



**KENYA ELECTRICITY GENERATING COMPANY LIMITED**

**KGN-TURK-03-2017**

**TENDER FOR REHABILITATION OF PERMANENT  
CAMP 11KV AND 415V POWER SUPPLY LINES AT  
TURKWEL POWER STATION  
(Exclusive to Registered Groups of Youth)**

Kenya Electricity Generating Company Limited  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
NAIROBI.  
Website: [www.kengen.co.ke](http://www.kengen.co.ke)

March, 2017

# TABLE OF CONTENTS

## INTRODUCTION

SECTION I	INVITATION TO TENDER
SECTION II	INSTRUCTIONS TO TENDERERS Appendix to Instructions to Tenderers
SECTION III	GENERAL CONDITIONS OF CONTRACT
SECTION IV	SPECIAL CONDITIONS OF CONTRACT
SECTION V	TECHNICAL SPECIFICATIONS
SECTION VI	SCHEDULE OF REQUIREMENTS
SECTION VII	PRICE SCHEDULE
SECTION VIII	STANDARD FORMS
8.1	Form of Tender
8.2	Contract Form
8.3	Tender Securing Declaration Form
8.4	Performance Bank Guarantee Form
8.5	Confidential Business Questionnaires Form

## SECTION I INVITATION TO TENDER

KenGen invites sealed bids from YOUTH firms dully registered under YAGPO scheme for the **Rehabilitation of Permanent Camp 11KV and 415V power supply lines at Turkwel Power Station** whose specifications are detailed in the Tender Document.

Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director

Tel: (254) (020) 3666000

Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); Copy to [sdochieng@kengen.co.ke](mailto:sdochieng@kengen.co.ke); [cwainaina@kengen.co.ke](mailto:cwainaina@kengen.co.ke) .

where the tender document may be collected upon payment of a non-refundable fee of **KShs.1, 000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website [www.kengen.co.ke](http://www.kengen.co.ke) and [www.suppliers.treasury.go.ke](http://www.suppliers.treasury.go.ke). Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded copies are free of charge.

**Bidders are advised to take keen interest on the information provided under the Appendix to Instructions to Tenderers (A.I.T.T.) and the Special conditions of the Contract (S.C.C.).**

Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.

Tenders must be submitted in a plain sealed envelope and marked “**Rehabilitation of Permanent Camp 11KV and 415V power supply lines at Turkwel Power Station**” and addressed to:

**Company Secretary & Legal Affairs Director  
Kenya Electricity Generating Company Limited  
7<sup>th</sup> Floor, Stima Plaza Phase III  
Kolobot Road, Parklands  
P O Box 47936 - 00100  
NAIROBI, KENYA**

On or before: **10<sup>th</sup> April 2017 at 2.00 p.m.**

There will be a **Mandatory Site Visit on 28<sup>th</sup> March 2017** as from 10.00 a.m. at Turkwel Power Station

Tenders will be opened on **10<sup>th</sup> April 2017 at 2.30 p.m.** .in the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7<sup>th</sup> Floor. The company reserves the right to vary the quantities.

**SUPPLY CHAIN DIRECTOR**

## SECTION II

### INSTRUCTIONS TO TENDERES

1. General
  - 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
  - 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
    - (a) Copies of certificates of registration, and principal place of business;
    - (b) Total monetary value of construction work performed for each of the last five years;
    - (c) Experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
    - (d) Major items of construction equipment owned;
    - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
    - (f) Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
    - (g) Authority to seek references from the Tenderer's bankers.
  - 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
  - 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
  - 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
  - 1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/= Downloaded documents will be free of charge. Bidders who download documents shall promptly notify the Procuring Entity.

- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2. Tender Documents**

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

- (a) These instructions to Tenderers
- (b) Form of Tender
- (c) Conditions of Contract and Appendix to Conditions of Contract
- (d) Specifications
- (e) Drawings
- (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
- (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

## **3. Preparation of Tenders**

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.

3.2 The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;
- (b) Tender Security;
- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
- (d) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

### **Tender security**

3.6. The tenderer shall furnish, as part of its tender, **a tender securing declaration form as prescribed in the appendix to ITT.**

The tender security is required to protect Kenya Electricity Generating Company Limited against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to Kenya Electricity Generating Company Limited and valid for **at least 30days beyond tender validity**

Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by Kenya Electricity Generating Company Limited as non responsive, pursuant to paragraph 22.

Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Kenya Electricity Generating Company Limited.

2.6 successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by Kenya Electricity Generating Company Limited on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30  
or
  - (ii) to furnish performance security in accordance with paragraph 31

3.6 Tenders shall remain valid for a period of **Ninety (90) days** from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.

3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

3.10 The procuring entity shall reply to any written clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### 4. Submission of Tenders

4.1 The tender duly filled and sealed in an envelope shall;-

- (a) be addressed to the Employer at the address provided in the invitation to tender;
- [b] bear the name and identification number of the Contract as defined in the invitation to tender; and
- [c] provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- 4.4 Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.5 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.6 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

## 5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Procuring Entity. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Procuring Entity.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
  - (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.



- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

5.5 The tender evaluation committee shall evaluate the tender within fifteen (15) days of the validity period from the date of opening the tender.

5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.

5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request

5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%

5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within fifteen (15) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

## 7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

### Appendix to Instructions to Tenderers

The following information for procurement of small works shall complement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE		PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Eligibility</i>	<i>Eligible <b>youth</b> firms may form Joint Ventures with specialist contractors in order to leverage on technical and financial capabilities. The Youth entity must, however, have a minimum of 70% stake in the proceeds of the Joint Venture as described in the Invitation to Tender and as per clause 55 of PPADA 2015</i>
2.15	<i>Tender Validity</i>	<i>Tenders shall remain valid for <b>90 days after</b> the date of tender opening as prescribed by the Procuring entity.</i>
2.14.2 2.14.4	<i>Tender Security</i>	<p><b>No tender securities</b> shall be required from the enterprises participating in this tender. However, bidders shall be required to complete and sign the <b>Tender Securing Declaration Form</b> furnished in this tender document.</p> <p><i>The tender securing declaration form is required to assure the Procuring Entity of the protection against the risk of Tenderer's conduct, whereby any bidder from the target group who fails to adhere to the terms of the Tender Securing Declaration Form shall be liable to debarment pursuant to section 61 (5) of the Public Procurement and Asset Disposal Act 2015</i></p> <p><i>Any tender not secured in accordance with this requirement will be rejected as non-responsive.</i></p>
2.18.3	<i>Tender Closing date</i>	<b>10<sup>th</sup> April 2017 AT 2.00 P.M.</b>
2.24.4	<i>Evaluation Criteria</i>	<p><i>Preliminary Evaluation Requirements</i></p> <ul style="list-style-type: none"> <li>• <i>Duly completed Price Schedule</i></li> <li>• <i>Duly completed Tender Form</i></li> </ul>

