



# KenGen

KENYA ELECTRICITY GENERATING COMPANY PLC

KGN~ICT~011~2025

RFx: 5000016705

**TENDER FOR MODERNIZATION OF KENGEN HQ  
INTERMEDIARY DATA CENTER AND TANA POWER  
STATION DATA CENTER**

*(Citizen Contractors)*

Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
NAIROBI.

Website: [www.kengen.co.ke](http://www.kengen.co.ke)

March,2025

## INVITATION TO TENDER

**PROCURING ENTITY:** KENYA ELECTRICITY GENERATING COMPANY PLC

**CONTRACT NAME AND DESCRIPTION:** Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center

KenGen PLC invites sealed tenders from eligible candidates for the **Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center** whose specifications are detailed in the Tender Document.

Tendering will be conducted **under open competitive method** to [Citizen Contractors] using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

The tender is specific to **Citizen Contractors**

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 8am and 5pm starting at the date of advert at the office of:

General Manager, Supply Chain  
Tel: (254) (020) 3666000  
E-mail: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); cc. [vomunzi@kengen.co.ke](mailto:vomunzi@kengen.co.ke);

The Tenderer shall chronologically serialize all pages of the tender documents submitted.

The document can be viewed and downloaded for free from the website [www.kengen.co.ke](http://www.kengen.co.ke) and/or on E-procurement <https://eprocurement.kengen.co.ke:50001/irj/portal> and on PPIP portal <https://tenders.go.ke>. Tenderers who download the tender document must forward their particulars immediately to ( , 0711036000 and P.O.BOX 47936-00100 postal address) to facilitate any further clarification or addendum

Bidders who are unable to download the tender documents from the website may collect them from any KenGen Supply Chain Office upon payment of a non-refundable fee of **KShs.1,000.00** paid via Mpesa, pay bill no. **400200 and account no. 01120069076000**, then share the MPesa message to KenGen Finance office staff for receipt and issuance of official receipt or through a banker's cheque and payable to the address given below.

The Tenderer shall chronologically serialize all pages of the tender documents submitted.

There shall be **Mandatory site visits** at **KenGen Stima Plaza, Nairobi on 2<sup>nd</sup> April 2025 and at Tana Power Station on 3<sup>rd</sup> April 2025. Site visits start at 10.00 a.m. and end at 4.00 p.m.**

All Tenders must be accompanied by a "Tender security as part of the bid document. All tender securities submitted shall be subject to authentication by KenGen.

The **Original Tender Security** of **KES 2,000,000.00** or equivalent in a freely convertible currency valid for 30 days beyond the tender validity period, in form of:

- Tender Security from a reputable bank registered by the Central Bank of Kenya
- Guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
- A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority.

All tender securities submitted shall be subject to authentication by KenGen and MUST be submitted in a plain sealed envelope and clearly marked “KGN-ICT-011-2025- Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center” And addressed to:

General Manager, Supply Chain,  
Kenya Electricity Generating Company PLC,  
9<sup>th</sup> Floor, KenGen Pension Plaza II,  
Kolobot Road, Parklands,  
P.O. Box 47936, 00100  
NAIROBI.

*The hard copy of the Original Tender Security clearly labeled should be dropped at the tender box located on Ground Floor at KenGen, KenGen, RBS building on or before the tender closing date and time.*

E- Tender securities are acceptable subject to:

- i. Attachment of a scanned copy to the bid document.
- ii. Submission of the e-security to the address indicated below:
  - Such E-Security can be verified by use of a Quick Response (QR) code
  - Such E-Security can be verified via the issuing institution’s online portal

Completed Tender **must** be submitted **online** on or before: **10<sup>th</sup> April, 2025 at 10.00 a.m.**

*Electronic submission shall be permitted through our e-procurement platform found at [www.kengen.co.ke](http://www.kengen.co.ke) (<https://eprocurement.kengen.co.ke:50001/irj/portal> on or before: Tender closing date and time **10<sup>th</sup> April, 2025 at 10.00 a.m.***

Firefox Mozilla is the preferred web browser.

[Hard copies of the tender document shall not be permitted]

Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Late tenders will be rejected.

The addresses referred to above are:

**a. Address for obtaining further information and for purchasing tender documents**

Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
[tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) ;

**b. Address for Opening of Tenders.**

General Manager Supply Chain

Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
6<sup>th</sup> Floor

**NOTE: Public Procurement Capacity Building Levy**

Pursuant to the enactment of the Legal Notice No. 206 on Public Procurement and Asset Disposal Act 2015, Section 3 (1), KenGen shall retain the Public Procurement Capacity Building Levy at the rate of zero point zero three per centum (0.03%) of the value of the signed contract *exclusive of applicable taxes*.

effective 1<sup>st</sup> September, 2024. Payment of the submitted invoices shall therefore be made minus this Levy.

*KenGen adheres to high standards of integrity in its business operations.  
Report any unethical behavior immediately to any of the provided anonymous hotline service.*

- 1) Call Toll Free: 0800722626;
- 2) Free-Fax: 00800 007788;
- 3) Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com)
- 4) Website: [www.tip-offs.com](http://www.tip-offs.com)

**GENERAL MANAGER SUPPLY CHAIN**

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## **PART1: TENDERING PROCEDURES**

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# SECTION I - INSTRUCTIONS TO TENDERERS

## A GENERAL PROVISIONS

### 1.0 Scope of tender

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

1.2 Throughout this tendering document:

- a) The term “inwriting” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt.
- b) if the context so requires, “singular” means “plural” and vice versa.
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

### 2.0 Fraud and corruption

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

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

2.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

### 3.0 Eligible tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter in to such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.

The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 3.2** Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3** A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer;
  - b) Receives or has received any director indirect subsidy from another tenderer;
  - c) Has the same legal representative as another tenderer.
  - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.
  - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
  - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation.
  - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document.
  - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
    - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
    - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 3.4** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 3.5** A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an



individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.

- 3.6** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 3.7** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- 3.8** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
  - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
  - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
  - (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in *“SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9”*.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding



provisional sums.

- 3.12** The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website [www.nca.go.ke](http://www.nca.go.ke).
- 3.13** The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke).
- 3.14** A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4.0 Eligible goods, equipment, and services**

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

#### **5.0 Tenderer's responsibilities**

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

### **B. CONTENTS OF TENDER DOCUMENTS**

#### **6.0 Sections of Tender Document**

- 6.1** The tender document consists of Parts 1, 2, and 3, which includes all the sections specified

below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

## **PART 1: Tendering Procedures**

Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)

Section III- Evaluation and Qualification Criteria Section IV – Tendering Forms

## **PART2: Works' Requirements**

Section V - Bills of Quantities Section VI - Specifications Section VII – Drawings

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

**Section VIII - General Conditions (GCC)**

Section IX - Special Conditions of Contract

Section X- Contract

Forms

- 6.2** The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.3** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.
- 7.0 Clarification of Tender Document, Site Visit, Pre-tender Meeting**
- 7.1** A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2** The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any

matter that may be raised at that stage.

- 73 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 74 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 75 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.
- 80 **Amendment of Tender Documents**
- 81 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.
- 82 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.
- 83 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

## **C. PREPARATION OF TENDERS**

### **9. Cost of Tendering**

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

### **10.0 Language of Tender**

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

### **11.0 Documents Comprising the Tender**

11.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 12;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;

- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
- d) Alternative Tender, if permissible, in accordance with ITT 13;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Conformity:** a technical proposal in accordance with ITT 16;
- h) Any other document required in the **TDS**.

**11.2** In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tenderer liable for disqualification.

## **12.0 Form of Tender and Schedules**

**12.1** The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

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

## **13. Alternative Tenders**

**13.1** Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

**13.2** When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

**13.3** Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

**13.4** When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

## **14.0 Tender Prices and Discounts**

**14.1** The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.

- 14.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.
- 14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.
- 14.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except incases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 14.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.
- 15.0 Currencies of Tender and Payment**
- 15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.
- 15.2 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.
- a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.
- b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.
- 15.3 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign



currency requirements shall be provided by Tenderers.

**16.0 Documents Comprising the Technical Proposal**

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

**17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer**

**17.1** Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

**17.2** In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

**17.3** If a margin of preference applies as specified in accordance with ITT 33.1, national tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

**17.4** Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

**17.5** The purpose of the information described in ITT 17.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

**17.6** The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which in formation on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

**17.7** All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

**17.8** If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside depending on the outcome of (iii),
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person has committed any criminal offence.

17.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## 18.0 Period of Validity of Tenders

18.1. Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## 19.0 Tender Security

19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

19.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
- (iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.

19.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing



bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

- 194 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 195 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 196 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.
- 197 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or
  - b) if the successful Tenderer fails to:
    - i) sign the Contract in accordance with ITT 47; or
    - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.
- 198 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 199 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 19.10 A tenderer shall not issue a tender security to guarantee itself.

## 200 Format and Signing of Tender

- 201 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 202 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 203 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have

been made shall be signed or initialed by the person signing the Tender.

- 20.4** In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5** Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

#### **D. SUBMISSION AND OPENING OF TENDERS**

##### **21.0 Sealing and Marking of Tenders**

- 21.1** The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
  - b) in a envelope or package or container marked “COPIES”, all required copies of the Tender; and
  - c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
    - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
    - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity,
  - b) bear the name and address of the Tenderer; and
  - c) bear the name and Reference number of the Tender.
- 21.2** If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

##### **22.0 Deadline for Submission of Tenders**

- 22.1** Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and times specified in the **TDS**. When so specified in the **TDS**, tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.
- 22.2** The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall there after be subject to the deadline as extended.

##### **23.0 Late Tenders**

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

#### **24.0 Withdrawal, Substitution, and Modification of Tenders**

**24.1** A Tenderer may withdraw, substitute, or modify its Tender after it as been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

**24.2** Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

**24.3** No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

#### **25. Tender Opening**

**25.1** Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.

**25.2** First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

**25.3** Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

**25.4** Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

**25.5** Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

**25.6** Only Tenders, alternative Tenders and discounts that are opened and read out at Tender

opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

- 257 At the Tender Opening, the Procuring Entity's shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 258 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts;
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security, if new as required;
  - e) number of pages of each tender document submitted.
- 259 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

#### **D. EVALUATION AND COMPARISON OF TENDERS**

##### **26 Confidentiality**

- 261 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.
- 262 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 263 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

##### **27.0 Clarification of Tenders**

- 27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.
- 27.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

##### **28.0 Deviations, Reservations, and Omissions**

28.1 During the evaluation of tenders, the following definitions apply: -

- a) “*Deviation*” is a departure from the requirements specified in the tender document;
- b) “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) “*Omission*” is the failure to submit part or all of the information or documentation required in the Tender document.

## 29.0 Determination of Responsiveness

29.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.

29.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

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

29.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

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

## 30.0 Non-material Non-conformities

30.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

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

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

## 31.0 Arithmetical Errors

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



person or entity.

**31.2** Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -

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

**31.3** Tenderers shall be notified of any error detected in their bid during the notification of award.

#### **32.0 Conversion to Single Currency**

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

#### **33.0 Margin of Preference and Reservations**

**33.1** A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

**33.2** A margin of preference shall not be allowed unless it is specified so in the **TDS**.

**33.3** Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

**33.4** Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

#### **34.0 Nominated Subcontractors**

**34.1** Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

**34.2** Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

**34.3** Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** and can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized by the Tenderer may be added to the qualifications of the Tenderer.

### **35. Evaluation of Tenders**

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Lowest Evaluated Tender in accordance with ITT 40.

35.2 To evaluate a Tender, the Procuring Entity shall consider the following:

- a) Price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
- b) price adjustment due to discounts offered in accordance with ITT 14.4;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
- d) price adjustment due to quantifiable non material on-conformities in accordance with ITT 30.3; and any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

#### **36.0 Comparison of tenders**

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

### **37.0 Abnormally low tenders and abnormally high tenders**

#### **Abnormally Low Tenders**

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

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

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

#### **Abnormally high tenders**

37.4 An abnormally high tender price is one where the tender price, in combination with other



constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money, or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

**37.5** In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

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

### **38.0 Unbalanced and/ or front-loaded tenders**

**38.1** If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

**38.2** After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) accept the Tender;
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price;
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;
- d) reject the Tender.

