCT OR SERVICE</b>								<b>Totals</b>
	Did the vendor perform work in compliance with contract terms and agreements?	YES:6	PARTIALLY:3	NO:0				10
	Was the vendor prompt and effective in correction of situations and conditions?	YES:2	PARTIALLY:1	NO:0				10.00%
	Are you able to track service level agreements and determine duration of incidents from the vendor?	YES:2	PARTIALLY:1	NO:0				
<b>3. FLEXIBILITY TO RESPOND TO UNEXPECTED DEMAND OF SERVICE</b>	Rating guidelines							<b>Totals</b>
	Was the vendor willing to change their product/service on special needs?	YES:6	PARTIALLY:3	NO:0				6
<b>4. QUALITY</b>								6.00%
	Rating guidelines							<b>Totals</b>
	When performing their duties, was there - rework or returns caused by non-conformance to quality?	NO:6	PARTIALLY:3	YES:0				14
	Was the quality of service delivered equal to KPLC minimum requirements?	YES:8	PARTIALLY:4	NO:0				14.00%
<b>5.RESPONSIVENESS</b>	Rating guidelines							<b>Totals</b>
	Was the vendor well responsive to information requests, issues, or problems that arose in the course of service?	YES:2	PARTIALLY:1	NO:0				14
	Was the vendor open to feedback on low quality of service levels and willing to act on this?	YES:6	PARTIALLY:3	NO:0				14.00%
	Is it easy to reach staff members of suppliers in case of a request or query? (are communication channels clear?)	YES:6	PARTIALLY:3	NO:0				
<b>6. CUSTOMER SUPPORT</b>	Rating guidelines							<b>Totals</b>
	Did the vendor offer effective customer support?	YES:10	PARTIALLY:4	NO:0				18
	In case of reported problems/issues, were there follow ups by the vendor to ensure the problem is fully resolved during support?	YES:8	PARTIALLY:4	NO:0				18.00%

<b>7. COMMUNICATION SKILLS</b>	<b>Rating guidelines</b>								<b>Totals</b>
	Are you satisfied with the attitude, courtesy, and professionalism of this vendor's staff? Written or spoken?	<b>YES:2</b>	<b>PARTIALLY:1</b>	<b>NO:0</b>					6
	Are the vendor's staff well equipped and skilled in handling requests / issues? Are you rotated too much among staff on an issue?	<b>YES:4</b>	<b>PARTIALLY:2</b>	<b>NO:0</b>					6.00%
<b>8. DOCUMENTATION AND ACCOUNTING</b>	<b>Rating guidelines</b>								<b>Totals</b>
	Are you satisfied with how the Vendor presents documentation (invoices & licenses etc) when required to do so, to necessitate finalization of contract renewals and payments?	<b>YES:6</b>	<b>PARTIALLY:3</b>	<b>NO:0</b>					10
	Was problem documentation (incident reports) presented promptly by the vendor and was it complete?	<b>YES:4</b>	<b>PARTIALLY:2</b>	<b>NO:0</b>					10.00%
<b>9. VALUE ADD</b>	<b>Rating guidelines</b>								<b>Totals</b>
	Did the vendor go over and above in optimizing service delivery process for effective services delivery?	<b>YES:6</b>	<b>PARTIALLY:3</b>	<b>NO:0</b>					12
	Did the vendor go over and above and offer training or knowledge to assist with better systems support?	<b>YES:6</b>	<b>PARTIALLY:3</b>	<b>NO:0</b>					12.00%
									<b>Totals</b>
									<b>Score:</b>
<b>Totals</b>									100.0
<b>Maximum Score</b>								<b>100.0</b>	100.00%
<b>VENDOR'S TOTAL SCORE</b>									
<b>VENDOR'S PERCENTAGE SCORE</b>									
<b>ISSUES FOR FOLLOW UP -</b>									
Evaluation Done by:		Name		Department		Date			
Checked/Validated by									

**Score in Percentage %** .....

**PERFORMANCE LEVEL DEFINATION;**

≥75% - KP1 GREEN

50% - KP2 AMBER

25% - KP3 YELLOW

≥25% - KP4 RED

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

**RECOMMENDATION**

		Status	Tick as appropriate
1	Grant supplier preferred status	KP1	
2	Work with supplier or develop and improve supplier	KP2 & KP3	

3	Abandon / switch suppliers	<b>KP4</b>	
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**Name:.....Sign:.....Date:.....**