- Duly completed and signed Mandatory site visit certificate
- Duly filled Tender securing declaration form
- Duly Completed Confidential Business Questionnaire (CBQ) as provided below\*.
- Copy Certificate of Incorporation / Registration
- Copy of Certificate of Registration in a target group (AGPO-YOUTH)
- Copy of Registration with Energy Regulatory Commission (**ERC**) for the specialist contractor
- Copy of National Construction Authority certificate (**NCA 7** and above for Specialist contractor)
- Copy of Valid Tax Compliance or exemption Certificate.
- Joint Venture Agreement with specialist contractor, where applicable
- Duly Completed POWER OF ATTORNEY form, ONLY in cases of joint ventures/consortiums.
- Pagination/ serialization of all pages of the bid document.
- Submission of the required copies of the bid document.

Technical Evaluation criteria

- Compliance to technical specifications as stipulated in section IV of this tender
- Adequacy of the provided detailed works methodology and program of work
- Examination of the proposed field technical team and staffing structure for the works
- Academic and professional qualifications of the individuals in the youth entity – Two (2) qualified **electrical experts** with a relevant bachelors degree/ diploma and a minimum of 5 years experience (CVs and testimonials must be attached and one (1) **civil/ structural expert** with a relevant bachelor's degree/ diploma and a minimum of 5 years' experience
- In the case of a Joint Venture with a specialist contractor, the specialist firm must possess a minimum of **10 years' experience**, in addition to the other statutory registration elements.

Financial Evaluation Criteria

		<ul style="list-style-type: none"> <li>• <i>Checking for completeness in the quotation for all items in the BQ/ Price Schedule.</i></li> <li>• <i>Checking for any arithmetic errors in the tender. In case of discrepancy between unit price and total, the unit price shall prevail. If the error will be deemed as a major deviation, the bidder shall be disqualified at this stage.</i></li> <li>• <i>The lowest evaluated bidder will be considered for award.</i></li> </ul>
2.27.7	<i>Due Diligence</i>	<i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i>
	<i>Performance Security</i>	<i>Shall be 1% of the contract sum in the form of a bank guarantee or issued by an authorized financial institution.</i>
2.31.1.1	<i>Corrupt or Fraudulent Practices</i>	<p><i>KenGen adheres to high standards of integrity in its business operations. Report any unethical behaviour immediately to the provided anonymous hotline service.</i></p> <p><b>Call Toll Free: 0800722626</b></p> <p><b>FreeFax: 00800 007788</b></p> <p><b>Email: kengen@tip-offs.com</b></p> <p><b>Website : www.tip-offs.com</b></p>

**SECTION III  
GENERAL CONDITIONS OF  
CONTRACT**

1. DEFINITIONS
2. CONTRACT DOCUMENTS
3. EMPLOYER'S REPRESENTATIVE'S DECISIONS
4. WORKS, LANGUAGE AND LAW OF CONTRACT
5. SAFETY, TEMPORARY WORKS AND DISCOVERIES
6. WORK PROGRAM AND SUB-CONTRACTING
7. THE SITE
8. INSTRUCTIONS
9. EXTENSION OF COMPLETION DATE
10. MANAGEMENT MEETINGS
11. DEFECTS
12. BILLS OF QUANTITIES/SCHEDULE OF RATES
13. VARIATIONS
14. PAYMENT CERTIFICATES AND FINAL ACCOUNT
15. INSURANCES
16. LIQUIDATED DAMAGES
17. COMPLETION AND TAKING OVER
18. TERMINATION
19. PAYMENT UPON TERMINATION
20. CORRUPT GIFTS AND PAYMENTS OF COMMISSION
21. SETTLEMENT OF DISPUTES
22. APPENDIX TO CONDITIONS OF CONTRACT

## Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Notification of award.

“Days” are calendar days; “Months” are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” means Kenya Electricity Generating Company Limited and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“ A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“ A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

## 2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Contract Agreement,
- (2) Notification of award
- (3) Letter of Acceptance,
- (4) Conditions of Contract
- (5) Technical Specifications
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable)
- (8) Contractor’s Tender,
- (9) Applicable Addenda and Clarifications

## 3. Employer’s Representative’s Decisions

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.



#### 4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

#### 5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

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

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

#### 6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

#### 7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## 8 Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

## 9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test

showed that the Work, materials or goods were not in accordance with this Contract, or

- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

## 10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

## 11 Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## 12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

## 13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

## 14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's

Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- (i) Advance payment \_\_\_\_\_ (percent of Contract Price, [after Contract execution] \_\_\_\_\_ to be inserted by the Employer).
  - (ii) First stage (define stage) \_\_\_\_\_
  - (iii) Second stage (define stage) \_\_\_\_\_
  - (iv) Third stage (define stage) \_\_\_\_\_
  - (v) After defects liability period .
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

## 19. Payment Upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Contractor and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

## 20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or dis-favour to any person in relation to this or any other contract with the Employer.

- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## 21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

## 22 Taxes

- 22.1.1 "**Taxes**" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

### 22.1.2 Local Taxation

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

- 22.1.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

- 22.1.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.2.1.2 above.