### **39.0 Qualifications of the tenderer**

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

**39.2** The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to IIT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors

if permitted in the Tender document), or any other firm(s) different from the Tenderer.

**39.3** An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

**400 Lowest evaluated tender**

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

**41.0 Procuring entity's right to accept any tender, and to reject any or all tenders.**

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

**E. AWARD OF CONTRACT**

**42.0 Award criteria**

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

**430 Notice of Intention to Enter into a Contract/Notification of Award**

Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender.
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instruction on how to request a debriefing and/ or submit a complaint during the stand still period;

**44.0 Stand still Period**

**44.1** The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

**44.2** Where a Standstill Period applies, it shall commence when the Procuring Entity has

transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

#### **45.0 Debriefing by The Procuring Entity**

**45.1** On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

#### **46.0 Letter of Award**

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

#### **47.0 Signing of Contract**

**47.1** Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

**47.2** Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

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

#### **48.0 Performance Security**

**48.1** Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

**48.2** Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

**48.3** Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

#### **49.0 Publication of Procurement Contract**

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration;
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as readout at Tender opening.

**50.0 Procurement related Complaints and Administrative Review**

50.1 The procedures for making Procurement-related Complaints are as specified in the TDS.

50.2 A request for administrative review shall be made in the form provided under contract forms.

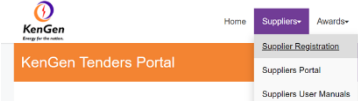

## SECTION II ~ TENDER DATA SHEET (TDS)

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

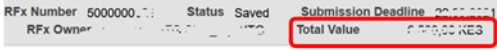

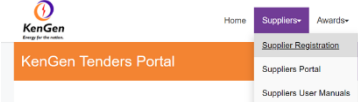
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
<b>ITT 1.1</b>	<p>The name of the contract is  <b>Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center</b></p> <p>The reference number of the Contract is <b>KGN-ICT-011-2025</b></p>
<b>ITT 2.4</b>	<p>The firms that provided consulting services for the contract being tendered for are:  N/A</p>
<b>ITT 3.1</b>	<p>Maximum number of members in the Joint Venture (JV) shall be: <i>N/A</i></p>
<b>B. Contents of Tender Document</b>	
<b>ITT 7.1</b>	<p>For Clarification of Tender purposes only, the Procuring Entity's address is:  Attention:  <b>General Manager, Supply Chain,</b>  <b>Kenya Electricity Generating Company PLC,</b>  <b>9<sup>th</sup> Floor, KenGen Pension Plaza II,</b>  <b>Kolobot Road, Parklands,</b>  <b>P.O. Box 47936, 00100</b>  <b>NAIROBI.</b>  <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a>; cc <a href="mailto:vomunzi@kengen.co.ke">vomunzi@kengen.co.ke</a>;</p> <p>Requests for clarification should be received by the Procuring Entity not later than: 7 days before tender closing date.</p> <p>The Procuring Entity shall publish its response at the website : <a href="http://www.kengen.co.ke">www.kengen.co.ke</a></p>
<b>ITT 7.2</b>	<p><b>SITE VISIT:</b></p> <p><i>There shall be <b>Mandatory site visits</b> at KenGen Stima Plaza, Nairobi on <b>2<sup>nd</sup> April 2025</b> and at <b>Tana Power Station</b> on <b>3<sup>rd</sup> April 2025</b>. Site visits start at <b>10.00 a.m.</b> and end at <b>4.00 p.m.</b></i></p> <p><i>The Contractor shall visit the sites and acquaint himself with its nature and position, the nature of the local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claims for extras shall be considered on account of lack of knowledge in this respect.</i></p> <p><i>Tenderers shall bare their own cost of the site visit.</i></p>
<b>ITT 9.1</b>	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p style="text-align: center;"><b>KENYA ELECTRICITY GENERATING COMPANY PLC</b></p>

Reference to ITC Clause	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<p><b>General Manager, Supply Chain</b>  Kenya Electricity Generating Company PLC  Stima Plaza Phase III, Kolobot Road, Parklands  P.O. BOX 47936-00100  Ground Floor  <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a> <a href="mailto:vomunzi@kengen.co.ke">vomunzi@kengen.co.ke</a>;</p>
<b>C. Preparation of Tenders</b>	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender:  <i>List of documentations to be submitted provided in SECTION III: EVALUATION CRITERIA</i>
ITT 13.1	Alternative Tenders SHALL NOT BE CONSIDERED
ITT 13.4	Alternative technical solutions SHALL NOT BE CONSIDERED
ITT 14.5	The prices quoted by the Tenderer shall be: fixed for the contract duration.
ITT 15.2 (a)	Foreign currency requirements: <b>allowed in a freely convertible currency</b>
ITT 18.1	The Tender validity period shall be <b>154 days</b> .
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be <b>30 days</b> .  (b) The Tender price shall be adjusted N/A
ITT 19.1	<p>All Tenders must be accompanied by a “Tender security” as part of the bid document. All tender securities submitted shall be subject to authentication by KenGen.</p> <p>The <b>Original Tender Security</b> of <b>KES 2,000,000.00</b> or equivalent in a freely convertible currency valid for 30 days beyond the tender validity period, in form of:</p> <ul style="list-style-type: none"> <li>➤ Tender Security from a reputable bank registered by the Central Bank of Kenya</li> <li>➤ Guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.</li> <li>➤ A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority.</li> </ul> <p>All tender securities submitted shall be subject to authentication by KenGen and <b>MUST</b> be submitted in a plain sealed envelope and clearly marked “<b>KGN-ICT-011-2025- Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center</b>” And addressed to:</p> <p style="text-align: center;"><b>General Manager, Supply Chain,  Kenya Electricity Generating Company PLC,  9<sup>th</sup> Floor, KenGen Pension Plaza II,  Kolobot Road, Parklands,  P.O. Box 47936, 00100  NAIROBI.</b></p> <p><i>The hard copy of the Original Tender Security clearly labeled should be dropped at the tender box located on Ground Floor at KenGen, KenGen, RBS building on or before the tender closing date and time.</i></p> <p>E- Tender securities are acceptable subject to:</p>



Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<ul style="list-style-type: none"> <li>i. Attachment of a scanned copy to the bid document.</li> <li>ii. Submission of the e-security to the address indicated below: <ul style="list-style-type: none"> <li>➤ Such E-Security can be verified by use of a Quick Response (QR) code</li> <li>➤ Such E-Security can be verified via the issuing institution’s online portal</li> </ul> </li> </ul>
<b>D. Submission and Opening of Tenders</b>	
ITT 22.1	<p><b>Date and time for submission of Tenders</b></p> <p><b>10<sup>th</sup> April, 2025 at 10.00 a.m.</b></p>
ITT 22.1	<p><b>Electronic –Procurement System</b></p> <p><i>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process via</i>  <a href="http://www.kengen.co.ke">/www.kengen.co.ke</a> (<a href="https://eprocurement.kengen.co.ke:50001/irj/portal/">https://eprocurement.kengen.co.ke:50001/irj/portal/</a>)</p> <p><b>Firefox Mozilla is the Preferred web browser.</b></p> <p>1. For suppliers registering for the first time using the link <a href="https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD1biZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP">https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD1biZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP</a> ensure the “Public Tender” checkbox is ticked so that the login details are sent to suppliers automatically.</p>  <p>2. It is a mandatory requirement all Documents MUST be uploaded to the SRM System through the link <a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a> found on <a href="http://www.kengen.co.ke">www.kengen.co.ke</a>.</p>  <p>After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on ‘Technical RFx Response’ tab to access the cfolder page to upload your document.</p> <p><b><u>Instructions to Bidders: Caution on Uploading Bid Documents</u></b></p> <ul style="list-style-type: none"> <li>a. <b>Preferred Submission Method:</b> Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to <b>99MB per file</b>.</li> <li>b. <b>Exceeding File Size Limit:</b> In the event that the bid response exceeds the <b>99MB limit</b>: - <ul style="list-style-type: none"> <li>i. Bidders should try to compress the <b>pdf file first to file size less than 99MB</b> and if compressing doesn’t reduce the file size consider option (ii) below.</li> <li>ii. <b>Split the documents into two or more</b> separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.</li> </ul> </li> <li>c. Bids uploaded on “<b>Notes and Attachments Tab</b>” may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.</li> </ul>



Reference to ITC Clause	<p><b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b></p>																								
	<p><b>d. Assistance and Inquiries:</b> For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through <a href="mailto:eprocurement@kengen.co.ke">eprocurement@kengen.co.ke</a> ; or <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a> ; or visit our offices through the Karibu Centre.</p> <ul style="list-style-type: none"> <li>Prices <b>MUST</b> be entered under item tab of the RFX and <b>MUST</b> be similar to the prices in the price/BoQ Schedule.</li> </ul>  <ul style="list-style-type: none"> <li>Bidders should confirm on the supplier portal that the status of their RFX response shows “Submitted” and not “Saved” to ensure their RFX response is submitted.</li> </ul> <table border="1" data-bbox="387 593 1356 678"> <thead> <tr> <th>Event Number</th> <th>Event Description</th> <th>Event Type</th> <th>Event Status</th> <th>Start Date</th> <th>End Date</th> <th>Response Number</th> <th>Response Status</th> </tr> </thead> <tbody> <tr> <td>5000000000000000</td> <td>Test Bid Invite to Bidders</td> <td>Open Tendering</td> <td>Published</td> <td></td> <td>22.09.2022</td> <td>6000000000000000</td> <td>Saved</td> </tr> <tr> <td>5000000000000000</td> <td>Test 4 in sus portal</td> <td>Open Tendering</td> <td>Published</td> <td></td> <td>15.02.2022</td> <td>6000000000000000</td> <td>Submitted</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>Bidders who have submitted their bids should not click on <b>WITHDRAW</b> but click on <b>EDIT</b> to amend their bid response with appropriate changes if they desire to do so.</li> <li>Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.</li> </ul>  <p>Bidders to note that <b>system challenges/support</b> related to bid submission issues shall be addressed to <a href="mailto:eprocurement@kengen.co.ke">eprocurement@kengen.co.ke</a> tender closing date and time.</p>	Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	5000000000000000	Test Bid Invite to Bidders	Open Tendering	Published		22.09.2022	6000000000000000	Saved	5000000000000000	Test 4 in sus portal	Open Tendering	Published		15.02.2022	6000000000000000	Submitted
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ITT 25.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p><b>General Manager; Supply Chain</b>  Kenya Electricity Generating Company PLC  Stima Plaza Phase III, Kolobot Road, Parklands  P.O. BOX 47936-00100  Ground Floor</p>																								
ITT 25.1	<p><b><i>Electronic –Procurement System</i></b></p> <p><i>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process via</i>  <a href="https://www.kengen.co.ke">www.kengen.co.ke</a> (<a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a>)</p> <p><b>Internet Explorer and Firefox Mozilla are the Preferred web browsers.</b></p> <p>3. For suppliers registering for the first time using the link <a href="https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD11biZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP">https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD11biZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP</a> ensure the “<b>Public Tender</b>” checkbox is <b>ticked</b> so that the login details are sent to suppliers automatically.</p>  <p>4. It is a mandatory requirement all Documents <b>MUST</b> be uploaded to the SRM System through the link <a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a> found on <a href="http://www.kengen.co.ke">www.kengen.co.ke</a>.</p>																								

Reference to ITC Clause

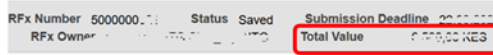
**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**



After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on “Technical RFX Response” tab to access the cfolder page to upload your document.

**Instructions to Bidders: Caution on Uploading Bid Documents**

- a. **Preferred Submission Method:** Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to **99MB per file**.
- b. **Exceeding File Size Limit:** In the event that the bid response exceeds the **99MB limit:** -
  - i. Bidders should try to compress the **pdf file first to file size less than 99MB** and if compressing doesn’t reduce the file size consider option (ii) below.
  - ii. **Split the documents into two or more** separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.
- c. Bids uploaded on “**Notes and Attachments Tab**” may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.
- d. **Assistance and Inquiries:** For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) ; or [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) ; or visit our offices through the Karibu Centre.
  - Prices **MUST** be entered under item tab of the RFX and **MUST** be similar to the prices in the price/BoQ Schedule.