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

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



## **SECTION XXI - THE TECHNICAL SPECIFICATIONS**

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

### **21.1 PART A - GENERAL REQUIREMENTS**

1. Technical documentation shall be in English language. The specific items on offer shall be marked clearly for the Goods they intend to supply. The type reference or model number(s) of the item(s) on offer must be clearly indicated in the bid.
2. The Tenderer shall submit the Schedule of Guaranteed Technical Particulars (GTP) completed and signed by the Manufacturer. In submitting the GTP, cross-references should be made to the documents submitted.
3. Deviations from the tender specifications, if any, shall be explained in detail in writing, with supporting data including calculation sheets, detailed drawings and certified test reports and submitted together with the Tender. In submitting the deviations, cross-references should be made to the documents submitted. KPLC reserves the right to reject the Goods if such deviations shall be found critical to the use and operation of the Goods.
4. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the testing and standards body used shall be provided.
5. Where Type Test Certificates and their Reports and or Test Certificates and their Reports are translated into English, all pages of the translations must be signed and stamped by the testing authority.
6. A Copy of the manufacturer's valid quality management system certification i.e. ISO 9001 shall be submitted for evaluation. For locally manufactured Goods, valid KEBS Mark of Quality Certificate or KEBS Standardisation Mark Certificate will also be accepted.
7. In all cases where the level of galvanizing and painting is not specifically stated in the detailed Technical Specifications, the general requirement shall be for a uniform coating of thickness not less than 80 microns.
7. Suppliers are required to provide information on proper representative(s) and or workshop for back-up service and or repair and maintenance including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers

## **21.2 PART B – DETAILED TECHNICAL SPECIFICATIONS (DTS)**

The Detailed Technical Specifications are as outlined below.

### **21.2.1 GENERAL**

KPLC Fiber Optic Cable network is growing at a very fast rate to meet internal primary telecommunication needs as well as to serve external customers who lease fiber capacity. KPLC intends to extend its Fiber Optic Cable network to its commercial centers and substations Using All Dielectric Self Supporting (ADSS) fiber Optic cable for improved data connectivity and a small portion with Optical Ground Wire (OPGW).

The ADSS Fiber cable shall be installed on the power distribution network below the 66kV, 33kV and 11 Kv power lines while the OPGW shall be installed above the 33kV power line to provide the dual functionality for earthing purposes as well.

The Fiber Network extensions shall originate from the existing fiber optic nodes at various locations in the power distribution network in all the KPLC Regions.

For technical and administration purposes, KPLC is divided into eight (8) administrative regions, namely; Nairobi, Coast, Mt. Kenya, Western, North Eastern, Central Rift, North Rift and South Nyanza.

The total estimated Fiber Optical Cable length for PHASE FOUR PROJECT is approximately 600.5Km

### **21.2.2 ENGINEERING DEFINATIONS**

- 21.2.2.1 **Fiber Optic Cable:** A cable that contains individual glass fibers, designed for the transmission of digital information, using light pulses
- 21.2.2.2 **All Dielectric Self Supporting (ADSS):** A Fiber Optic cable that is designed for aerial applications and does not require a separate cable messenger to support it.
- 21.2.2.2 **Optical Ground Wire (OPGW):** A type of power cable that contains Optical fibers as part of its construction and is usually installed on overhead power distribution or transmission lines. It serves dual purposes that is for earthing purposes while the optical fibers are used for telecommunication purposes.
- 21.2.2.3 **OTDR:** Optical Time Domain Reflectometer: A device used for characterizing a fiber, whenever an optical pulse is transmitted through the fiber and the resulting backscatter and reflections are measured as a function of time.
- 21.2.2.4 **Single Mode Fiber (SM):** An optical fiber with a small core diameter in which only a single mode of light is capable of propagation.
- 21.2.2.5 **Splicing:** Making a permanent junction between optical fibers. This may be thermally fused or mechanically applied.

- 21.2.2.6 **Minimum Bend Radius:** The minimum radius a fiber may be bent before optical losses are induced
- 21.2.2.7 **ODF-** Optical distribution frame: is a fiber infrastructure component that is used to provide cable interconnections between communication facilities. It integrates fiber splicing, fiber termination, fiber optic adapters & connectors and cable connections together in a single unit.

### 21.3 PROJECT SUMMARY AND DESIGN PRINCIPLES FOR THE ADSS FIBER OPTICAL CABLE

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	basic information and design principles	The basic information and design principles for the ADSS Fiber Optic Cable Network extension project is designed to offer general guidelines to the tenderers and is only meant to assist in the preparation of bids. Further details and more precise information are expected to be obtained during the site visits and route surveys which are mandatory for this tender	

### 21.4 PROPOSED LINKS

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Project implementation phase	i) It is proposed that the project be undertaken in a single phase with two (2) LOT's namely; LOT 1 and LOT 2. ii) Phase Four (4) of the KPLC Fiber Optic Cable Network Extension project will have 23 new proposed ADSS links and one OPGW link for repair	
2.	Phase IV: LOT 1	LOT 1 has approximately 257.5km of new ADSS links and approximately 20k of OPGW repairs	
3.	Phase IV: LOT 2	LOT 2 has approximately 323Km of new ADSS Links	

#### 21.4.1 Proposed Links for Phase 4 Lot 1

The proposed new ADSS fiber links in lot 1 shall be established in three regions namely North Eastern Region, Nairobi Region and Coast Region. The lot also has one link with OPGW in Mt. Kenya region that shall require repairs. Except for the link with OPGW, all other proposed new links will require to be established with installation of all fiber fitting and accessories including terminal indoor ODF at the nodes in each case.