### Tax Deduction

- 22.1.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon



remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

22.1.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

### **Tax Indemnity**

22.1.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

22.1.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

22.1.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

## **APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name: KENYA ELECTRICITY GENERATING COMPANY LTD

Address: P.O BOX 47936 – 00100, NAIROBI

Name of Employer's Representative:  
CHIEF ENGINEER, TECHNICAL SERVICES (WESTERN HYDROS)

Telephone: 0711 036841

### **The name (and identification number) of the Contract is**

Rehabilitation of Permanent Camp 11KV and 415V power supply lines at Turkwel Power Station

### **The Works consist of**

Decommission existing 415Vac wooden poles holding overhead conductor which in turn serve a network of 4 core 35mm sq armored cable along entire permanent camp 415V network. The underground cable shall be buried 2 feet below the ground and appropriate concrete danger markings shall be laid with signage Make concrete plinth work as bases for outdoor lockable with key marshalling boxes

Removal of existing 11KV wooden poles, and replacing with concrete poles

Complete with all necessary fittings (e.g. cross arms, stay wires, rubber

Composite insulators, 11KV surge diverters, 11KV tapping fuses, LV fuses and

Fuse carriers, bolts, nuts etc) connecting XLPE cable at take-off and destination

Transformer mounted on H-Poles

The Commencement Date shall be the date of contract signature

The contract duration shall be 6 Months

### **The Site is located at**

Turkwel Power Station is located 22KM off the Kitale-Lodwar Road, 150KM from Kitale and approximately 550km from Nairobi within the Republic of Kenya.

The Defects Liability Period is SIX (6) MONTHS.

Amount of Performance Security is One (1) % of the contract sum in the form of a bank guarantee or issued by an authorized financial institution

Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Electricity Generating Company Limited the performance security in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to Kenya Electricity Generating Company Limited as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenya Electricity Generating Company Limited and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Kenya Electricity Generating Company Limited, in the form provided in the tender documents.

The performance security will be discharged by Kenya Electricity Generating Company Limited and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

Management meetings will be agreed upon during the kick off meeting

Payment terms shall be 30 days (credit period) after commissioning and take over of the works, and following certification by the Inspection and Acceptance committee

Advance Payments shall NOT be applicable

Retention:

There shall be 10% retained as retention fee to be paid after 6 months defects Liability period is over.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7	<i>Performance security shall be 10% the value of contract</i>
3.8.5	<i>The supplier shall be required to expressly confirm that the goods supplied shall be under 12/24 months warranty.</i>
3.11.1	<i>Proof of Insurance shall be provided to KenGen on demand</i>
3.12.3	<i>Terms of payment shall be 30 days upon receipt of a dully stamped invoice inspection done by the Inspection &amp; the acceptance committee for local &amp; 60days for overseas</i>  <i>Credit period 30/45/60 days</i>  <i>Letter of Credit terms for Local and Overseas suppliers</i>
3.18.3	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i>

## SECTION V

### TECHNICAL SPECIFICATIONS

#### **5.0 INTRODUCTION**

Turkwel Power Station is located 22KM off the Kitale-Lodwar Road, 150KM from Kitale and approximately 550km from Nairobi within the Republic of Kenya.

The permanent camp power line comprises 11KV wooden pole line originating from camp feeder 11KV substation. Inside the permanent camp we have several step down transformers (11KV/415V) whose output is supplied to individual houses via some underground cables in a loop manner (contractor is advised to check this during site visit)

#### **5.1 SCOPE OF WORK AT TURKWEL POWER STATION**

- a) The scope of work shall include decommissioning and removal of the old wooden 11KV and 415V poles and relocation to a site to be shown by KenGen project engineer
- b) Replacing the wooden poles with concrete poles with all required accessories like stay wires, cross arms and three phase conductor similar to decommissioned cable capable of supplying load as current.as per technical specification mention below. Site clearance shall be the responsibility of the contractor.
- c) Contractor shall supply on site, install the concrete poles and commission the lines. Put up recommended lightening surge protection for each 11 KV feeder or line. This shall include: copper strips, earth rods with good grounding point to achieve zero potential.
- d) Supply of a new 11kv/415Vac, 250KVA pole mounted transformer.
- e) Mount the existing transformers on H-Poles and terminate them appropriately.
- f) Replace the 415Vac overhead network with a 4 core 35mm squared armored cable and lay it at least 2 feet underground. The cable will be terminated at marshalling boxes at strategic junctions to the houses.
- g) In case of damage, to any concrete pole either during transit, storage or erection, contractor will be held liable and will replace at his own cost. This also applies to any marshalling box and contents therein
- h) Tender shall visit site prior to tender submission as a pre-condition.
- i) The contractor shall specify the origin of the components used and the international standard to which they subscribe.
- j) All contractor MUST submit work plan with sketches and design drawings during tender submission (any tender submitted without will be considered nonresponsive).
- k) In line KenGen's document approval system which shall be explained to the winning bidder, before manufacture and construction, the designs shall originate from basic to detailed. This will be further discussed with winning bidder.

- l) In addition to above technical specifications, the contractor will supply 3No copies of complete schematic drawings. This will be for approval before works commence and at completion of works to provide similar three copies of as-built drawing.
- m) The contractor MUST be registered by National Construction Authority (NCA) to carry out such works and the Energy Regulation Commission (ERC). Prove of registration and classes MUST be provided with the tender. (Tenders without will be considered non-responsive)

## **5.2 SPECIFICATION OF 11KV OVERHEAD LINE.**

The scope of work covered by this specification will be:

- 1) The supplier to decommission existing/old line comprising poles and conductors and tabulate item by item. The contractor shall be allocated a place to transport and store this items before handover to KenGen at project completion. Please note that the contractor shall be required to hand over this items during handover and discharge at end of the project.
- 2) Supply new concrete poles with all necessary support like stay wires, lay new 11KV overhead conductor for all the three phases along entire 11KV network with associated cross-arms, tapping switches and earthing points.
- 3) The contractor shall then lay new 11KV overhead conductor for the entire length and span as covered by the new concrete poles to be installed.
- 4) Run a pole mounted multiple earth for the entire 11KV line. This is to provide additional protection in case of lighting surges.
- 5) Do bush clearing, dig holes and provide appropriate anchorage to the poles. This includes all stay wires necessary, appropriate lighting protection gear,
- 6) Provide isolation points using tapping links/fuses with an earthing apparatus while carrying out maintenance.
- 7) Install all step down transformers on H-pole complete with adequately rated surge diverters and taplink links/fuses
- 8) Provide concrete plinths where necessary for reinforcement.
- 9) Test line insulation resistance and commissioning of the 11 KV overhead lines.