- Bidders should confirm on the supplier portal that the status of their RFX response shows “Submitted” and not “Saved” to ensure their RFX response is submitted.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status
5000000000	Test Bid Invite to Bidders	Open Tendering	Published		22.09.2024	6000000000	Saved
5000000000	Test 4 bid invite in sus portal	Open Tendering	Published		15.02.2024	6000000000	Submitted

- Bidders who have submitted their bids should not click on **WITHDRAW** but click on **EDIT** to amend their bid response with appropriate changes if they desire to do so.
- Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.



Bidders to note that **system challenges/support** related to bid submission issues shall be addressed to [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) tender closing date and time.

**ITT 25.1**

**TIME AND DATE FOR TENDER OPENING:**

**10<sup>th</sup> April, 2025 at 10.30 a.m.**

**E. Evaluation, and Comparison of Tenders**

Reference to ITC Clause	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
ITT 32.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS</p> <p>The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)</p> <p>The date for the exchange rate shall be: <b>the deadline date for Submission of the Tenders.</b></p> <p><i>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.</i></p> <p><i>In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</i></p>
ITT 33.4	<p><b>ELIGIBLE TENDERERS</b></p> <p>The Invitation for Tenders is to <b>Citizen Contractors</b> who meet qualification criteria pursuant to PPADA 2015 and other relevant Government of Kenya regulations</p>
ITT 35.2 (e)	<p>Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.</p>
<b>F. AWARD</b>	
ITT 42.0	<p>The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated and compliant Tender.</p>
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention:  .....  <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: .....  <i>[insert title/position]</i></p> <p>Procuring Entity: <b>KENYA ELECTRICITY GENERATING COMPANY PLC</b></p> <p>Email address: <a href="http://www.kengen.co.ke">www.kengen.co.ke</a>.</p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>



## SECTION III ~ EVALUATION AND QUALIFICATION CRITERIA

### 10 GENERAL PROVISIONS

- 11 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.
- 12 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
  - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- (a) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

### 13 EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that

- (i) meets the qualification criteria,
- (ii) has been determined to be substantially responsive to the Tender Documents,
- (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### 2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

#### **Preliminary examination for Determination of Responsiveness**

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

*[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]*

a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last for determinations made on projects executed within the last FIVE (5) YEARS of Tender Opening Date. The required information shall be furnished in the appropriate form. **Nondisclosure** shall lead to disqualification.

**b) Pending Litigation**

Financial position and prospective long-term profit ability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form. **Nondisclosure** shall lead to disqualification.

**c) Litigation History**

All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified.

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last THREE (3) YEARS from the date of Tender Opening. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender. **Nondisclosure** shall lead to disqualification.

## STAGE 1: MANDATORY REQUIREMENTS

No	Requirements	EVALUATION (YES/NO)	PAGE REFERENCE NO.
MR 1	Valid copy of Registration Certificate /Certificate of Incorporation.		
MR 2	Valid copy of the business permit.		
MR 3	Valid Tax Compliance Certificate and KRA PIN Certificate.		
MR 4	Copy of a valid CR 12 issued within 6 months of tender closure, where applicable. (For Sole Proprietors, a National Identity Card is required.)		
MR 5	Duly filled, signed and stamped Confidential Business Questionnaire.		
MR 6	Duly filled, signed and stamped Form of Tender		
MR 7	Duly filled, signed and stamped price schedule/Bill of Quantities		
MR 8	Duly filled, signed and stamped Addendum(s)/Clarification(s) issued must be attached (Where Applicable).		
MR 9	The Tender MUST be submitted in the required format and serialized on each page of the bid submitted, Sec.74.1.i. of the PPADA, 2015.		
MR 10	The tender MUST be dully signed by the person lawfully authorized to do so through the tender-specific Power of Attorney. (format attached in this tender document)		
MR 11	Tender security of <b>(KES. 2,000,000.00)</b> or equivalent in a freely convertible currency valid for 30 days beyond the tender validity period and in the form (s) indicated in the TDS.		
MR 12	Tender documents Must be submitted through our e-procurement platform found at <a href="http://www.kengen.co.ke">www.kengen.co.ke</a> ( <a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a> as indicated in Tender Data Sheet (TDS).		



No	Requirements	EVALUATION (YES/NO)	PAGE REFERENCE NO.
MR 13	Duly filled, signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015.		
MR 14	Duly filled, signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.		
MR 15	Duly filled, signed and stamped Declaration and Commitment to the Code of Ethics.		
MR 16	Duly filled, signed and signed Certificate of Independent Tender Determination		
MR 17	Proof of attendance of the Mandatory Site Visit (Attach duly filled, signed and stamped site visit certificate)		
MR 18	<p>Duly filled signed and stamped Manufacturer's Authorization Letter (for the items to be provided by the service provider) if not a manufacturer</p> <p>The manufacturer's authorization letter to be directly from the manufacturer and not from a third party and should be on official letter head, signed and stamped, and with contacts (email and phone) of the person issuing for verification of validity.</p> <p>Provide Manufacturer's Authorization Letter for EACH proposed solutions as below:</p> <ol style="list-style-type: none"> <li>1. Integrated/modular datacenter Solution</li> <li>2. Cooling Units</li> <li>3. UPS System</li> <li>4. Distribution Boards</li> <li>5. Environmental Monitoring System</li> <li>6. CCTV system</li> <li>7. Access control system</li> <li>8. LAN Connectivity-Copper and Fiber connectivity</li> <li>9. AVR</li> <li>10. Generator</li> </ol>		
MR 19	Valid copy of OEM Partnership Certificate in the Modular Data Centre Solution proposed.		
MR 20	Valid copy of Certificate of accreditation from ICTA (Information Communication Technology Authority) in Networking (either ICTA-1 or ICTA-2).		

No	Requirements	EVALUATION (YES/NO)	PAGE REFERENCE NO.
MR 21	Valid copy of Certificate of accreditation from ICTA (Information Communication Technology Authority) in Data Center (either ICTA-1 or ICTA-2).		
MR 22	A valid copy of Compliance Certificate as a Telecommunication contractor from Communication Authority of Kenya (CA).		
MR 23	Provide documentary evidence of the Company's valid registration certificate and valid practicing license by National Construction Authority (NCA) for: <b>Electrical Category NCA 2</b> and above (The above accreditation will be validated from the NCA)		
MR 24	Provide documentary evidence of the Company's valid registration certificate and valid practicing license by National Construction Authority (NCA) for: <b>Mechanical Category NCA 2</b> and above		
MR 25	Provide documentary evidence of the Company's valid registration certificate and valid practicing license by National Construction Authority (NCA) for: <b>Builders Works Category NCA 4</b> and above		
MR 26	Provide documentary evidence of the Company's valid Registration with Energy and Petroleum Regulatory Authority (EPRA) as <b>Electrical Contractor</b> Class A1.		
MR 27	Copy of valid certificate of registration as a Data Processor and Controller from Office of the Data Protection Commissioner of Kenya (ODPC).		
MR 28	Provide documentary evidence of business Premise, workshops and service center with relevant tools and equipment whether owned or leased with evidence of valid lease agreements/Utility Bill and OSHA registration of workplace certificate.		
MR29	<b>Annual Accounts</b> Provide Audited Accounts for the Company for at least three (3) consecutive years 2021, 2022 and 2023 to indicate the Company has had an average annual turnover of Kenya Shillings one hundred million (Kshs. 100 Million) and above in the three years. The audited		

No	Requirements	EVALUATION (YES/NO)	PAGE REFERENCE NO.
	accounts MUST be signed by the auditor preparing the audited accounts ( <b>A copy of valid practicing license of the Auditor should be attached for the accounts to be considered for each of the audited years</b> ) and ICPAK Auditor Firm's Annual Practicing license		
MR30	<b>Financial ratios</b>	Current Ratio:1:1	
		Positive net worth in their audited balance sheet	
		Debt to Equity Ratio – Less than 2.33x times	
		At least one year out of the recent three years of positive Profit before Tax.	
MR31	Provide documentary evidence of liquid assets and/or availability of credit facilities of a value of at least <b>KES.100 million (Kenya Shillings One Hundred Million)</b> . (Attach copies of certified bank statements for the last six months (from 1st September, 2024 to 28th February,2025) <b>OR</b> letter of credit line from a financial institution registered by Central Bank of Kenya. The documents so provided may be verified for authenticity).  The letter must be dated within twelve (12) months to the tender closing date.		
MR32	All items must be quoted in both schedules to be considered responsive.		
MR33	Duly filled signed and stamped Tenderer Information Form.		

**Note:**

*Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)*

## STAGE 2: TECHNICAL EVALUATION CRITERIA

Technical evaluation carried out only if the tender is determined to be responsive to the preliminary examination. Bidder must demonstrate conformance to the all the technical specifications. The following MUST be provided in the bid document: -

Technical Factor No.	Technical Criteria	Requirements Description	EVALUATION YES/NO
TR1	General Experience	A bidder must have five (5) years' general experience offering ICT solution services prior to the applications submission deadline (Bidder to attach copies of contracts/LPOs)	
TR2	Specific Experience	The bidder MUST have successfully designed and installed/implemented at least three (3) data centers <b>EACH</b> with a value of <b>KES 50 (Fifty) Million and above</b> within the last five (5) years. For each of the <b>three (3) sites</b> , attach the following: contract/LPO/Completion certificates and state client's name, address, contact person, title of the award/contract and value of the contract MUST be KES 50 (Fifty) Million and above. Active IT Enterprise Equipment i.e. servers, storage and Network will NOT be considered.	
TR3	Proposed Methodology	<b>Project Organization and Management Sub-plan</b> including: - Management authorities' responsibilities, and contacts - Task, time and resource bound schedules (in GANTT format)	
		<b>Implementation sub-plan</b> Detailed implementation plan and schedule	
		<b>Training Sub-plan</b> Outline training sub-plan detailing training objectives and learning outcomes.	
		<b>Migration plan</b> Migration and Integration of all KENGEN equipment and Links Implementation. Minimal downtime implementation.	
		<b>Environmental &amp; Social Management Plan (ESMP) incorporating the detailed subplans below:</b> - Health and safety management procedures and implementation - Health and safety tools - Waste management procedure, implementation and tools. - Labour management procedure, implementation, and potential labour risk mitigation - Stakeholder identification, engagement, management, and control procedure, and implementation. - Representation by local firm and experience of the local firm	

TR4	Technical design diagram for the data center	<p>The bidder shall provide a technical design diagram for the proposed data centre. The diagram should be in full Color for clarity</p> <p>The diagram should depict the bidder’s understanding of the data centre requirements. The diagram MUST have the following attributes:</p> <p>Indicate the data center walls, doors, windows and partitions for the equipment and utility room.</p> <p>Indicate the layouts and placements of server racks, UPSs, battery banks, air conditioners, power boards, fire suppression, etc. (All units should be in millimeters and clearly labelled)</p>	
TR5	Compliance with Technical Requirements  With reference to the highlighted Manufacturer Brochure/ Catalogue for the equipment	Builder’s Work	
		Modular Data Center	
		UPS – Floor loads	
		Electrical Works	
		Environment Monitoring System	
		Fire suppression system	
		CCTV and Access Control	
		Lan Connectivity	
	Service continuity		
TR6	Relevant tools	<p>Relevant Transport, Equipment and Machinery Must demonstrate access to the following key minimum equipment (invoices, receipts, leased or hire agreement) necessary to undertake the work.</p> <ol style="list-style-type: none"> <li>1. Pick up/Van (At least 1No.)</li> <li>2. Station wagon (At least (1No.)</li> <li>3. Fluke Network Cable Analyzer or equivalent</li> <li>4. Fluke Multifunctional Tester or equivalent</li> <li>5. Cable Continuity Test Meter (Fluke meter or equivalent)</li> <li>6. Electrical Multi meter</li> </ol>	
<b>TR7</b>	<b>Personnel Qualifications:</b> Attach the Curriculum Vitae (CV) of six (6) key staff, including verification documents, highlighting their professional qualifications and experience. The key staff should possess the following:		<b>YES/NO</b>
1.	<b>1. Project Team leader:</b> <ul style="list-style-type: none"> <li>- Bachelor’s Degree or higher in project management with at least 8 years’ experience in similar works.</li> <li>- Be a holder of either <b>PMP or Prince II</b></li> </ul>		
2.	<b>2. Uptime Institute Certified Accredited Tier Designer</b> <ul style="list-style-type: none"> <li>- Bachelor’s Degree in information Technology/Computer Technology</li> <li>- Have an Uptime Institute Certified Accredited Tier Designer (ATD) with at least 5 years’ experience.</li> </ul>		
3.	<b>3. Electrical Engineer</b> <ul style="list-style-type: none"> <li>- Bachelor’s Degree in Electrical Engineering, a Valid EPRA A1 license and with at least five (5) years’ experience involvement in similar works.</li> </ul>		