During the establishment of the ADSS Fiber links, the contractor shall leave reasonable fiber loops at reasonable intervals for maintenance purposes when such a need arises in the lifetime

of the fiber plant. Similarly, sufficient fiber loops shall be stored along the line in strategic locations with potential future fiber clients.

The list of the proposed ADSS links for lot 1 and the OPGW link for repair are listed in **Error! Reference source not found.** below.

Table 1 Proposed routes for KPLC FOC Network Extension Lot 1

ITEM	REGION	PROPOSED LINK	LINE VOLTAGE	APROX. DISTANCE (KM)	REMARKS
1	Mt Kenya	Githambo- Kangema (OPGW)	33	20	Repair
2	North Eastern	Cianda -Kiambu Office	66 & 11	2	
		KETRACO Kitui-Kitui Office	11	10	
		Muuka Mukuu(Kilimambogo)-Thika Industrial S/S	11	22	
		Garissa Office - Garissa Store	11	10	
3	Nairobi	Ngong town S/S-Matasia S/S	66	15	
		Karen S/S -Langata S/S	66	7.5	Via Karen Rd
4	Coast	Makande S/S-Tononoka S/S	33	3.4	
		Tononoka S/S-Msa Ehse	11	5.6	
		Kipevu HT-Changamwe KPRL- Miritini S/S	33	9	Via KQ DC
		Msambweni SS - Ramisi Office	33	18	
		Mwatate- Taveta	33	50	
		Garsen- Wenje- Hola	33	105	
<b>Total estimated distance for Phase 4 Lot 1</b>				<b>277.5</b>	

#### 21.4.2 Proposed Links for Phase 4 Lot 2

The proposed new ADSS fiber links in lot 2 shall be established in four regions namely Central Rift, North Rift, Western and South Nyanza. All the proposed new ADSS links will require to be established with installation of all fiber fitting and accessories including terminal indoor ODF at the nodes in each case.

During the establishment of the ADSS Fiber links, the contractor shall leave reasonable fiber loops at reasonable intervals for maintenance purposes when such a need arises in the lifetime of the fiber plant. Similarly, sufficient fiber loops shall be stored along the line in strategic locations with potential future fiber clients.

The list of the proposed ADSS links for lot 2 are listed in **Error! Reference source not found.** below.

Table 2: Proposed routes for KPLC FOC Network Extension Lot 2

ITEM	REGION	PROPOSED LINK	LINK VOLTAGE	APPROX. DISTANCE (KM)	REMARKS
1	Western	Maseno S/S-Majengo S/S	33	15	Via Luanda Market
		Chavakali S/S- Kakamega S/S	33	21	

ITEM	REGION	PROPOSED LINK	LINK VOLTAGE	APPROX. DISTANCE (KM)	REMARKS
		Sondu Miriu-Katito Office	33	20	
		Webuye 132kV-Kapsokwony Office	33	50	
2	South Nyanza	Migori-Isebania	33	24	
3	Central Rift	Naivasha 132-DCK-Kengen Plaza	33	22	
		Njoro S/S-Egerton University	33	5	
		Matundura SS - Engineer Office	33	6	
		Nyahururu - Maralal	33	78	
		Marura SS - Kenya Pipeline depot (Morendat)	33	15	
		Kabarak S/S-Eldama Ravine Office	33	40	
4	North Rift	Kapsabet office -Lessos S/S	33	27	Via Kapsabet SS
<b>Total estimated distance for Phase 4 Lot 2</b>				323	

## 21.5 ROUTE SURVEY

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Pre-bid site visits	Prior to the submission of the bids, bidders shall be required to visit the routes accompanied by KPLC staff to ascertain the requirements for the various links.	
2.	Pole count & Route sketch	During this survey a pole count and a sketch for the cable installation shall be carried out. This sketch shall indicate the locations of splice boxes and the approximate distances between them.	
3.	Defective poles & Fiber installation design	The poles shall also be assessed for their ability to support the cable. The most effective method of installation shall be determined at this stage. Any need for modification shall also be determined at this stage. Suitable drum lengths shall also be determined at this stage subject to a minimum drum length of two (2) KM to reduce the number of joints preferably at section poles.	
4.	Preliminary route survey report	A preliminary route survey report shall be prepared by the bidder and shall be an indication on how the bidder intends to carry out the installation works and shall form part of the bidding documents. KPLC shall assess the report and carry out modifications where necessary.	

**NB:**

- i) A program for the site visits shall be drawn and communicated to the bidders during the pre-bid meeting.
- ii) Bidders should note that some points are inaccessible by vehicle and might be required to walk for considerably long distances.