The supplier shall undertake all installation and commissioning works under supervision of KenGen.

## **5.3. SPECIFICATION OF 415Vac LINE.**

The scope of work covered by this specification will be:

- 1) Decommission existing 415Vac wooden poles holding overhead conductor which in turn serve a network of 4 core 35mm sq armored cable along entire permanent camp 415V network.
- 2) The underground cable shall be buried 2 feet below the ground and appropriate concrete danger markings shall be laid with signage

- 3) Make concrete plinth work as bases for outdoor lockable with key marshalling boxes
- 4) The lockable marshalling boxes must
  - a) Single door with hinges.
  - b) Lockable with keys.
  - c) Proposed size: LxWxH (700mmx300mmx750mm)
  - d) use galvanized sheet steel of minimum thickness 2.5mm
  - e) Stand at least 1 foot from the ground
  - f) withstand harsh weather and no ingress to rain, moisture or dust and must be vermin proof. Protection class for panel shall be IP55.
  - g) Colour and finish using RAL7035 which shall withstand harsh weather and shall not fade.
  - h) Cable entry: unless specified, from bottom
- 5) The devices inside the marshalling box shall be mounted on DIN rail and all connections shall be sound using appropriate terminal strips of appropriate size. The (3phase + Neutral) copper strip with appropriate insulation shall be used for incoming 415V armored cable to outgoing armored cable.
- 6) Outgoing loads to existing houses: Terminate existing 415V power cables inside the marshalling boxes by appropriate gladding and provide isolation inside using 2X100A MCBs, and provide a spare 50A MCB for future loads for the 18 boxes.
- 7) **Provide proper earthing at each marshalling box using earthing rod and wire.**
- 8) **Where it is necessary for cable to cross access roads or paths, the armored cable shall be covered by a 50mm square galvanized steel pipe of adequate length and buried below the ground to protect the cable.**

## **5.4 GENERAL TECHNICAL SPECIFICATIONS**

### **5.4.1 Factor of Safety**

The minimum factor of safety at assumed maximum simultaneous working loading shall be as follows:

- i) Line conductors based on ultimate strength Max tension 3.0  
Everyday stress 5.0
- ii) Insulator and fittings, based upon electro-mechanical test and minimum failing load Insulators and insulator fittings 2.5  
Dead-end clamps and conductor fittings 2.5
- iii) Steel structures, bolts and other steel pole members based on elastic limit of tension members and on crippling loads of compression members:  
Steel Structures (Including steel cross arm) 2.5  
Bolts, nuts and washers 2.5
- iv) Supports, stays and cross arms subjected to the longitudinal transverse and vertical loads resulting in the lading conditions stated above:  
Steel supports and cross arms 2.5  
Stay assembly

and fittings 2.5 Foundation  
– Concrete 2.5

#### 5.4.2 **Working Conditions**

The maximum assumed working conditions shall be as follows:-

- a. Minimum temperature of line 25°C
- b. Ambient temperature of line conductor 35°C
- c. Maximum temperature of line conductors 65°C (70°C)
- d. Wind pressure on the whole projected area of conductors 400N/m<sup>2</sup>
- e. Wind pressure on projected area of insulator 400N/m<sup>2</sup>
- f. Wind pressure on projected area of support 400N/m<sup>2</sup>
- g. Altitude: 0 – 2200 meters above sea level.

#### 5.4.3 **Clearances and Spans**

##### 5.4.3.1 **Medium overhead lines minimum clearances at operating temperatures: -**

- a. Lines not exceeding 11kV across or along road: 5.8m (19ft)
- b. Lines not exceeding 11kV over private land: 5.2m (17ft)

##### 5.4.3.2 **Additional Clearances**

- a. 11 kV line conductors to any part of the building 2.7m (8ft. 8 inch).

#### 5.4.4 **Environmental Requirements**

The Contractor shall undertake to complete all works in accordance with statutory requirements including those of:

1. The Kenya Wildlife (Management and Conservation Act) Applicable for all works inside National Parks.
2. The Kenya Agricultural Act - Concerning protection against soil erosion.
3. Public Health Act – Concerning noise, water and air quality as they relate to human health
4. Chief Authority Act – Concerning the regulation of timber cutting and wasteful destruction of trees and avoidance of damage to the public road or other community facilities.
5. The Local Government Act – Section 145 for preservation or protection of wildlife and Section 163 regarding noise disturbance controls.

The Contractor shall take reasonable precautions to avoid damage to land, property, crops, etc. and shall ensure that the work is adequately supervised so that damage is reduced to the minimum. All surplus material shall be removed after erection and site shall be left in a clean and tidy condition, to the satisfaction of the Purchaser.

Where the Contractor considers that damage cannot be avoided if the work is to proceed normally he shall notify the Purchaser accordingly. The Purchaser will coordinate and facilitate assistance with the landowner concerned during negotiations for compensation. The Contractor will be responsible for compensation in respect of damage and the Contractor shall proceed with the work within the limits indicated by the Purchaser.



Where temporary removal of bound, wall or similar obstacles is necessary for the purpose of foundation installation or support erection, the cost of removal and subsequent reinstatement shall be deemed included in the Contract rates for foundation and support erection.

#### **5.4.5 Standards**

Unless another standard is mentioned in this Specification, all materials used and provided under this contract and all services performed must be in accordance with the latest amendments of the Standards of the International Electro-technical Commission (IEC) or British Standards (BS), applicable Kenyan Standards and the attached Material Specifications.

Suppliers who do not normally manufacture to IEC or BSI Standards may offer equipment in accordance with other recognized national Standards provided that they draw attention to any essential differences between their Standards and IEC/BSI Standards and Subject to the satisfaction of the Employer that the quality, finish and performance of the equipment complying with such standards shall be comparable to that complying with IEC or BS.

#### **5.4.6 Units of Measurements**

SI units (System International) shall be used in all the technical schedules and drawings.

#### **5.4.7 Materials**

Each of the several parts of the line shall be of such construction and design as to give long and continuous service with high economy and low maintenance costs.