4.	<p><b>4. Data Center Solutions Engineer</b></p> <ul style="list-style-type: none"> <li>- At least one certified engineer on Smart DC Solutions &amp; Implementations with a Bachelor’s Degree in information technology, computer science or related field and 3-5 years’ experience in implementations of data centers.</li> </ul>	
5.	<p><b>5. Data Center Facilities Engineer(s)</b></p> <ul style="list-style-type: none"> <li>- Two (2) installers with Bachelor’s Degree or diploma in Electrical/Mechanical Engineering or related field</li> <li>- Experience as a specialist engineer/technician in the following: UPS, LV Boards, Cabling and air-conditioning systems.</li> </ul>	
6.	<p><b>6. Environmental Health and Safety Officer</b></p> <ul style="list-style-type: none"> <li>- Bachelor of Arts in Environmental Management or related disciplines, with a valid registration certificate of Environmental Practitioner (EIA &amp; Environmental Auditor) with the National Environment Management Authority (NEMA) and</li> <li>- At-least 2-3 years of work experience in planning, designing, and implementing of environmental-related interventions.</li> </ul> <p><i>N/B All technical staff provided MUST have as a minimum five years’ post college experience in Data Center Installation industry.</i></p>	

Bidders who do not fulfill all the requirements at this stage will be considered non-responsive and will not be considered for further evaluation.

**Note:**

*Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)*



### STAGE 3. FINANCIAL EVALUATION

The Tenderer **MUST** demonstrate that they have sufficient funding to implement the project. The Tenderer shall, therefore, demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of **60% of Tenderer's Tender** for the subject contract(s) net of the Tenderer's other commitments. The Tenderer is informed that interim payments **SHALL NOT** be a precondition for continued works unless where the valuation of works undertaken is **60% of Tenderer's Tender Price**, or more and the contractor is yet to receive any payments from the procuring entity.

Financial evaluation shall involve checking the completeness of financial bids. These are mandatory requirements and, not providing shall lead to disqualification of bid.

No	Requirements	TICK TO CONFIRM COMPLIANCE	Page Reference
FR 1	The Price Schedule shall be duly filled, signed and stamped and completed in its entirety. The Price Schedule shall be signed on every page by persons authorized to sign this tender.		
FR2	The Contractor is required to provide a valid financing tender-specific commitment letter (i.e through a line of credit or letter of access to credit facility issued by a recognized financial institution in KENYA) including Banks, SACCOs and/or Youth Enterprise fund demonstrating willingness to finance the tenderer at least <b>60% of Tenderer's Tender Price</b> . The Tender-specific commitment letter <b>MUST</b> be current and issued within the last one month of tender closing date and addressed to the procuring entity. The procuring entity shall establish authenticity of the provided document with the issuing institution.		
FR3	<b>Other Sources of finances:</b> The Contractor is required to specify sources of financing, such as liquid assets, unencumbered real assets, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts (Provide a Duly Filled and signed, FORM FIN – 3.3: FINANCIAL RESOURCES)		
FR 4	Comparison of prices of compliant evaluated bidders. Award shall be to the Lowest evaluated and compliant bidder for both schedules.		

**Note:**

*Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification **MUST** be dated; Certification **MUST** be current and within the last 6 months of this Tender)*

#### **STAGE 4. DUE DILIGENCE**

Award of Contract shall be based on a Bidder whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such Bidder has been determined to be: -

- (a) eligible
- (b) Qualified

In addition: -

The Procuring Entity may determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria herein; this shall be done by determining the **AUTHENTICITY** and **TRUTHFULNESS** of all submitted documents.

The determination will take into account the Bidder's eligibility, financial, technical, and production capabilities. It will be based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to qualifying and eligibility criteria as set out in this tender, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Bidder's qualifications.

An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**QUALIFICATION FORM\***

*As applicable*

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January 2010	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January 2010	Form CON – 2	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
11	Financial Capabilities	<p>(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings.....  <i>[insert amount]</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last..... <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	Form FIN – 3.1, with attachments	
		Minimum average annual construction turnover of Kenya		

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
12	Average Annual Construction Turnover	Shillings ..... [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last ..... [insert of year] years, divided by..... [insert number of years] years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last..... [insert number of years] years, starting 1 <sup>st</sup> January..... [insert year].	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	A minimum number of [state the number] similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January ..... [insert year] and tender submission deadline i.e. ....(number) contracts, each of minimum value Kenya shillings..... equivalent.  [In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of	Form EXP 4.2(a)	



1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		<p><i>evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following:</p> <p><i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>		

## **SECTION IV - TENDERING DOCUMENTS**

### **TENDERING FORMS**

## TENDER-SECURING DECLARATION FORM

*{To be filled in Tenderer's letter head}*

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

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

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

To: **Kenya Electricity Generating Company PLC**

We, the undersigned, declare that:

- 1) We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
- 2) 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 **2 YEARS** starting on “**THIS TENDER SUBMISSION 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 and when required, or
    - ii. Fail or refuse to furnish the Performance Security (bond / guarantee) (bond / guarantee), in accordance with the ITT.
  - c) We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of:-
    - i. Our receipt of your notification to us of the name of the successful Tenderer; or
    - ii. Thirty days after the expiration of our Tender.
  - d) We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[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 Declaration]*

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)

**FORM OF TENDER**

*{To be filled in Tenderer’s letter head}*

*(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)*

**INSTRUCTIONS TO TENDERERS**

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer’s complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

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

**Tender Name**.....

**Identification:**.....  
*[insert identification]*

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

**To:**.....  
*[Insert complete name of Procuring Entity]*

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

**Request for Tender No.:** .....  
*[insert identification]*

**Name and description of Tender** .....  
*[Insert as per ITT]*

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

**To: KENYA ELECTRICITY GENERATING COMPANY PLC**

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum<sup>1</sup> of Kenya Shillings

<sup>1</sup> *This sum should be carried forward from the Summary of the Bills of Quantities.*

..... *[Amount in figures]* Kenya Shillings *[amount in words]*  
.....

The above amount includes foreign currency <sup>2</sup> amount (s) of  
..... *[state figure or a percentage and currency]*  
[figures]  
.....  
.....  
..... [words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Client notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to 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. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
  - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
  - iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
  - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works:.....  
.....  
*[insert a brief description of the Works];*
  - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is:.....  
.....  
*[Insert one of the options below as appropriate]*
  - vi) Option 1, incase of one lot: Total priceis:

<sup>2</sup> The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

.....  
.....

*[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]; or*

Option2, in case of multiple lots:

(a) Total price of each lot

.....  
.....

*[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and*

(b) Total price of all lots (sum of all lots)

.....  
.....

*[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

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

viii) The discounts offered are:

.....  
.....  
*[Specify in detail each discount offered.]*

ix) The exact method of calculations to determine the net price after application of discounts is shown below:.....

*[Specify in detail the method that shall be used to apply the discounts];*

x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;

xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Employer's Representative, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory



Authority or any other entity of the Government of Kenya, or any international organization.

xiv) State-owned \_\_\_\_\_ enterprise \_\_\_\_\_ or \_\_\_\_\_ institution:

.....  
 .....

*[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT3.8];*

xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract:.....

.....  
 .....

*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

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

xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;

xviii) Fraud and Corruption: We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and

xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.

xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from..... *(specify website)* during the procurement process and the execution of any resulting contract.

xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the

Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict of interest.
- c) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
- d) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- e) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

**Name of the Tenderer:**

.....  
\*[insert complete name of person signing the Tender]

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

.....  
\*[insert complete name of person duly authorized to sign the Tender]

**Title of the person signing the Tender:**

.....  
[insert complete title of the person signing the Tender]

**Signature of the person named above:**

.....  
[insert signature of person whose name and capacity are shown above]

**Date signed**..... [insert date of signing] day of ..... [insert month]  
..... [insert year]

**Date signed** .....day of.....

Notes

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

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

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

Beneficiary:.....

Request for Tenders No.....

Date:.....

TENDER GUARANTEE No.: .....

**Guarantor:** .....

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

**FORMAT OF TENDER SECURITY**

**[Option 2 – Insurance Guarantee]**

**TENDER GUARANTEE No.:** .....

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

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

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

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

4. This guarantee will expire:
5.
  - (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or
  - (b) if the Applicant is not the successful Tenderer, upon the earlier of
    - (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or

(ii) twenty-eight days after the end of the Tender Validity Period.

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

.....  
*[Date]*

.....  
*[Signature of the Guarantor]*

.....  
*[Witness]*

.....  
*[Seal]*

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

**FORMAT OF POWER OF ATTORNEY**

We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms ..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project/goods/works/services“ .....”, including signing and submission of all documents and providing information / responses to the Kenya Electricity Generating Company PLC, ("KenGen"), representing us in all matters before KenGen, and generally dealing with KenGen in all matters in connection with our Proposal for the said project/goods/works/services.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us

..... (Signature) (Name, Title and Address)

Accepted

..... (Signature) (Name, Title and Address of the Attorney)



**MANUFACTURER’S AUTHORIZATION FORM**

*(MUST be on Letterhead of the Manufacturer)*

To

\_\_\_\_\_   
 [name of the Procuring entity]

WHEREAS .....[ *name of the manufacturer*] who are established and reputable manufacturers of ..... [ *name and/or description of the goods*] having factories at ..... [ *address of factory*] do hereby authorize ..... [ *name and address of Supplier / Contractor*] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [ *reference of the Tender*] for the above goods manufactured by us.

\_\_\_\_\_   
 [signature for and on behalf of manufacturer]

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person authorized.

**WARRANTY FORM**

*(To be provided by manufacturer of the equipment, in their format)*

## QUALIFICATION FORMS

## TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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

### FORM ELI -1.1

#### Tenderer Information Form

Date:.....

ITT No. and title:.....

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration:
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information
Name: .....
Address:.....
Telephone/Fax numbers: .....
E-mail address: .....
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:</p> <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> </ul>

1. Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors

**Sign: Contractor's Representative or Key Personnel:**

---

.....  
*[insert name]*

.....  
*Signature:*

.....  
*Date: (day month year):*

**FORM ELI -1.2**

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

Date: .....

ITT No. and title: .....

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: ..... Address: ..... Telephone/Fax numbers: ..... E-mail address: .....
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5.
2. Included are the organizational chart and a list of Board of Directors.

**Sign: Contractor's Representative or Key Personnel:**

---

.....  
*[insert name]*

.....  
*Signature:*

.....  
*Date: (day month year):*



## FORM ELI - 2: CONFIDENTIAL BUSINESS QUESTIONNAIRE

*{To be filled in Tenderer's letter head}*

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.*

Tenderer is further reminded that it is an offence to give false information on this Form.

### Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.  Physical Address <i>{Postal Address; Location; City; Country Building; Floor; Door No.}</i> Name and email of contact person. Phone Number of cContact Person Email of Company Email of Contact Person	
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	

	ITEM	DESCRIPTION
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

(a) **Sole Proprietor**, provide the following details.

Name in full.....

Age.....

Nationality.....

Country of Origin.....

Citizenship.....

(b) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				
4				

(c) **Registered Company**, provide the following details.

i) Private or public Company

.....

ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (*Equivalent*)

.....