**21.6 INSTALLATION OF AERIAL FIBRE CABLE**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>MINIMUM REQUIREMENTS</b>	<b>TENDERER'S OFFER</b>
1.	Cable installation	The cable installation shall be aerial on existing power lines. Majority of these lines are on wooden structures while a few sections are on Concrete Poles and the ADSS cable shall be installed below the High & Medium voltage power line but in any case not below the Low Voltage lines where such exists.	
2.	By-pass extension arms	Fiber Glass by-pass extension arms shall be installed on poles containing transformers & switches. This installation shall be in such a way to avoid contact between the ADSS Cable and any power conductor in the transformer poles or switch structures. Besides, the extension arms shall be to ensure that the Fiber cable does not touch the HT droppers.	
3.	Ground clearance & working clearance	The cable shall be installed at the highest point above the ground while maintaining KPLC working clearances. The construction method should endeavor to achieve a minimum working clearance of four (4) feet away from the conductors subject to a minimum ground clearance of twenty two (22) feet along the roads and a minimum clearance of Twenty five (25) feet when crossing the road. Where such clearances may not be achieved the parties shall consult on the best solution.	
4.	Wind loading & Environmental effects	The cable shall be installed with internationally recommended standard to absorb wind loading and possible static charge.	
5.	Installation conditions	The installation shall be done under live line conditions except in instances where safe working clearance cannot be achieved and hence necessitating obtaining permission from the controllers for a dead line condition. Such situations will have to be programmed for well in advance and tenderers are required to note such conditions during the route survey.	
6.	Safety during installation works	The installation team shall undergo competency interviews conducted by KPLC to ascertain their	

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
		competence in working on live medium and high voltage lines. No work shall commence until this competence is ascertained. The bidder shall demonstrate his/her ability to carry out such works and shall submit a list of works of such nature undertaken in the last 5 years. This shall form part of the technical evaluation criterion.	
7.	Installation method	It is not the intention of the KPLC to recommend any specific installation method but whichever method applied should be in accordance with the international standards, manufacturer's recommendation and within KPLC safety regulations. The bidder shall be required to provide information on the intended installation method & evidence of previous such works. This shall form part of the technical evaluation criterion.	

#### 21.7 GROUNDING OF CABLE ATTACHMENT PARTS

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Grounding of metallic parts of the fiber network	Although the ADSS Fiber Optic cable does not require grounding, it is appreciated that it is mechanically attached to metallic parts such as the structure member, clamps, and rods which must be appropriately grounded for the safety of the personnel working on the cable in instances where the line remains energized.	

#### 21.8 INSTALLATION MATERIALS

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Standards for fiber installation fittings	All bolts, nuts and clamps used during the construction shall conform to IEEE standards that apply to testing and performance of Hardware for All-Dielectric Self Supporting cable (ADSS). The bidder shall quote the standards used and test certificates for the material shall be provided together with the bid.	

#### 21.9 SPLICING AND TESTING

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Fiber joints and	During the survey, locations for joints in every	

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
	Drum lengths	link shall be determined. These joints shall be preferably at the tension poles. These lengths shall determine the various drum lengths for every link. The design per section shall ensure that minimum number of joints are used. All joints shall be fusion spliced. The splice loss shall be equal to or less than 0.1db. After all the terminations are done the cable shall be tested from ODF to ODF using an OTDR and the results tabulated.	

#### 21.10 SPARE FIBER LOOPS FOR MAINTENANCE & FUTURE EXTENSIONS

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Spare fiber loops	During the survey, strategic locations for fiber loop storage shall be determined. Such loop storages shall preferably be of at least 20m in length to be located after every one (1) kilometer of cable from the beginning of every drum length for purpose of future maintenance and at strategic future extensions. These fiber storage loops together with link lengths determined as per clause 21.9 above shall constitute the various drum lengths for every link. The link lengths thereby determined shall be used for establishing the basis for the admeasurement contract values.	

#### 21.11 ADSS FIBER OPTIC CABLE 48 CORE SINGLE MODE (9/125 $\mu$ m)

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Proposed ADSS Fiber cable	The proposed ADSS optical cable shall be of non- metallic Aerial type designed for installation on 66kV, 33kV and 11kV distribution lines with minimum span lengths of 150 meters. The fiber cable shall be single mode, 48 core All-Dielectric Self-Supporting (ADSS) Cable in conformity with recommendations ITU-T G-657A. This shall be an optical fiber cable that consists of four (4) tubes/elements with twelve (12) fibers per tube and has fillers that are used to preserve the cable geometry. The tubes shall further be stranded around a dielectric central strength member and bounded in a	



ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
		suitable UV stable polyethylene jacket. The cable shall be designed to withstand all prevailing environmental conditions including the effects of high electric and magnetic fields produced by the proximity of live power conductors and meet the requirements of International Standard IEEE 1222 for Testing and Performance for All-Dielectric Self-Supporting (ADSS) Fiber Optic Cable for Use on Electric Utility Power Lines	
2.	The cable shall be designed and manufactured in accordance with the following standards	<ul style="list-style-type: none"> <li>• <b>Cable IEEE 1222</b></li> <li>• <b>Fiber IEC 60793, ITU-T G.657A</b></li> <li>• <b>Color code ANSI/EIA 359-A, IEC 60304</b></li> </ul>	

#### 25.11.1 Mechanical and Environmental specifications for 48 core SM (9/125) ADSS fiber optic cable

The cable shall be constructed from materials which have been technically proven and able to withstand the electrical and environmental conditions. **Error! Reference source not found.** below gives the desired mechanical and environmental specifications for the ADSS Fiber Optic Cable for minimum performance characteristics.