All material used and equipment provided under this contract shall be new and of the best quality and workmanship and shall be of the highest class throughout with the designs and dimensions of all parts such that mechanical and electro-mechanical stresses which they are subjected shall not render them liable to distortion or damage under most severe conditions encountered in service. Repair of any defective parts shall not be permitted without the sanction in writing of the Project Manager.

The detailed design shall be carried out in manner to facilitate inspection, repairs and simplicity of operations and maintenance. All materials shall ensure satisfactory operations under the atmospheric conditions prevailing in the area where the lines are to be built, irrespective of season and under such variations of load and voltage as may occur under working conditions of the system.

Line supports, conductors, insulators and fittings shall be such as to minimize the risk of damage due to deterioration, or damage in service of any part of the line. The design shall incorporate any reasonable precaution and provision for the safety for those concerned in the maintenance of the Contract Works and all associated works supplied and executed under other contracts.

All corresponding parts shall be made to gauge, shall be inter-changeable wherever possible throughout the Contract Works and are to be such as will facilitate the fitting of replacement.

#### 5.4.8 Safety

All poles shall have a DANGER/HATARI warning plate, placed at a visible point in the pole at a height of 1.7m and legible from a distance of at least 2m.

#### 5.4.9 Excavation

The hole for the pole shall be excavated to a minimum of 1.8m for the 11m pole. If the base of the hole is not firm ground, the hole shall be excavated until firm ground is reached, otherwise the pole has to be placed on a flat rock block, min. 40 x 40 cm or a timber raft, min 80 x 80 cm. depending on the conditions.

The minimum hole depth for concrete poles shall be defined in the table:-

Pole Height H (m)	Size	Hole Depth Minimum (m)
10	Medium	1.6
11	Medium	1.8
11	Stout	1.8
12	Medium	2.0
12	Stout	2.0
14	Medium	2.2
14	Stout	2.2
15	Stout	2.4
17	Stout	2.6

The hole shall be dug to the required depth. Any holes left overnight must be covered in such a way that they do not pose any danger to persons or animals. A suitable method of warning shall be used to identify positions of the holes.

#### 5.4.10 Erection

The butt of the pole is laid over the hole with the length in the direction of the line. A skid board is placed against the hole to facilitate the entry of the butt when the pole is raised and prevent earth breaking into the hole during the process of erection. Erection of the poles shall be done using any of the following methods:

1. Erection ladders
2. Truck mounted hydraulic lifts
3. Guy ropes shall be used to prevent accident and to hold pole in a true vertical position. The pole is gradually raised to the vertical position and the butt guided in to the hole.

#### 5.4.11 Pole Dressing

Partial dressing can be done while the poles are lying on the ground; in this case care must be taken during erection to avoid the fittings being damaged. The fitting of the insulator shall be done after the pole has been erected.

#### 5.4.12 Back Filling

After erecting the pole and positioned it vertically, the pole shall be secured in this position by help of stones blocks placed in 2 or 3 layers, one layer at the bottom of the hole, and one to two layers at the top. The stones shall fill out the area between the pole and the wall and will secure that the pole remains vertical during the pole's lifetime

Between the layers of stone and above the top layer, the excavated soil can be used as backfill material if the origin soil is appropriate for tamping. The soil should be wet and backfilled slowly and each layer thoroughly tamped until the tamp makes a solid sound as the earth is stuck.

Each tamping layer should not exceed 150 mm. If small stones or gravel are readily available, these should be mixed with the soil used in backfilling.

In areas where the ground is unsuitable for firm erection of poles i.e. swampy areas with black cotton soil etc the pole has to be placed on a flat rock block or on timber raft as described under Excavation on previous page. It may also be necessary to change out the soil material around the pole.

#### **5.4.13 Bolts Nuts and Washers**

All bolts and nuts shall conform to BS 4190 and shall preferably have screwed threads of I.S.O. form. Nuts and heads of all bolts shall be of the hexagonal type. All bolts and screw rods shall be galvanized including the threaded portion. All nuts shall be galvanized with the exception of the threads, which shall be oiled.

#### **5.4.14 Insulators and Fittings**

##### **5.4.14.1 Insulators**

Insulation between conductors and support shall be of both discs, pin and post insulators and shall comply in all respects with IEC 305, 383 and 120, 1109 and 815 or such other standard as may be approved and with the requirements set out in this Specification and in the Technical Schedules.

Insulator units shall be rubber composite type by approved manufacturers who shall have had at least ten years' experience of supplying complete insulator units to international purchasers. Technical particulars and service histories must be submitted for the type of insulator offered. Insulator units shall where possible be interchangeable with units already in use on the Employer's system.

All insulators shall be designed with a view to service in a tropical climate in an area subject to lightning and storms. Locking devices for the insulator units themselves and for associated ball and socket and fittings shall be of stainless steel and shall comply with IEC 372.

The assembly shall be such as to allow easy removal for replacing of insulator units or fittings without the necessity to remove the insulator string from the cross arms. All ball and socket joints on insulator sets shall be lightly coated with approved grease before erecting.

Each insulator shall be marked with the name or trade mark of the manufacturer and the year of manufacture in accordance with IEC Publication 60383. In addition, each insulator shall be marked with the specified electromechanical or mechanical failing load in conformity with IEC Publication 60383.

#### 5.4.14.2 Insulator Fittings

Fittings shall comply with BS.3288: Part 1 or such other standard as may be approved and shall be so designed that replacement of string insulator units and the arcing protection system can easily be performed during maintenance or repair under outage or live-line conditions.

All clamps shall be as light as possible and shall be designed to avoid any possibility of deforming the stranded conductors and separating the individual strands. Bolts and nuts shall be in accordance with an approved specification.

Bolt threads shall be coated with approved grease immediately before packing. Split pins for securing attachment of fittings of insulator sets shall be of stainless steel and shall be packed by washers of approved size and gauge. All insulator strings shall be attached to cross arms by means of shackles or swivels. Hooks shall not be used.

#### 5.4.14.3 Rubber Composite Insulators

Rubber composite insulators will be used where increased tensile strength in the conductors is envisaged i.e. Flying angles, section and terminal poles.

The table below gives creep age distance requirement in relation to pollution

Type of pollution	Creepage distance
Low	18-22 mm/kV
Medium	22-35 mm/kV
Extreme	35 mm/kV

Where there is severe lighting activity, high insulation and creep age values are necessary.