Issued Kenya Shillings (*Equivalent*)

.....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				
4				

(d) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			
4			

iii. Conflict of interest disclosure

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

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**Certification**

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

---

*Name of Authorised Representative*

---

*Title or Designation*

---

*(Signature)*

---

*(Date)*

### FORM ELI -3 FOREIGN TENDERERS 40%RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT			
	PERCENTAGE OF CONTRACT PRICE			



**FORM CON – 2: HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY**

Bidder’s Name: \_\_\_\_\_

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

Joint Venture Member’s Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages.....

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January 2015 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January 2015 specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			

No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

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

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

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

**Sign: Contractor's Representative or Key Personnel:**

---

.....  
*[insert name]*

.....  
*Signature:*

.....  
*Date: (day month year):*

**FORM CON-3: DECLARATION FORM – FAIR EMPLOYMENT LAW AND PRACTICES**

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

Tender No \_\_\_\_\_

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

To: {Employer Name}

---

We \_\_\_\_\_ (name and address of bidder), declare the following:

1. Have not been involved in and will not be involved in violation of fair employment laws and practices.
2. THAT what is declared hereinabove is true to the best of my knowledge, information and belief

**Sign: Contractor’s Representative or Key Personnel:**

---

.....  
.....  
[insert name]

.....  
.....  
Signature: \_\_\_\_\_ Date: (day month year): \_\_\_\_\_

*(to be completed post award)*

**FORM CON – 4: DECLARATION OF KNOWLEDGE OF SITE**

This is to certify that .....  
(Name); Being the authorized representative/Agent

.....  
.....  
..... [Name  
and address of of bidder]; Has familiarised himself/herself with the Site conditions in accordance  
with the Instructions to bidders and the Tender Notice for purposes of bidding for this project.

**KGN-ICT-011-2025 Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center**

Declaration:

Having studied the tender Documents, and gained knowledge of local conditions on site likely to influence the works and cost thereof, I certify that I am satisfied with the description of the works and understand the scope of works as specified and as implied in this tender.

**Sign: Contractor’s Representative or Key Personnel:**

---

.....  
.....  
[insert name]

.....  
.....  
Signature: Date: (day month year):

## FORM EQU-1: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. **KEY EQUIPMENT REF. SECTION V (C): KEY EQUIPMENT REQUIREMENTS.**

*(A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer)*

Item of equipment		Reg. No.
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

*Omit the following information for equipment owned by the Tenderer.*

Details of Lessor	Name of Lessor	
	Address of owner	
	Telephone	Contact name and title
	Email	Telex / Fax
Lease / Rental / Manufacture Agreements <i>Provide Details of rental / lease / manufacture agreements specific to the project</i>		

*(Use additional sheets for EXTRA equipment)*

## FORM PER -1: ~ CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL SCHEDULE

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. **Key Personnel Ref. SECTION V (B): KEY PERSONNEL REQUIREMENTS**

### Contractor' Representative and Key Personnel

Name of Tenderer
------------------

Nos	Name of candidate:	Title of Position:
1		
2		
3		
4		
5		
6		
7		



Nos	Name of candidate:	Title of Position:
8		
9		
10		

*Detailed CV of the key personnel to be provided in Form PER-2*

**Sign: Contractor's Representative or Key Personnel:**

.....  
*[insert name]*

.....  
*Signature:*

.....  
*Date: (day month year):*

*{A separate Form to be filled for each of the other Key Personnel by the Tenderer}*

**FORM PER - 2: RESUME AND DECLARATION - CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL.**

*{A separate CV Form to be filled for each of the other Key Personnel by the Tenderer.}*

<b>Name of Tenderer</b>
-------------------------

Position [# 1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Phone No:
	Address:	E-mail:
	Professional Registrations:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
	Years of Experience	

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

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

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

**Declaration**

I, the undersigned .....  
*[insert either “Contractor’s Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience. I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

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

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

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

**Sign: Contractor’s Key Personnel:**

.....  
*[insert name]*

Signature: .....

Date: (day month year): .....

**Countersignature of authorized representative of the Tenderer:**

.....  
*[insert name]*

Signature: .....

Date: (day month year): .....

*{A separate CV Form to be filled for each of the other Key Personnel by the Tenderer}*

**FORM FIN – 3.1: FINANCIAL SITUATION AND PERFORMANCE**

Tenderer’s Name: .....

Date: .....

JV Member's Name.....

ITT No. and title: .....

**5.4.1 Financial documents**

The Tenderer and its parties shall provide copies of financial statements for 3 YEARS PRIOR TO TENDER CLOSING DATE pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>3</sup> for the 3 YEARS PRIOR TO TENDER CLOSING DATE required above; and complying with the requirements.

**NOTE 1:**

All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative. The practicing Auditor shall be responsible for determining the financial aspects in table below and certify them.

**NOTE 2:**

The Auditor's practicing membership number from ICPAK must be indicated and a valid and certified practicing license shall be attached with this bid.

**5.4.2. Financial Data**

Type of Financial information in _____ (currency)	Historic information for previous <i>3 YEARS</i>				
	(Amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					

<sup>3</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					
Financial Ratios					
Current Ratio 1:1					
Debt to Equity Ratio of less than 2.33 times					
Operating Cash Flow Ratio					
At least one year out of the recent Three years of positive Profit before Tax					
Positive net worth in their audited balance sheet					

\*Refer to ITT 15 for the exchange rate

**Sign: Contractor's Representative or Key Personnel:**

.....  
 [insert name]

.....  
 Signature:

.....  
 Date: (day month year):

**Countersign and Stamp: Contractor's Financial Auditor**

---

.....  
[insert name]

.....  
Signature:

.....  
Date: (day month year):

***REQUIRMENT:***

- a) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.*
- b) The practicing Auditor shall be responsible for determining the financial data and certify them.*
- c) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*



**FORM FIN – 3.2: AVERAGE ANNUAL CONSTRUCTION TURNOVER**

Tenderer’s Name: .....

Date: .....

JV Member’s Name.....

ITT No. and title: .....

The Contractor shall be required to demonstrate an annual construction turnover of **KES. 15,000,000** and above. This section to be filled by the Contractor’s Financial Auditor.

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
1			
2			
3			
4			
5			
Average Annual Construction Turnover *			

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

**Sign: Contractor’s Representative or Key Personnel:**

---

.....  
*[insert name]*

.....  
*Signature:*

.....  
*Date: (day month year):*

**Countersign and Stamp: Contractor’s Financial Auditor**

---

.....  
*[insert name]*

.....  
*Signature:*

**REQUIRMENT:**

- d) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.*
- e) The practicing Auditor shall be responsible for determining the financial data and certify them.*
- f) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

**FORM FIN – 3.3: FINANCIAL RESOURCES**

The Tenderer **MUST** demonstrate that they have sufficient funding to implement the project. The Tenderer shall, therefore, demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of **60% of Tenderer’s Tender** for the subject contract(s) net of the Tenderer's other commitments. The Tenderer is informed that interim payments **SHALL NOT** be a precondition for continued works unless where the valuation of works undertaken is **60% of Tenderer’s Tender Price**, or more and the contractor is yet to receive any payments from the procuring entity.

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

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		
4		
5		

**Sign: Contractor’s Representative or Key Personnel:**

.....  
 [insert name]

Signature:

Date: (day month year):

**Sign: Contractor’s Financial Auditor**

.....  
 [insert name]

Signature:

**REQUIRMENT:**

- g) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.
- h) The practicing Auditor shall be responsible for determining the financial data and certify them.

- i) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

**FORM FIN – 3.4: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

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

<p><b>Current Contract Commitments</b></p>
--

No.	Name of Contract	Procuring Entity's Contact Tel, Address,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

**Sign: Contractor's Representative or Key Personnel:**

.....  
*[insert name]*

.....  
*Signature:* *Date: (day month year):*

**Countersign and Stamp: Contractor's Financial Auditor**

---

.....  
[insert name]

.....  
Signature:

**REQUIRMENT:**

- a) *All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.*
- b) *The practicing Auditor shall be responsible for determining the financial data and certify them.*
- c) *The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

**FORM EXP - 4.: GENERAL CONSTRUCTION EXPERIENCE**

Tenderer's Name: .....

Date: .....

JV Member's Name.....

ITT No. and title: .....

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		<p>.....  <i>Contract name:</i></p> <p>.....  <i>Brief Description of the Works performed by the Tenderer</i></p> <p>.....  <i>Location of the Works</i></p> <p>.....  <i>Amount of contract:</i></p> <p>.....  <i>Name of Procuring Entity:</i></p> <p>.....  <i>Physical Address:</i></p> <p>.....  <i>Phone Number</i></p> <p>.....  <i>Email Address:</i></p>	

**Sign: Contractor's Representative or Key Personnel:**

.....  
*[insert name]*

.....  
*Signature:* *Date: (day month year):*

*Add additional Sheets for more General Construction Experience information*

**FORM EXP - 4.2(A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE**

Tenderer's Name: .....

Date: .....

JV Member's Name.....

ITT No. and title: .....

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

**Sign: Contractor's Representative or Key Personnel:**

.....  
*[insert name]*

.....  
*Signature:*

.....  
*Date: (day month year):*

*Add additional Sheets for more General Construction Experience information*



**FORM EXP - 4.2 (A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE**

Tenderer's Name: .....

Date: .....

JV Member's Name.....

ITT No. and title: .....

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

**Sign: Contractor's Representative or Key Personnel:**

.....  
[insert name]

.....  
Signature:

.....  
Date: (day month year):

*Add additional Sheets for more General Construction Experience information*

**FORM EXP ~ 4.2 (A) (CONT.): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE (CONT.)**

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

**Sign: Contractor’s Representative or Key Personnel:**

.....  
*[insert name]*

.....  
*Signature:* *Date: (day month year):*

*Add additional Sheets for more General Construction Experience information*

**FORM EXP - 4.2 (B): CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES**

Tenderer's Name: .....

Date: .....

Tenderer's JV Member Name: .....

Sub-contractor's Name<sup>4</sup> (as per ITT 34): .....

ITT No. and title: .....

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

1. Key Activity No One:

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member JV <input type="checkbox"/>	in Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shillings
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (iii)	
Year 1				
Year 2				
Year 3				

<sup>4</sup> If applicable

	Information		
Year 4			
Procuring Entity's Name:			
Address:			
Telephone/fax number			
E-mail:			

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

**Sign: Contractor's Representative or Key Personnel:**

---

.....  
 [insert name]

.....  
 Signature:

.....  
 Date: (day month year):

*Add additional Sheets for more General Construction Experience information*

**SELF- DECLARATION FORMS**

**FORM SD1: SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

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

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

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

*Bidder Official Stamp*

**FORM SD2: SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

**Bidder's Official Stamp**

**FORM SD3: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

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

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

\_\_\_\_\_  
*Name of Authorized signatory*

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Position.*

\_\_\_\_\_  
*Office address*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*E-mail*

\_\_\_\_\_  
*Name of the Firm/Company*

\_\_\_\_\_  
*Date.*

\_\_\_\_\_  
*(Company Seal/ Rubber Stamp where applicable)*

**Witness**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Sign*

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



## FORM SD4 - CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

I certify, on behalf of

.....  
*[Name of Tenderer]* that:

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

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

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*Name of Authorised Representative*

---

*Title or Designation*

---

*(Signature)*

---

*(Date)*

## APPENDIX 1 - FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

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

### 2. Requirements

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

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

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable.
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontract or for the tender to whom was awarded contract, or a

member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated, and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

3. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

iv) "obstructive practice" is:

- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices

at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

## APPENDIX TO TENDER

### Schedule of Currency requirements

Summary of currencies of the **KGN-ICT-011-2025**

**Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center**

.....  
*[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency:	KENYA SHILLINGS
Foreign currency #1:	UNITED STATES DOLLARS
Foreign currency #2:	EURO
Foreign currency #3:	STERLING POUND
Provisional sums expressed in local currency	KENYA SHILLINGS

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## **PART II ~ WORKS REQUIREMENTS**

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## SECTION V: WORKS REQUIREMENTS



## SECTION V - TECHNICAL SPECIFICATIONS

In the proposed solution the bidder must meet the following technical specifications to be considered as responsive to proceed to the next stage of evaluation. The bidder **MUST** provide detailed literature/explanations of how they shall fully meet the required technical requirement with reference to brochures/data sheets.