Table 3 Mechanical and environmental Specifications for 48 Core SM (9/125) ADSS Fiber Optic Cable

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
4.	Fiber type	Single Mode	
5.	Fiber counts	48	
6.	Tube Count	4	
7.	Fibers per tube	12	
8.	Minimum Operating Load	6000 N	
9.	Minimum Bending Radius Installation Long Term	20xO.D. 10xO.D.	
10.	Minimum. Compressive Loading	4000 N / 10 cm	
11.	Impact Resistance	4.4 J, 3 x 2 times	
12.	Twist (Torsion)	10 turns of 180° on 125xO.D.sample, both ways.	
13.	Storage Temperature Range	-50° C to +50° C	

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
14.	Operating Temperature Range	-40° C to +50° C	
15.	Core Fluid Penetration	1 m sample, 1 m water head for 24 Hrs	
16.	Typical minimum Span length (Distance Between Poles)	Up to 150M	
17.	Warranty	15 years	
18.	UV Resistance	Excellent weathering and UV resistance	
19.	Outer Cable Markings	Year, ITU-T G657A, Property of Kenya Power & Lighting Company Plc	
20.	Packing	Rolls of 4000M	
21.	Length marking	Every meter	
22.	Color of Cable	Black	
23.	Performance	Allowed attenuation per Km for the 9/125 micron single mode fiber optic cable 1) 1310 0.4 dB/km 2) 1550 0.3 dB/km	
24.	Fusion splice loss	Maximum allowed loss 0.1db	
25.	Wind Speed	Minimum 20m/s	
26.	Jacket	UV stable Polyethylene (PE) for ADSS Cable, AT for approach cable	

#### 21.12 OPTIC FIBRE APPROACH CABLE (OFAC)

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Optical Fiber Approach Cable (OFAC)	The ADSS aerial cable shall terminate at the first structure after the bus bar and at the last pole towards the office building. This is normally a short distance from the building. An underground fiber optic cable shall be run from this structure to the building. This approach cable shall be of loose buffer type Optical Fiber Approach Cable (OFAC) of 48 Fibers in four (4) tubes each carrying twelve (12) fibers. The fiber optic approach cable shall be entirely suitable for laying through HDPE pipe in the cable ducts and on cable trays. The cable shall comprise of a tensile strength member, fiber support/bedding structure, core wrap/bedding and over all impervious jacket. No intermediate joints shall	

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
		<p>be permitted in any run of approach cable between its two termination points. The cable sheathing shall have additive to prevent rodent attack. The fiber optic approach cable shall have a minimum outer jacket thickness of 3.0 millimeters and shall meet the following requirements.</p> <ul style="list-style-type: none"> <li>i) Fire retardant and no acid gas evolution.</li> <li>ii) Resistance to ultra-violet deterioration.</li> <li>iii) Anti-moisture penetration.</li> <li>iv) All other requirements will be same as ADSS.</li> </ul>	

### 21.13 High Density Polyethylene (HDPE) pipe

The HDPE pipe shall be used for protecting the ADSS Fiber optic cable in underground installation. The HDPE shall be constructed from materials which have been technically proven and in conformity with ISO 4427-1. The HDPE shall meet the minimum specifications in **Error! Reference source not found.** below.

Table 4 Specifications for High Density Polyethylene (HDPE) Pipe

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Outside Diameter	30mm	
2.	Pressure	1.6Mpa	
3.	Color	Black	
4.	Material	PE, Polyethylene	



Figure 1 HDPE Pipe

### 21.14 General Specifications for 48/96-Port Rack Mount Optical Distribution Frame (ODF)

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
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ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	48 port, 19" 1U Rack Mountable Optical Distribution Frame (ODF) or 96 port, 19" 2U Rack Mountable Optical Distribution Frame (ODF)	<p>This shall be a 48 port, 19" 1U Rack Mountable Optical Distribution Frame (ODF) or 96 port, 19" 2U Rack Mountable Optical Distribution Frame (ODF) as per specification.</p> <p>It shall be used for the termination of the Fibers within a wall mounted or floor standing rack cabinet. The ODF shall be designed to provide protection for fiber splicing of pre-connectorized pigtails and to accommodate connectorized termination and coupling of the fiber cables. It shall be supplied complete with 48 or 96 port patch panel, SM pigtails with LC connectors, splice tray cassettes, splice sleeves, cable glands &amp; 2U cable management finger duct. <b>Error! Reference source not found.</b> below shows a sample of the 48 port Rack Mountable ODF while <b>Error! Reference source not found.</b> below shows a sample of the 2U cable management finger duct.</p>	



Figure 2 Rack mount Optical Distribution Frame (ODF)



Figure 3 2U-Cable Management Finger Duct

### 21.15 General Specifications for 48/96-Port indoor wall mount ODF with SC connectors complete with pigtails

The Indoor Wall Mount Optical Distribution Frame (ODF) shall be used for the termination of the Fibers in the building. The ODF shall be wall mounted and designed to provide protection for fiber splicing of pre-connectorized pigtails and to accommodate connectorized termination and coupling of the fiber cables. It shall be supplied complete with 48 port patch panel, SM pigtails with LC connectors plus adapters, splice tray cassettes, splice sleeves, cable glands and wire management where necessary.