#### 5.4.15 Cross Arms

The following types of cross-arms shall be used depending on the limiting factor:

##### 5.4.15.1 Steel Cross Arms

Steel cross arms shall be used in all cases as required. Steel Cross arms are used or to be placed extensively in the line making different formations. The choice of the formation will be determined based on the following:

- i) Environmental conditions
- ii) Landscape
- iii) Available space

##### 5.4.15.2 Standard Sizes

The standard sizes of the different cross arms shall be as shown on the table below:-

APPLICATION	Standard	CROSS SECTION
-------------	----------	---------------

	Length (mm)			
		Height (mm)	Width (mm)	Thickness
11kV interpole. Up to 150mm <sup>2</sup> conductor	1626	70	70	9.5
11kV Section/Angle up to 60°// terminal. Up to 150mm <sup>2</sup> conductor.	2290	125	70	9.5

#### 5.4.15.3 Markings

Where cross arms are to be replaced the cross arms shall be marked legibly and indelibly on an aluminium tag size not less than 400mm x 200mm fixed at a distance of between 150mm and 350mm from the end. The thickness of the aluminum shall not be less than 0.9mm (SWG 20). The tag shall be stamped with the following information:-

- i) Identification mark or name of the plant where cross arm treated.
- ii) Date of treatment, comprising the first two digits for the month and the last two digits for the year.

The letters and figures shall be at least 10mm high.

#### 5.4.16 Joints, Clamps and Connectors

Conductor fittings shall be designed in accordance with BS.3288. The electrical conductivity and current capacity of each joint or clamp shall not be less than those of the equivalent length of conductor.

Dead end clamps and tension joints shall be of the wedge clamp type and shall be so as not to permit slipping of or cause damage to or failure of the complete conductor at a load less than 85 per cent of the ultimate strength of the conductor.

The design of joints and any tools to be used in their assembly shall be such as to reduce to a minimum the possibility of faulty assembly. All external nuts shall be locked in an approved manner.

The design, supply, construction and commissioning of the new 11KV line will be within Turkwel Power station at the locations stated below. The existing overhead conductor shall be replaced in the entire network, except for shorter parts which may need adjustments to fit the new poles arrangement.

There shall be no relative movement within the clamp between individual layers of the conductor itself. Mid span joints shall comply with the mechanical requirements of the Specification for line conductor joints and clamps.

Compression dies shall be of a common size and dimensions for each fitting for a given size of conductor. Not more than one mid span joint will be allowed in one span in one conductor. Parallel Groove (PG) clamp can be applied to joint conductors where there is no mechanical load.

#### 5.4.17 Reconductoring

Before the re-conductoring commence, the Contractor shall inspect the line and check that the clearances to ground, trees, houses, roads etc meet the requirements. He shall also check that :

- The capacity of poles, cross arms and stay wires is sufficient for the new conductor
- The quality of poles, cross arms and stay wires is satisfactory
- The pole heights are sufficient for the new conductor
- The poles are in vertical position

Where the existing installation does not meet the above requirements, change out of material or aligning work of poles has to be carried out. When re-conductoring, the Contractor has to handle all tilted poles with outmost care.

Before loosen the existing conductors, the poles have to be secured with stay wires. Climbing the poles has to be done by use of ladders placed against the tilted direction. All tilted poles have to be corrected to a vertical position before the stringing work of the new conductors starts. Poles that do not meet capacity-or quality-wise meet the new requirements have to be changed out.

After aligning the poles, the top of the pole shall not be out of the vertical axis by more than the top pole diameter. All clamps, fittings and details not suiting the new conductors or quality-wise not meet the requirements, shall be changed out.

## **5.5 TECHNICAL SPECIFICATIONS OF THE CONCRETE POLES**

### **1. 11KV HT Concrete Pole**

- I. Poles shall be of various lengths (**see Table 1 below**)
- II. The concrete poles shall conform to the cement, aggregates, water, admixtures, pre-stressing steel, and the concrete mix IS: 8041 E-1978 IS: 383-1970, IS: 6003-1970, IS: 1343-1980 standards respectively.
- III. The poles shall be clearly marked from takeoff point (near 11KV substation) to end point (inside permanent camp) so as to be easily identified after erection. These shall include :-
  - a. Year and month of manufacture
  - b. Transverse strength of pole in Kg
  - c. Marker's serial No and mark

### **2. 11KV Air break switches**

- I. New air break switches shall be mounted on the concrete poles and maintained in the same positions. Any modifications associated shall be the responsibility of the contractor.

### **3. 11KV Composite insulators**

- I. Strictly composite insulators of the highest standard shall be used in entire line and shall conform to its relevant international standard which shall be provided by the tenderer.
- II. The insulator shall have adequate mechanical strength, high degree of resistance to electrical puncture and resistance to climatic and atmospheric stresses.

- III. All iron parts shall be hot dip galvanized and all joints shall be airtight. Pin, shackle and disc insulators shall be erected on cross arms and D iron clamp shall be used. Shackle insulators shall be used in conjunction with D iron clamps when configuration of conductor is vertical.
- IV. Certificate of tests and conformity of the insulators from the manufacturer shall be provided.

#### **4. Danger notice plates**

- I. All supports carrying HV lines shall be fitted with danger plates conforming to IS 2551 at a height of 3M from the ground indicating the voltage of the line. The script shall be in both English and Kiswahili.

#### **5. Anti climbing devices**

- I. Necessary arrangement for preventing unauthorized persons from climbing the pole structure carrying HV lines without the aid of ladder or special appliance shall be made.
- II. Barbed wire conforming to IS 278 having four points barbed spaced 75mm +/- 12mm apart shall be wrapped helically with a pitch of 75mm around the limb of support at a height of 3.5M to 5M.

#### **6. Cross Arms**

- I. The cross arms shall be made of Structural galvanized steel. A gap of minimum 50mm shall be left from the centre of pin hole to end of cross arm on either side. The working/construction clearance of 3ft 0 in for 11KV shall be observed while spacing the conductors.

#### **7. 11KV Surge Arrestors/Diverters**

New surge diverters shall be replaced in place of old ones.