Bidders **MUST** demonstrate that they meet all the technical specifications indicated below. These include providing drawings, catalogues/data sheets and any other relevant particulars and clearly provide a written declaration that this will be adhered to.

### 2.1. Builder's Work

The bidder shall allow for demolition and partitioning works in the current space to include the following:

- Staging Area
- Data Center
- UPS room
- IT workstation
- Board room

It shall also comprise of creating routes for cable laying from the main power source to the rooms. All electrical cabling shall be housed in galvanized steel trunking or Cable Basket and properly labelled. Bidders must ensure that disturbed surfaces are made good after completion of the works.

Internally, builders and civil works shall comprise of;

#### **i. Demolition works:**

Carefully remove existing partitions, flooring, and finishes as directed, setting aside reusable materials and disposing of debris. Ensure all removals are executed with caution, leaving surfaces prepared for new finishes.

#### **ii. Partitions**

The proposed Data Centre partition area should be undertaken in such a way as to ensure that a fire rating of 90 minutes is achieved. Glass partition wherever required, should be shutter proof and not less than 10mm.

- Structural steel wall frames of pre-galvanized material.
- Wall cladding to be non-combustible with a fire rating of 90 mins and highly resistant to water absorption.

#### **iii. Flooring**

Prepare surface, prime and apply 3mm epoxy flooring system with a chemical-resistant coating, engineered for industrial and high-traffic environments according to manufacturer's written instructions.

#### **iv. Fire rated doors**

The bidder shall supply and install the following in fire resistant security door sets comprising door leaf with mineral fiber or gypsum plaster board core lined with galvanized and primed and painted sheet metal facing 1.5mm thick both sides, hinge plate, hinges, 2.0mm thick galvanized, primed and painted corner covering frames, fireproofing strips, all to DIN 4102, DIN 52210, DIN 18095:

- 90-minute single leaf door with clear opening of 1000x2100 painted in white with vision panel, including all ironmongery accessories.

## **2.2. Modular Data Center**

Bidders should provide a modular/integrated data center infrastructure complete with the following:

### **i. Modular Racks Configuration**

- Total Number of Racks: 4 (1No Power Management Cabinet (PMC), & 3Network/Server Rack)
- PMC rack size: 42U; WxD (600x1400mm)
- Server/Network Rack size: 42U; WxD (800x1400mm)
- Rack Color: RAL7021
- Rack door with tempered glass design
- 600mm width rack with single leaf door (front and rear)
- 800mm width rack with single leaf door (front) and double leaf door (rear).
- 600mm width rack shall support at least 120pcs CAT7 cable entry from top panel (top cable entry)
- 800mm width rack shall support at least 500pcs CAT7 cable entry from top panel (top cable entry)
- Integrated 150mm hot & cold aisle containment. Both Hot & Cold aisle containment should be within the rack frame / modular datacenter.
- Total IT capacity: 10kW.
- Racks to have front glass door for complete 42U height visibility and rear split steel door.
- With 2No. Power Distribution Units (monitored) per rack.
- 10kVA UPS capacity with redundancy (N+1).
- Closed loop precision cooling system.
- IP based monitoring capable of sending email and sms alerts.
- RFID access control system with user authentication for both front as well as rear doors.
- User friendly 9inch LCD touchscreen display enables users to read the status of the system locally including temperature profile, temperature set-point, power distribution setting and history log.
- Status based LED Lights within Smart Racks
- Enclosed cable duct.
- Integrated fire detection, suppression and water leak detection system. Other Sensors: to include Door position, Flooding, Temperature, and humidity sensors.
- 1 Year warranty.

### **ii. Power Management Cabinet (PMC)**

The integrated power management cabinet should be inclusive of:

- Three phase power distribution board.
- 100A MCB/MCCB should be provided with the electrical system.
- UPS + Bypass (redundancy design)

- Fan controller for Emergency fan
- Each UPS to be complete with an integrated electrical distribution board panel for termination of the rack PDUs. The board to be complete with circuit breakers and all other necessary accessories.

### **iii. Intelligent Power Distribution Unit**

Each rack shall have 2No. metered power distribution units with the following features:

- Intelligent rack PDU comes with 32A hardwired input, 18-way C13 + 6-way C19, Digital meter display, Black
- Input, Power: 1phase 240V, 32A.
- Capacity; 7.2KVA
- Rack PDU occupies ORU space with vertical installation.
- Rack PDU supports status intelligent monitoring with RS485 Modbus communication.

### **iv. Uninterruptible Power Supply**

- Rack mounted with LCD display
- 10kVA UPS Capacity with N+N redundancy
- Input Voltage/Frequency Range: 310-480V / 40-70Hz
- Output Voltage: 380-415Vac
- Overload Capacity: 125% for 5min
- The UPS to have communications port(s) for easy monitoring of its parameters and status.
- Online mode efficiency: 95% and above
- Power factor of 1
- Complete with a maintenance bypass and power output distribution switch to enable UPS replacement or performing maintenance without disruption of the data centre power.
- General safety requirements: EN62040-1/IEC62040-1
- EMC requirements: EN62040-2/IEC62040-2 (Class C2)
- Method of specifying the performance and test requirements: EN62040-3/IEC62040-3(VFI SS 111)
- Safety of information technology equipment, including electrical business equipment: EN60950

### **v. Battery Bank**

- Rack mountable battery modules
- Type: Seales, maintenance free VRLA
- Battery voltage: 12V
- Battery bank to provide 5 minutes run time on each UPS at 10kW.
- Redundancy (N+N)

### **vi. Precision Cooling System**

The cooling unit shall be row based high-Performance Air-Cooling Machines consisting of direct expansion units with air-cooled condensers to control temperature and humidity. The units shall be Close Control Air Conditioning units having a cooling capacity of 12 kW to provide the N need and the solution should be designed for a minimum of N+N redundancy. This solution must provide the highest efficiency and availability by removing heated air from the data center hot aisle and using it to return cooled air to the servers (cold aisle).

The units shall meet the following:

- Cooling Mode: Air-Cooled at most 12kw in-row configuration units and the footprint of each in-row cooler should not exceed 300mm width so as the usable rack space is optimized.
- Cooling capacity (total): 12 Kw
- Airflow 4200 m<sup>3</sup>/h.
- Air velocity: 3.5 m/s
- Return air temperature: 37°C/24% & 45°C condensing temperature
- Dimension (W x D x H): 300mm x 1,400 mm x2000mm
- Power supply: 380-415V/50Hz/3Ph/N/PE
- Built in RS485 interface for Modbus, optional SNMP and TCP/IP interface.
- Hot-dip galvanized steel or high-quality powder coating frames
- System to have Microprocessor control compatible to BMS with digital / touch pad and alert for alarms.
- Advance Human Machine Interface-HMI
- Provision for fire alarm interface, water detection alarm.
- Cooling design shall be in the form of cold/hot aisle arrangement.

## **vii. Monitoring System**

The monitoring system shall be 1U rack mountable with Sensors & notification system with the following features:

- Device Management (UPS, CRAC, Sensors).
- Energy Management (Real time PUE & Teamwork).
- Security Management (IP Camera, NVR & Door Access).
- Data Management (Alarm Log & Report).

### **2.3. Power Infrastructure**

Bidders shall ensure that the Electrical system for the floor loads and modular data center will consider the following:

- N+N components architecture for clean power.
- Clean power distribution to the floor loads.
- Switch gear & Distribution Board,
- Lighting (including Emergency lighting)
- Raw Power system to respective loads

Currently KENGEN HQ has an existing Generator and Battery bank that supports the entire facility in case of commercial power Failure.

## **i. Uninterruptable Power Supply (UPS) – for the floor loads**

UPS System design concept shall be double conversion UPS and be based on 2N redundancy and availability for all racks. Bidders shall provide a parallel-tie cabinet.

The UPSs must at least meet the following specifications. Minimum technical specifications for ups must include:

- UPS capacity = 40kW
- Input Nominal input voltage = (V) 380 / 400 / 415 V (three-phase 4 -wire + N + PE)
- Run time: 30mins

- Input voltage range without battery discharge = 228 to 475 V
- Nominal Input frequency = 50 / 60HZ
- Input frequency range = 40 to 70 Hz
- Input power factor at full load = 0.99
- Current THD at full linear load =  $\leq 3\%$
- Battery blocks per string = 30 to 40 Blocks of 12 V
- Voltage temperature compensation =  $-3.0 \text{ mV}/^\circ\text{C}/\text{Cell}$
- Battery charger max. Current = 12.5 A
- Nominal output voltage = 380/400/415 V (three-phase + N + PE)
- Nominal output frequency = 50/60 Hz
- Output power factor = Unity
- THDv at full linear load =  $\leq 2\%$
- Inverter overload capacity =  $\leq 105\%$  Continuous; 105% to 125% for 10 min; 125% to 150% for 1 min; 150% to 200% for 200 ms
- Double conversion efficiency = Up to 96.2%
- ECO mode efficiency = Up to 99%
- Noise within 1 m =  $\leq 58 \text{ dB}$
- Maximum altitude =  $<1500 \text{ m}$  without derating
- Operating Temperature =  $0^\circ\text{C}$  to  $40^\circ$
- Protection level IEC (60529) = IP20
- General and safety requirements for UPS = IEC 62040-1
- EMC requirements for UPS = IEC 62040-2
- UPS classification according to IEC EN 62040-3 = VFI-SS-111
- UPS Environmental Factors, Requirements and Reports = EN62040-4/IEC62040-4/AS62040-4 (VFI SS 111)

*(bidder to show backup runtime calculations supported by datasheet references)*

## ii. **Switchboards**

Any proposed Surface-mount enclosures should comprise of galvanized steel (body), steel (door), with a Grey (RAL7035) paint finish. The enclosure should be powder coated.

The enclosure should have detachable front access doors & should be fitted with dust-excluding gaskets.

A locking device should be provided to prevent unauthorized access. All energized parts/conductors should be covered.

## iii. **Power Cables**

Power Cables shall be of 600/1000-volt grade manufactured according to the appropriate British Standards requirements, in two-three-or four-core construction as of East African Cables or equivalent.

Where cables and other electrical services pass through floors, walls, partitions or ceilings, the surrounding hole shall be made good with suitable fire-resisting material to the full thickness of the floor or wall as applicable. In addition, suitable internal barriers shall be provided in ducts passing through floors or walls to prevent the spread of fire.

## iv. **Lights and Sockets**

The bidder shall allow for supply and installation of light fixtures and sockets in the data center, UPS room, IT work station, and staging area.

This shall include:

- Surface Mounted Led Panel 600x600, 36W,4000K (some of the LED panels in the data center should have emergency kits).
- 13A twin switched socket.
- Switches
- Lighting automation panel for the data center
- Motion sensors for the data center
- Wiring

#### **2.4. Fire Detection & Suppression System (FDSS)**

Currently, the data center is served by 3 no. 83.6L fire cylinders. It has a functioning control panel, and smoke sensors. The bidder shall consider adding 1 more cylinder, reconfiguring the pipe work system to include the UPS room and relocating the control panel to an area near the covered area.

#### **2.5. Very Early Smoke Detection system (VESDA)**

An early warning system for smoke shall be installed to work in conjunction with the fire detection & suppression system. The VESDA system shall;

- Continually draw air into a pipe network attached to a detector unit.
- Pass the air through a dual stage filter to remove dirt.
- Send the clean air to a laser detection chamber for smoke detection.
- Measure the light scatter caused by any smoke.
- Process the detector signal and present the smoke level graphically. Communicate the information to a fire alarm control panel through relay/input module, a software management system or a building management system.

VESDA features shall include;

- Ultrasonic Airflow Sensing.
- Laser-Based Absolute Smoke Detection.
- Pre-engineered pipe network designs.
- Programmable Alarm Thresholds Clean air barrier optics protection Instant Recognition Display.
- Instant Fault Finder.
- Auto Learn Smoke.
- Auto Learn Flow.
- Field Service Access Door.
- Multiple Event Logging in separate logs Event log-up to 18000 events.
- Offline/online configuration capability.