Figure 4 Wall mount Optical Distribution Frame (ODF)

Table 5 Minimum requirements for Indoor Wall mount 48port &amp; 96 port ODF

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERERS OFFER
1	48 port indoor Wall Mount ODF	i) 96 port patch panel, ii) SM pigtails with LC connectors and adapters, iii) splice tray cassettes, iv) splice sleeves,	

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERERS OFFER
		v) cable glands and wire management vi) Dust proof vii) Water Proof	
2	96 port indoor Wall Mount ODF	i) 96 port patch panel, ii) SM pigtails with LC connectors & adapters, iii) splice tray cassettes, iv) splice sleeves, v) cable glands and wire management vi) Dust proof vii) Water Proof	

#### 21.16 4-way Splice Box - Plastic

The 4-way splice box shall be used for establishing joints in the ADSS Fiber Optic Cable. It shall be of the vertical type and shall provide for a minimum of 96 fiber terminations. It shall be of plastic material suitable for use in aerial, direct buried and/or underground cable joints. It shall provide a minimum of 4 cable out ports. **Error! Reference source not found.** below gives a summary of the minimum requirements for the 4-way plastic splice box while **Error! Reference source not found.** shows a sample of the vertical plastic splice box complete with pole affixture.

Table 6 Minimum requirements for 4-way plastic splice box

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Construction	Dome	
2.	Minimum cable out ports	4	
3.	Minimum fiber capacity	96 cores	
4.	Size	400x140mm	
5.	Material	PC Plastic	
6.	Sealing structure	Waterproof screw mechanical seal	
7.	Working Temperature	-40°C to 65°C	
8.	Relative humidity	Up to 85%	
9.	Application	Aerial, Direct buried, underground	
10.	Pole affixture	Adjustable pole mounting clips minimum diameter 210-240mm	
11.	Drawings	The tenderer shall attach drawings for the proposed splice boxes.	

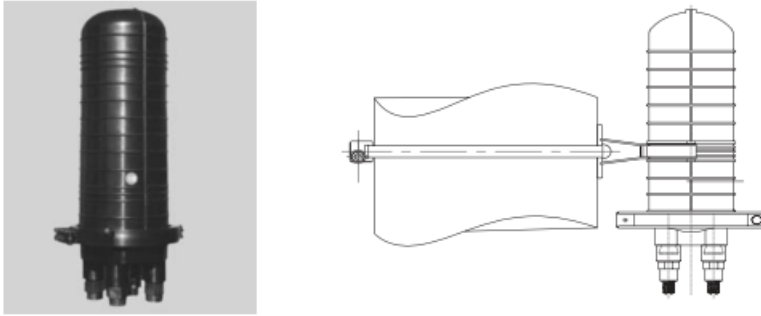


Figure 5 Plastic Splice/Joint Box

### 21.17 Fitting Materials

All materials fittings that shall be used in the construction of the ADSS Fiber Optic cable network extension shall conform to the approved standards by IEEE1222. The bidder shall attach type test certificates from the certifying bodies for the fittings thereof.

### 21.18 TECHNICAL SPECIFICATIONS FOR THE TOOLS

A set of the requisite tools shall be provided with each lot as specified in the schedule of requirements. The tools shall conform to the minimum requirements below;

#### 21.18.1 7 Inch String Block Rollers

The 7inch string block rollers shall consist of a single roller block frame that is made high strength plastic sheave mounted on anti-friction ball bearings suitable for supporting the ADSS Fiber optic cable during overhead stringing. It shall be used for temporary support of the Fiber cable during network construction. **Error! Reference source not found.** below shows a sample of the 7inch string block roller



Figure 6 7inch String Block Roller

Table 7 Minimum requirements for 7inch String Block Rollers

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Sheave Material	Plastic/Nylon	
2.	Roller Block type	Hook	
3.	Weight (kg)	2	
4.	Working load (kN)	5	
5.	Drawings	The tenderer shall attach drawings for the proposed splice boxes.	