#### **8. Foundation**

- I. Excavation of the pole holes shall be of standard depth but not less than 4ft
- II. Class 25 reinforced concrete to engineer's details shall be used.
- III. Recommended proper and standard stay wire for the support of the necessary poles shall be adhered to

#### **9. QUALITY ASSURANCE**

The Poles and associated equipment shall be designed, manufactured and tested to ISO 9001 or higher, and all other relevant and related international standards.

#### **10. DOCUMENTS**

The following documents shall be provided with your offer:

- Copy of ISO certification for the parts supplied
- References
- Brochures etc. illustrating your manufacturing process.

The following documents shall be delivered by courier in **three copies** to KenGen, prior to work commencement

- Assembly, wiring & schematic drawings, (as built)

- Certified Test reports
- Detailed Installation instruction / maintenance manuals for the system.

**11. INSTALLATION AND TESTING**

An authorized representative of the contractor shall supervise the installation, testing and commissioning.

**12. TECHNICAL SPECIFICATIONS COMPLIANCE**

The tenderer shall fill the technical schedule to outline the specifications of the offer against the specifications outlined in clauses 1 to 20 above. Any deviation of your offer should also be indicated in the table below. This is to be filled in section 5.1 below



## SECTION VI

### SCHEDULE OF REQUIREMENTS

#### 5.1 PARTICULARS/TECHNICAL SPECIFICATIONS COMPLIANCE

The tenderer shall fill the technical schedule to outline the specifications of the offer against the specifications outlined in clauses 1 to 20 above. Any deviation of your offer should also be indicated in the table below.

	<b>Specifications</b>	<b>Offered</b>	<b>Deviation</b>
<b>1</b>	<p><b>11KV HT Concrete Pole</b></p> <p>a) Poles shall be of 36 Feet length (<b>see Table 1 below) whose summary is in price schedule</b></p> <p>b) The concrete poles shall conform to the cement, aggregates, water, admixtures, pre-stressing steel, and the concrete mix IS: 8041 E-1978 IS: 383-1970, IS: 6003-1970, IS: 1343-1980 standards respectively.</p> <p>c) The poles shall be clearly marked from take off point (near substation) to end point (intake) so as to be easily identified after erection. These shall include :-</p> <ol style="list-style-type: none"> <li>1) Year and month of manufacture</li> <li>2) Transverse strength of pole in Kg</li> <li>3) Marker's serial No and mark</li> </ol>		
<b>1.</b>	<p><b>11KV Air break switches</b></p> <p>New air break switches shall be mounted on the concrete poles and maintained in the same positions. Any modifications associated shall be the responsibility of the contractor.</p>		
<b>2.</b>	<p><b>11KV Composite insulators</b></p> <p>a) Strictly composite insulators of the highest standard shall be used in entire line and shall conform to its relevant international standard which shall be provided by the tenderer.</p> <p>b) The insulator shall have adequate mechanical strength, high degree of resistance to electrical puncture and resistance to climatic and atmospheric stresses.</p> <p>c) All iron parts shall be hot dip galvanized and all joints shall be airtight. Pin, shackle and disc insulators shall be erected on cross arms and D iron clamp shall be used. Shackle insulators shall be used in conjunction with D</p>		

	<p>iron clamps when configuration of conductor is vertical.</p> <p>d) Certificate of tests and conformity of the insulators from the manufacturer shall be provided.</p>		
<b>3.</b>	<p><b>Danger notice plates</b></p> <p>All supports carrying HV lines shall be fitted with danger plates conforming to IS 2551 at a height of 3M from the ground indicating the voltage of the line. The script shall be in both English and Kiswahili.</p>		
<b>4.</b>	<p><b>Anti climbing devices</b></p> <p>a) Necessary arrangement for preventing unauthorized persons from climbing the pole structure carrying HV lines without the aid of ladder or special appliance shall be made.</p> <p>b) Barbed wire conforming to IS 278 having four points barbed spaced 75mm +/- 12mm apart shall be wrapped helically with a pitch of 75mm around the limb of support at a height of 3.5M to 5M.</p>		
<b>5.</b>	<p><b>Cross Arms</b></p> <p>The cross arms shall be made of Structural galvanized steel. A gap of minimum 50mm shall be left from the centre of pin hole to end of cross arm on either side. The working/construction clearance of 3ft 0 in for 11KV shall be observed while spacing the conductors.</p>		
<b>6.</b>	<p><b>11KV Surge Arrestors/Diverters</b></p> <p>New surge diverters shall be replaced in place of old ones.</p>		
<b>7.</b>	<p><b>Foundation</b></p> <p>a) Excavation of the pole holes shall be of standard depth but not less than 4ft</p> <p>b) Class 25 reinforced concrete to engineer's details shall be used.</p> <p>c) Recommended proper and standard stay wire for the support of the necessary poles shall be adhered to</p>		

Signature and stamp of tenderer.....

Date.....

## SECTION VII

### PRICE SCHEDULE FOR GOODS

**Rehabilitation of Permanent camp 11KV and 415V Power Supply lines at Turkwel Power Station.**

<b>Rehabilitation of Permanent camp 11KV and 415V Power Supply lines at Turkwel Power Station</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>A</b>	<p>a) Removal of existing 11KV wooden poles, and replacing with concrete poles complete with all necessary fittings (e.g. cross arms, stay wires, rubber composite insulators, 11KV surge diverters, 11KV tapping fuses, LV fuses and fuse carriers, bolts, nuts etc) connecting XLPE cable at take-off and destination transformer mounted on H-Poles</p> <p>b) Below are types of poles required with quantities</p> <p style="margin-left: 40px;">1) Terminal poles : 2 (each 12M)</p> <p style="margin-left: 40px;">2) Intermediate Poles : 27 (each 11M)</p> <p style="margin-left: 40px;">3) Corner Pole : 3 (each 11M)</p> <p style="margin-left: 40px;">4) H Pole (pair) : 4 (each 11M)</p>	<b>PC</b>	<b>2</b>		
		<b>PC</b>	<b>27</b>		
		<b>PC</b>	<b>3</b>		
		<b>PC</b>	<b>8</b>		
<b>B</b>	Supply of accessories required for 11KV and 415Vac works e.g., galvanized bolts, cross arms, tapping switches, stay wires, rubber composite insulators, danger notices, anticlimbing devices etc	<b>Lot</b>	<b>1</b>		
<b>C</b>	Supply and install new 3phase steel core aluminum (SCA) 0.75inch squared conductor for (A) above including a multiple earth.	<b>Lot</b>	<b>1</b>		