#### **2.6. Environment Monitoring System**

Currently, the data center is served by a single temperature/humidity sensor and rope sensor.

The bidder shall supply and install additional sensors in the UPS room and data center to be configured with the existing EMS switch.

It should include:

- Temperature/Humidity/Dew Point Sensor
- Spot Liquid Detector, Point Leak Detection Sensor
- Low-Cost Smoke Detection Sensor/ CE Approved
- Door Contact Sensor
- USB 4G Modem
- Siren, 108db
- Alarm Beacon - Large; 3.94x3.46in (100x88mm)
- 3-Phase AC Power Monitor
- Power status monitoring (Phase failure c/w 3No Breakers)
- AC Current Transformers, Hinged Split-Core, 250Amps, 0.94 in Loop Diameter.

### **2.7. Generator System**

The bidder should provide name of brand/manufacturer and Model.

Outdoor type diesel generator with three phases, water cooling, 60kVA Prime Power (PRP) and 64kVA Standby Power (ESP)

The bidder shall be required to present drawings showing the power connectivity from the mains to the generator powered source.

- Standby Power (ESP): 64kVA / 51kW
- Prime Power (PRP): 60kVA / 48kW
- Voltage: 415/240 V
- Frequency: 50HZ
- Standby Power (ESP) Load @ 75%: 8h Range
- Prime Power (PRP) Load @ 75%: 9h Range
- Rated current 3ph (PRP): 86.6A
- Mechanical structure: Sound Proofed
- Acoustic pressure, LpA: 68 dB(A) @ 7m
- Acoustic power LwA: 93.9 dB(A)
- R.P.M: 1500
- No. of cylinders: 4L
- IP Alternator IP: 23
- Excitation system: SHUNT
- AVR model: SX460
- Fuel: Diesel
- Fuel tank: 86L
- Cooling type: Water
- Coolant capacity (l): 9
- Limit ambient temperature (°c): 40
- Starter voltage system (V): 12
- Battery type: 2 x 12V 45Ah

## 2.8. Automatic Voltage Regulator (AVR)

Bidders shall supply a 60kVA AVR system which meets the following minimum specifications.

- Rating 60kVA
- Efficiency >0.98
- Input voltage 415V  $\pm$ 25% (3+N) 311V-500V
- Input voltage variation range:  $\pm$ 20%
- Output : 415V  $\pm$ 1% (3+N)
- Output Current : 83Amp.
- Independent Regulation on each phase
- Correction speed 70V/sec
- Admitted Load Variation: 280% for 2 minutes
- Including:
  - Input MCCB Automatic Circuit Breaker
  - Signal Lamps
  - SLP Surge Protection Cl.II (c ) IEC61643-1
  - Digital Multimeter EMM (measure all Output Parameters)

## 2.9. CCTV Surveillance

Provision of IP CCTV system for effective surveillance of the areas and create a record for post event analysis. Monitoring cameras shall be installed in proper areas to cover all the critical areas of the data center.

The CCTV system shall comprise of Network Video Recorder, Fixed cameras and associated cabling.

Network Video Recorder features shall include:

- Channels: 8
- Storage: 2 HDD slots with free 1 slot and 4TB out of the box storage.
- 8 ports integrated, 135 W total power budget.
- Power over Ethernet (PoE) IEEE 802.3at Class 4.
- Microsoft Windows Operating system with an OS drive of at least 120 GB SSD.
- Max 270 W, 135 W PoE dedicated, 100 - 240 V AC, 3.5 A, 50/60 Hz.
- CNS 13438, EAC, EN 55024, EN 55032 Class A, IEC/EN 60950-1, IEC/EN 62368-1, KC-Mark, UL 62368-1, IS 13252 Approvals.
- 4 x USB ports.
- 8x PoE ports 10/100 Mbps, 1x SFP 10/100/1000 Mbps, 2x RJ45 10/100/1000 Mbps.
- 1 Display port and 1 HDMI port.
- High-security features and standards such as FIPS 140-2 Level 2 certified TPM
- Advance Replacement Service and 5-year hardware warranty

CCTV Cameras features shall include:

- 4 MP dome camera with IR and deep learning.
- At least 4MP 1 / 2.7" Progressive Image sensor.
- Frame rate Up to 25/30 fps with power line frequency 50/60 Hz in H.264 and H.265a
- Resolution 2304x1728 to 320x240



- Wired PoE 802.3af Class 3.
- Automatic Varifocal (2.8 to 12 mm).
- Object Analytics- Object classes: humans, vehicles (types: cars, buses, trucks, bikes)
- IP42 water- and dust-resistant, IK08 impact-resistant
- Application Programming Interface - ONVIF® Profile G, ONVIF® Profile M, ONVIF® Profile S, and ONVIF® Profile T.

## 2.10. Access Control

The bidder shall supply an integrated alarm and access control system to be installed on the door to allow access to the data Centre. The access control shall be fully installed with all accompanying accessories and software for complete operation. Door Entry should have biometric (Fingerprint) and EM Prox card IN

The access control shall be capable of providing ANTI-PASSBACK features. The access control management software shall have to meet the following features:

- Web-based Application Software.
- Live Status of all Devices.
- Real-time Management of Devices and Applications.
- Real-time Monitoring of Devices.
- Support the following value-added features:
  - Anti-pass Back.
  - Smart Card based Identification.

Biometric readers shall meet the following features.

- 125kHz EM, HID Prox
- Sensor Type: Optical Sensor (OP5)
- Template: SUPREMA / ISO 19794-2 / ANSI 378
- Extractor / Matcher:Minex certified and compliant
- CPU: 1.2 GHz Quad Core
- Memory: 2GB Flash + 256 MB RAM
- Max. User: 500,000 (1:1), 100,000(1:N)
- LED: Multi-Color
- Ethernet: 10/100 Mbps, auto MDI/MDI-X
- PoE: Supported (IEEE 802.3af compliant).
- CE, FCC, KC, RoHS, REACH, WEEE, UL 294 \* UL 294 is applied to only BEW2-OAP model.

## 2.11. LAN CONNECTIVITY

The interconnectivity between the racks of the proposed system shall be done via pre-installed cabling system. Bidders should provide at least 24 connections between the network racks to all other racks within the datacenter space.

### Copper System

- Installation tension: 80N (18 lbf ) maximum
- Cable diameter: 4.0mm (0.157 in.) nominal
- Conductor/insulator: 28 AWG bare copper covered by PE insulation
- Insulation diameter: 1.02mm - 1.31mm (.040 in. - .052 in.)
- Cable jacket: CM/LSZH/LSZH-FR

- Exceeds requirements of ANSI/TIA-568.2-D, and ISO 11801 Class EA Category 6A channel standards
- Exceeds requirements of IEC 61156-5 Category 6A component standards
- Category 6A, low smoke zero halogen (LSZH), 4-pair, U/UTP shielded copper cable. Conductors are 26 AWG with polyethylene (PE) insulation. Conductors are twisted in pairs, each individual twisted pair covered by a metallic foil shield and protected by a LSZH jacket
- Meets IEEE 802.3af, IEEE 802.3at and IEEE 802.3bt for PoE applications
- Flame rating: UL 1685, IEC 60332-1, IEC 60332-3-25, IEC 60754-1 and 2, IEC 61034-2; EN50575: Euroclass Eca
- Installation temperature range: 0°C to 50°C
- Operating temperature range: -20°C to 75°C

#### **CAT 6A Patch Panels**

- Modular: Mini-Com Shielded Jack Modules snap in and out of all Mini-Com All Metal Shielded Modular Patch Panels for easy moves, adds, and changes
- Identification: Dedicated areas allow for port and panel identification with optional adhesive labels
- Material: Stainless steel
- 24 with labels
- Accept 8-position, 8-wire universal module for Shielded application
- Mount to standard EIA 19" racks or 23" racks with optional extender brackets
- RoHS Compliant

#### **Cable Connectors**

- Exceed requirements of ANSI/TIA-568.2-D Category 6A, IEEE 802.3an-2006, and ISO 11801 Class EA channel standards
- Exceed requirements of ANSI/TIA-568.2-D Category 6A and IEC 61156-5 Category 6A component standards
- Rated for 2500 cycles with IEEE 802.3af / 802.3at and 802.3bt type 3 and type 4.
- Supports Power over HDBaseT up to 100 watts
- Each jack is 100% tested to ensure NEXT and RL performance and is individually serialized for traceability
- Meets IEC 60603-7 and IEC 60512-99-002
- Operating Temperature: -10°C to 65°C
- UL 1863 (Use as communications circuit accessory) UL 2043 (Suitable for use in air-handling spaces)
- UL 1863 approved
- Category 6A, RJ45, 10 Gb/s, 8-position, 8-wire universal shielded black module with integral shield
- Fully grounded and bonded to patch panel when installed in All Metal Modular Patch Panel
- Contacts plated with 50 microinches of gold for superior performance
- Tool Less Module
- Integrated spring shuttered door to keep out dust and debris of unmated RJ45 jack modules automatically at the IDFs and dusty Rooms.
- Can be re-terminated a minimum of twenty times
- Terminate 4-pair, 22 – 26 AWG, 100 ohm, solid or stranded shielded twisted pair cable
- 1 Universal termination cap is color-coded for T568A and T568B wiring schemes

- Integrated strain relief with wire cap provides 360° conductive path for grounding
- 0.187" grounding tab provides conductive patch for grounding individual jacks
- Accept 6 and 8-position modular plugs without damage
- Can be clearly identified with optional labels and icons
- RoHS Compliant

#### **Patch Cords**

- CAT 6A U/UTP
- Conductor Gauge (AWG): 28AWG ANSI/TIA-568.2-D
- Cable diameter: 0.185 in. (4.7mm) nominal
- FCC and ANSI compliance: Meets ANSI/TIA-1096-A (formerly FCC Part 68)
- IEC compliance: Meets IEC 60603-7
- PoE compliance: Supports IEEE 802.3af/802.3at (48 cables in a bundle) and 802.3bt type 3 and type 4 (24 cables in a bundle) PoE applications
- Flammability rating: CM/LSZH dual rated
- Category 6A/ Class EA channel and component performance: Exceeds all ANSI/TIA-568.2-D Category 6A and ISO 11801 Class EA Edition 2.1 electrical performance requirements for all frequencies from 1 to 500 MHz
- Safety compliance: cULus Listed; UL 1863 and CAN/CSA-C22.2 (UL File E129886)
- RoHS compliant
- Operating temperature: 14°F-167°F (-10°C-75°C)
- Storage temperature: -40°C to 75°
- Plug housing: UL94V-0 rated clear Polycarbonate

#### **2.12. Service Continuity and Minimal Disruption Requirements**

Ensure that the upgrade of the data center is conducted with minimal disruption to ongoing services.

To achieve this, the vendor must capture the following requirements on the proposal:

##### **Downtime Management:**

- Provide a comprehensive plan to minimize downtime.
- Any planned downtime must be limited to maintenance windows agreed upon.

##### **Risk Mitigation Plan:**

- Submit a risk assessment and mitigation plan detailing how critical services will be safeguarded during the upgrade of the Data Center.
- Outline contingency plans to address unexpected disruptions.

##### **Service Continuity:**

- Ensure that critical services remain operational during the upgrade process. Bidders to setup up a temporary environment with stable 3 phase power and cooling units to ensure continuity of operation at HQ during the upgrade process at own cost. KENGEN will provide a hosting room for equipment to be migrated.

##### **Change Management and Testing:**

- Provide a pre-implementation testing workplan to ensure compatibility and stability of the upgraded infrastructure.

**Communication and Approval:**

- Provide a sample advance notice of at least 3 business days for all planned activities requiring downtime or changes to operational systems.
- Approval will be provided before proceeding with major upgrade phases.

**Monitoring and Support:**

- Ensure real-time monitoring during the upgrade process to quickly identify and resolve potential issues.
- Ensure that adequate technical support is available 24/7 throughout the upgrade period.

**Post-Upgrade Validation:**

- Perform post-upgrade testing and validation to confirm that all systems are fully operational and performing as expected.
- Provide a post-upgrade report, including performance benchmarks and a summary of activities performed.