### 21.18.2 Fusion Splicing kit

The Fusion splicing kit shall consist of the basic set of implements necessary to carry out a fusion splicing exercise and shall include the following at the minimum; a fusion type splicing machine, cleavers, cable strippers, batteries and power cord. The splicing machine shall be a small and lightweight Single mode splicer with high versatility. It shall be well suited for FTTX applications and shall be of robust construction. Below are the features desired for the fusion splicing machine;

- i. Rugged construction providing shock, dust and moisture resistance
- ii. Ability to withstand a 30" drop test.
- iii. Dual monitor position with automatic image orientation
- iv. Automatic arc calibration and ribbon fiber identification
- v. Auto-start tube heater
- vi. Color LCD display and anti-reflective coating for excellent visibility in bright sunlight
- vii. Simultaneous battery charge and splicer operation
- viii. Long life battery (up to 90 splice/heat cycles per charge)
- ix. Detachable work table incorporated into the transit case
- x. Data and video download software and splicer upgrade software to be included; software upgrades through PC application via the internet
- xi. Green friendly – RoHS & WEEE compliant

Table 8 Minimum requirements for Fusion Splicing Machine

#	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERERS OFFER
1.	Type	Fusion Splicer	
2.	Applicable Fibers	Single-mode ITU-T G.652, G.657	
3.	Fiber Count	Single, 2, 4	
4.	Cladding Diameter	80µm to 125µm	
5.	Coating Diameter	Single: 100µm and 1000µm	
6.	Fiber Cleave Length	5mm to 16mm	
7.	Typical Average Splice Loss	0.02dB with SM, measured by cut-back method relevant to ITU-T and IEC standards	
8.	Splicing Time	Ultra-Fast Mode-6seconds SM FAST mode —7 seconds; SM AUTO mode — 12 seconds;	



#	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERERS OFFER
		AUTO mode — 15 seconds	
9.	Arc Calibration Method	Automatic, real-time and by using results of previous splice when in AUTO mode, Should have option of manual arc calibration function	
10.	Splicing Modes	100 preset and user programmable modes	
11.	Storage of Splice Result	Last 10,000 splice results to be stored in internal memory	
12.	Fiber Display	Both X and Y simultaneously with option of rear monitor display with automatic image orientation	
13.	Magnification	320 times; 400 times after splicing	
14.	Viewing Method	Dual cameras with 4.73 inch TFT color LCD monitor with anti-reflective coating	
15.	Operating Condition	0 to 5,000m above sea level, 0 to 95% RH, -10 to 50°C respectively	
16.	Mechanical Proof Test	1.96 to 2.25N	
17.	Tube Heater	Built-in tube heater with 30 heating modes complete with auto-start function	
18.	Tube Heating Time	50 seconds with FP-5 sleeve, 40 seconds with FP3 (40	
19.	Protection Sleeve Length	60mm, 40mm, micro	
20.	Splice/Heat with Battery	90 cycles with power save functions activated	
21.	Power Supply	Auto voltage selection from 100 to 240V AC or 10 to 15V DC	
22.	Terminals	USB 2.0 (USB-B type) for PC communication	
23.	Wind Protection	Maximum wind velocity of 50m/s.	
24.	Electrode life	5000splices	
25.	Dimensions	120W x 189D x 72H (mm) /	
26.	Weight	1140g ( with battery)	

### 21.18.3 Fiber Termination Tool Kit

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Fiber termination Tool kit	The termination Tool kit shall be a standard toolkit that contains a collection of essential tools needed for termination of Single Mode fiber optic cable of all connector styles (SC, LC & ST). The case should be a carry like briefcase that is rugged and compact. The case shall be lined with a foam-padding material that keeps	

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
		the tools safe, neat and in proper working order	
2.	Tools to be included in the fiber termination toolkit	<p>The tools desired in the toolkit shall include the following;</p> <ol style="list-style-type: none"> <li>1. PVC Electrical Tape</li> <li>2. 2 oz Cleaning Solvent</li> <li>3. Trihole Fiber Stripper</li> <li>4. Connector Cleaner</li> <li>5. Kevlar Scissors</li> <li>6. Jacket Stripper</li> <li>7. Buffer Tube Stripper</li> <li>8. Round Cable Slitter</li> <li>9. 6" Side Cutting Pliers</li> <li>10. (50) Foam Swabs</li> <li>11. Cleaning Tissue</li> <li>12. Utility Knife</li> <li>13. Tweezers</li> <li>14. Needle Nose Pliers</li> <li>15. Piano Wire</li> <li>16. Fiber Optic Wipes</li> <li>17. Bit Screwdriver</li> <li>18. Black Marker</li> <li>19. Safety Glasses</li> <li>20. Degreaser Wipes</li> <li>21. Fusion Splice Sleeves 60mm</li> <li>22. Black Work Mat</li> <li>23. Fiber Disposal Unit</li> <li>24. Ruler</li> <li>25. Fabric Tape Measure</li> <li>26. 1/2" Nut Driver</li> <li>27. Economy Tie Labels</li> <li>28. Shrink Tube Kit</li> <li>29. 1Mtr 3mm Furcation</li> <li>30. 1Mtr 900µm Furcation</li> <li>31. Jacket Stripper</li> <li>32. 6" Side Cut Pliers</li> <li>33. 6" Needle Nose Pliers</li> <li>34. Utility Knife</li> <li>35. 6 in 1 Screwdriver</li> <li>36. 24'/7.5 Meter Tape Measure</li> <li>37. 1/2" Nut Driver</li> <li>38. 7/16" Nut Driver</li> <li>39. Pocket Visual Fault Locator</li> <li>40. Cable Cutters</li> <li>41. LED Flashlight</li> <li>42. Spare Cleaver</li> </ol>	