<b>D</b>	Pole mounted 11KV/415V, 250KVA transformer	<b>PC</b>	<b>1</b>		
<b>E</b>	Supply of 4X35mm <sup>2</sup> armored cable	<b>M</b>	<b>1500</b>		
<b>F</b>	Completely wired Marshalling boxes lockable with key (600mm length, 650mm height and 40mm depth) as per engineers' approval and all associated wiring accessories	<b>PC</b>	<b>18</b>		
<b>G</b>	Labour, installation, test and commissioning				
<b>H</b>	Operation and maintenance manual including 1-day training including Commissioning spares and tools (provide list)				
<b>I</b>	Transport costs to site and site clearance of recoverable material to designated scrap yard				
	TOTAL PRICE				
	VAT				
<b>J</b>	<b>GRAND TOTAL</b>				
<b>K</b>	PROJECT DELIVERY PERIOD (WEEKS)				
<b>L</b>	WARRANTY PERIOD				
<b>M</b>	TENDERER'S NAME				
<b>N</b>	TENDERER'S SIGNATURE				
<b>O</b>	TENDERER'S STAMP WITH DATE				

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

**SECTION VIII**  
**STANDARD FORMS**

8.1 Form of Tender

8.2 Contract Form

8.3 Tender securing declaration form

8.4 Performance Bank Guarantee

8.5 Confidential Business Questionnaire

## 8.1 FORM OF TENDER

TO: \_\_\_\_\_[Name of Employer] \_\_\_\_\_[Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings  
\_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorised to sign on behalf of

Name of bidder: \_\_\_\_\_

[Address of Tenderer] \_\_\_\_\_

Witness; Name \_\_\_\_\_ Signature \_\_\_\_\_

**Note: In accordance with Clause 82 of the Public Procurement and Asset Disposal Act 2015**

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

## 8.2 CONTRACT FORM

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_20\_\_\_\_\_  
between \_\_\_\_\_ of [or whose registered office is  
situated at] \_\_\_\_\_  
(hereinafter called “the Employer”) of the one part AND  
\_\_\_\_\_ of [or whose registered office is  
situated at] \_\_\_\_\_  
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ (name and identification number of Contract ) (hereinafter called “the Works”) located at \_\_\_\_\_ [Place/location of the Works] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs [Amount in figures], Kenya Shillings \_\_\_\_\_ [Amount in words].

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract
  - (iv) Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_



**TENDER-SECURING DECLARATION FORM**

**(MANDATORY FOR THE SPECIAL GROUPS)**

Tender No.:  
To:

We, the undersigned  
declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of [-----] starting on [ **date;.....**], if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
  - (i). Fail or refuse to execute the Contract, if required, or
  - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]*

-----  
In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

-----  
Name: *[insert **complete name of person signing the Tender Securing Declaratio***

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert **date of signing***

Corporate Seal (where appropriate)

### 8.3 PERFORMANCE BANK GUARANTEE

(On bank letterhead)

To: \_\_\_\_\_ (Name of Employer) \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute **Rehabilitation of Permanent Camp 11KV and 415V power supply lines at Turkwel Power Station** (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee: NOW

THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (amount of Guarantee in figures) Kenya Shillings (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words) as

aforsaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_ Address \_\_\_\_\_

Date \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

**8.5)\* MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

**Part 1 – General**

Business Name:.....Certificate of Incorporation / Registration No.  
.....Location of business premises:  
Country .....Physical address .....  
Town .....Building.....  
Floor.....Plot No.....  
Street / Road .....Postal Address .....  
Postal / Country Code.....Telephone No's.....  
Fax No's.....E-mail address .....  
Website .....  
Contact Person (Full Names) ..... Direct / Mobile No's.....  
Title ..... Power of Attorney (Yes / No)  
If yes, attach written document.  
Nature of Business (Indicate whether manufacturer, distributor, etc) .....

**(Applicable to Local suppliers only)**

Local Authority Trading License No. .... Expiry Date .....  
Value Added Tax No.....  
Value of the largest single assignment you have undertaken to date (USD/KShs)  
.....  
Was this successfully undertaken? Yes / No. ....(If Yes, attach reference)  
Name (s) of your banker (s)  
.....  
Branches ..... Tel. No's.....

**Part 2 (a) – Sole Proprietor (if applicable)**

Full names .....  
Nationality..... Country of Origin.....  
.....  
Company Profile ..... (Attach brochures or annual reports in case of public company)

**Part 2 (b) – Partnerships (if applicable)**

Give details of partners as follows:

**Full Names Nationality Citizenship Details Shares**

1. ....  
2. ....  
Company Profile ..... (Attach brochures)

**Part 2 (c) – Registered Company (if applicable - as per the CR12 form)**

**Tender for Supply of .....**

Private or public .....

Company Profile ..... (*Attach brochures or annual reports in case of public companies*)

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

**Full Names Nationality Citizenship Details Shares**

1.....

2.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.

Full Names .....

Signature .....

Dated this ..... day of ..... 2017

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names .....

Signature .....

Dated this ..... day of ..... 2017.

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (f) – Criminal Offence**

I/We, (Name (s) of Director (s)):-

a) .....

b) .....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of M/s .....

In the capacity of .....

Dated this ..... day of ..... 2017.

Suppliers’ / Company’s Official Rubber Stamp .....

**Part 2 (g) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) .....

b) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this ..... day of ..... 2017

Suppliers’ / Company’s Official Rubber Stamp .....

.....  
**Part 2 (h) – Interest in the Firm:**

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No  
..... (Delete as necessary) Institution .....

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

**Part 2(i) – Bank account details:**

AGPO firms must provide evidence from their bank that the account to which KenGen shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

**Account No:**.....**Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate**...../.....

**ID No(s):**...../.....**Signature and stamp of the authorized Banker Representative**.....**Date**.....

**Part 2(j) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....  
Signature.....

For and on behalf of M/s .....

In the capacity of

.....  
Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp

.....