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#### 21.18.4 Optical Time Domain Reflectometer (OTDR)

*FIBER OPTIC CABLE NETWORK EXTENSION-PHASE IV*

The OTDR shall be an easy to use device of portable construction. It shall be of high performance in optical fiber troubleshooting functionalities with capability of locating fiber breaks and high loss events over long distances. It should be able to detect the fiber break location and display the results on an LCD screen. **Error! Reference source not found.** below gives the minimum requirements for the desired OTDR

Table 9 Minimum requirements for OTDR

S/No.	ITEM DESCRIPTION	MINIMUM REQUIREMENT	TENDERS OFFER
1.	Fiber Type	9/125 $\mu$ m Single Mode	
2.	Wavelength	1550 $\pm$ 20nm	
3.	Emitter Type	LD	
4.	Connector Type	SC	
5.	Pulse Width (ns)	10/20/40/80/160/320/640/1280/2560/5120/12400/24800 (auto-switch)	
6.	Max Output Power	100 mW	
7.	Max Measurement Range	130km	
8.	Distance Accuracy	+/- (0.8m + 0.001% x Distance)	
9.	Data Storage	999 measurements	
10.	Event Dead Zone	3 m	
11.	Power Supply	AC/DC adapter & Rechargeable NiHM Batteries	
12.	Battery Life	15,000 uses	
13.	Operating Temp.	-10°C to 55°C	
14.	Storage Temp	-20°C to 60°C	
15.	Humidity	<85% (non-condensing)	
16.	Communication Port	USB/Serial	
17.	Dimension (mm)	190L * 105W * 55H	
18.	Net Weight	250g	

#### 21.18.5 Optical Light Source & Optical Power Meter Set

The Optical Light Source (OLS) and Optical Power Meter (OPM) shall come a sing set of instrucments to be used for Optical power of a given fiber link. Below are the key features desired for the OLS & OPM set;

- i. Pocket sized and of Rugged construction
- ii. Should be providing shock, dust and moisture resistance
- iii. Ability to withstand a 30” drop test.
- iv. Multiple calibration wavelengths to address all network types
- v. Wave ID tests up to three wavelengths simultaneously - slashing test time
- vi. Field-swappable connector adapters for maximum flexibility
- vii. Long battery life for extended field use

**Error! Reference source not found.** below provide the minimum requirements for the Optical Light Source and Optical Power Meter set.

Table 10 Minimum requirements for OLS &amp; OPM

S/No.	ITEM DESCRIPTION	MINIMUM REQUIREMENT	TENDERS OFFER
Optical Light Source (OLS)			
1.	Emmitter type	LD	
2.	Wavelength	1310/1550±20nm	
3.	Output Power	-7 dBm(SM fiber)	
4.	Spectrum width	<5nm	
Optical Power Meter (OPM)			
5.	Fiber type	SM	
6.	Calibrated Wavelength	850, 1300, 1310, 1490, 1550, 1625 nm	
7.			

**21.18.6 Visual Fault Locator(VFL)**

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	TENDERER'S OFFER
1.	Fiber Optic Visual Fault Locator (VFL)	The Fiber Optic Visual Fault Locator shall be a rugged, compact and lightweight pocket fitting light source. It shall be able to emit a high intensity 650nm visible Red Laser into a patch cord or cable to check the continuity of a fiber and identify the fiber's far end, or be used to visually identify the location of a fiber break. The Fiber Optic Visual Fault Locator shall have a minimum 30-hour battery life in continuous mode and 40 hours in modulated mode. The Fiber Optic Visual Fault Locator shall be designed to be of a size that fits in the pocket and for single mode fiber optic applications with a range of 25km to 30km.	

**21.18.7 Hand Held Labeling Machine**

The Hand held labeling Machine shall be a rugged handheld printer that shall be capable of creating a wide variety of custom, self-adhesive labels. The label printer shall be capable of producing alphanumeric labels with capability for adjusting the label sizes to suit the devices being labeled. **Error! Reference source not found.** shows the minimum requirements for the hand held labeling machine

Table 11 Minimum requirements for Hand held labeling machine

S/No.	ITEM DESCRIPTION	MINIMUM REQUIREMENT	TENDERS OFFER
1.	Keypad	QWERTY	
2.	Display	16 characters/ 1 line LCD	
3.	Power	Dry cell batteries with an AC Adaptor option	

4.	Print speed (mm/sec)	20	
5.	Print Resolution (dpi)	180	
6.	Max print height (mm)	9	
7.	Tape width (mm)	6 to 12	
8.	Cutter type	Manual	
9.	Label length (mm)	300	
10.	Font sizes	3	
11.	Font styles	10	
12.	Fonts	3	
13.	Symbols	253	
14.	Language	English	