**Training and Documentation:**

- Train KENGEN personnel on changes made to the infrastructure.
- Provide updated documentation, including architecture diagrams, configurations, and operational guides.

### **2.13. TRAINING AND TRAINING MATERIALS**

The Supplier MUST provide the following Training Services and Materials. This will include installation, configuration, operations and maintenance techniques. Training shall be held at the Purchaser's premises (on-site) and shall cater for a minimum of Five (5) trainees in all datacenter components installed.

The bidder is therefore expected to clearly define the following:

#### **Technical:**

The technical training objective is to develop the knowledge and skills of KENGEN technical team in order to carry out the following operations, Administration and Maintenance tasks and objectives.

- Analyze and perform initial diagnostics of complex performance issues of the modular solution (AC UPS System, Cooling Systems, Batteries, Power Distribution Systems, Data Center CCTV, Access control, & Environmental Monitoring System).
- To acquire knowledge of the proposed vendor portfolio of products and services for future improvements.
- To acquire knowledge on the basics of the equipment theory of operation.
- To acquire knowledge and skills about the correct and safe equipment operations.
- To be able to identify and report equipment issues.
- To develop the ability to use appropriate documentation regarding KENGEN systems introduction, specifications, operations and routine inspection of all components.

#### **Training Curriculum**

The Bidder training proposal must follow the curriculum below.

#### **Design Overview**

- Understanding the basic design requirements.
- Criticality and availability considerations.
- The four key constraints (4C's) – Power, Cooling, IT Infrastructure and Space.

#### **Managing the Datacenter Facility Infrastructure**

- Regulations, best practices and operational processes.
- Availability and resilience measures and practices.
- Move, add and change processes.
- Efficient energy management.
- Decommissioning processes.
- IT & physical security.

#### **Compliance**

- Codes and regulations.
- National and international standards.
- Industry guidelines and best practices.
- Certification and accreditation.

#### **Understanding the Datacenter Physical Infrastructure**

The Four Key Environments (Power, Cooling, IT Connectivity & Space)

- **Power**
  - Power infrastructure: AC Power distribution, UPS and Batteries.
- **Cooling and Containment**
  - Cooling infrastructure and Airflow Management.
  - Overview of different cooling system technologies.
- **IT Connectivity**
  - Data Center Environmental Monitoring Solution.
  - Rack Cabinets and frames.
  - Cable containment and Pathways.
- **Space**
  - Relationship between white and grey space environments.
  - Physical security and access control.

#### **Datacenter Operations and Administration**

- Safety considerations
  - Risk Assessment and Method Statements.
  - Environmental health and safety.
  - Personal Protective Equipment.
  - Life safety systems (Fire detection and suppression).

#### **Mode of Training and Training Location**

The Proposers training proposal must be developed according to training curriculum in an efficient and innovative way, using the very latest educational methods and specifically designed and structured to provide the technical personnel with all the necessary knowledge and skills in each component area.

#### **Training:**

The training will be conducted on and after the project implementation on the As-Built KENGEN datacenter facility infrastructure.

The training will be on-site at KenGen premises

#### **Training Materials:**

The bidder must develop and provide Training materials inform of Software, Training Hand- books, OAM Videos, Job aids, Quick Start Guides. These will have to be approved before the training starts. It should clearly define the scope of training, including topics to be covered and related exercises.

#### **Defect Liability**

Defect Liability period shall be 12 months from practical completion of project.

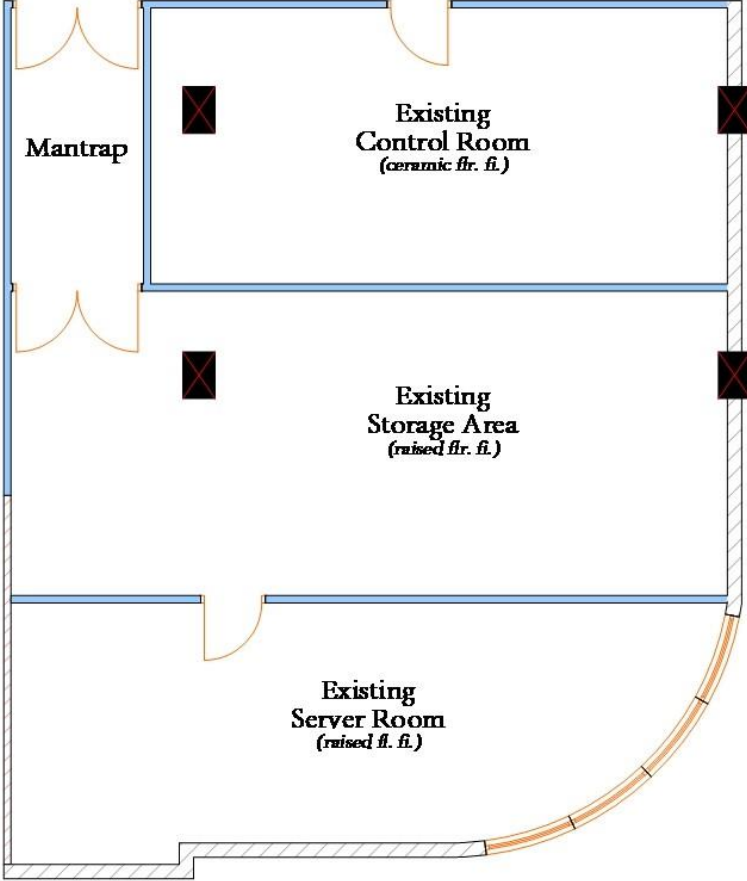
During this period, successful bidder shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect.

The successful bidder is also expected to perform the period maintenance of the installed system during this period.



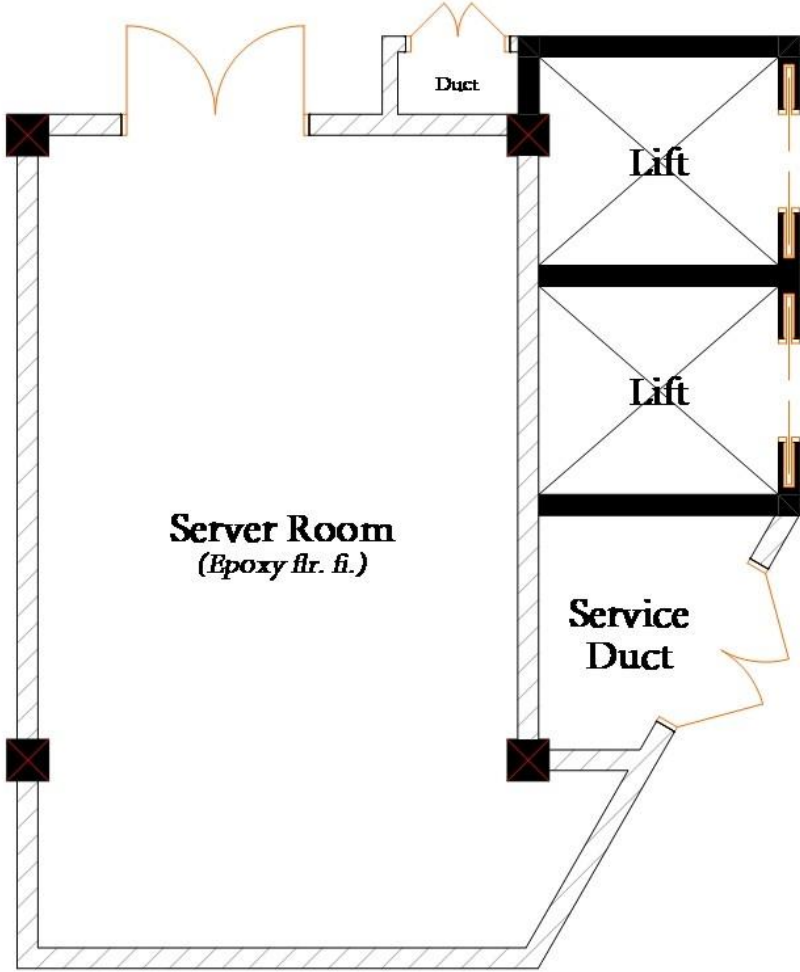
**CURRENT SITE DRAWINGS**

Intermediary DC at Stima Plaza





Data Center at TANA Power Station



N/B Bidders are required to visit the site to confirm the allocated space measurements and preparation of their proposed designs.

**TECHNICAL EVALUATION RESPONSE:**

A.) Technical compliance

The following criteria will be used to determine technical responsiveness of the bidders.

**INSTRUCTIONS TO BIDDERS:**

1. Bidders are required to quote for Genuine Products which are brand new and internationally recognized.
2. Bidders MUST append official company stamp and authorized signature on any attached technical data sheets.
3. Bidders MUST provide meaningful responses to our stated minimum requirements, proposing a solution to the KenGen's need. Copying and pasting the Minimum Specifications will be considered non-responsive and shall lead to bidder's disqualification.
4. Bidders MUST provide substantive responses FOR ALL THE FEATURES in the minimum technical specifications irrespective of any attached technical documents.

i. **Spatial Planning & Builders Works**

S/N	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response referencing to highlighted datasheet page No.
1.1	<p>The computer room area should consist of continuous space with the following auxiliary rooms:</p> <ul style="list-style-type: none"> <li>• Staging Area</li> <li>• Data Center</li> <li>• UPS room</li> <li>• IT workstation</li> <li>• Board room</li> </ul> <p>Bidders to provide detailed design layouts and schematic capturing the above.</p> <p>Bidder is expected to perform an adequate site visit to review the status of the proposed space</p>		
1.2	<p>The bidder is expected to review the status of the current permanent and non-permanent structures to assess the non-structural solution to safeguard the Data Center from incidents.</p>		
1.3	<p>Remove existing ceramic floor tiles, prepare the surface, and apply a 2mm industrial epoxy flooring system as Jota floor or an equivalent approved product in strict compliance with the manufacturer's written instructions.</p>		

1.4	Fireproof and antistatic materials with high-temperature resistance should be used for the coatings of the vertical surfaces, and the ceiling.		
1.5	Where required, the bidder will advise on the changes to be made, and the justifications for the changes will be documented in the technical bid.		
1.6	The materials used must comply with the international and Kenya standards. All relevant certificates of quality, heat insulation, fire resistance, etc., should be provided.		
1.7	The plasterboards, if to be installed, or any uncovered wall and the ceiling should be coated with paint suitable for data center standards		
1.8	The entrance-exit doors to be replaced with metallic, fireproof (according to fire safety standards), 60mm thick, with a mechanical security lock and panic bar on the inside, opening towards the direction of the corridor. The door should be provided with a fire-rated see-through glass to detect fire without opening the door or entering the Data Room.		

**ii. Modular Data Centre**

S/N	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response referencing highlighted datasheet page No.
2	<b>GENERAL</b>		
2.1	Due to space limitation, the modular data center must achieve a total usable U space of at least 144U from a foot print of 3600mm (L) by 1400mm (Width)		
2.2	The system shall have complete infrastructure equipment which include rack with full containment design (enclosed cold and hot channel), rack-mount UPS and battery, pre-integrated power management and distribution unit, , intelligent door lock, emergency ventilation system, top-mount cable management, floor standing precision cooling, environmental sensor and monitoring module that enable centralized		

	monitoring of all connected equipment under single login platform.		
2.3	Hot and cold air separation		
2.4	Floor standing In-Row (DX) Air Conditioners With Digital Scroll Compressors and Variable EC fans integrated within the containment system.		
2.5	UPS and Batteries system is fully enclosed within the modular data centre to be conditioned by the contained cooling system		
2.6	Integrated power management & Distribution Panel		
2.7	Increase physical security and equipment protection with lockable cabinets and access alerts		
2.8	Modularity for flexibility and easy expansion		
2.9	The data center facility system will have N+1 power configuration and 10 minutes runtime at full load.		
2.10	The Solution will have a 9 inch local human-machine interface (HMI).		
2.11	The data center facility system will have N+1 cooling redundancy design.		
2.12	The entire system shall not require raised floor at installation.		
<b>S/N</b>	<b>Minimum Requirement</b>	<b>Compliance Yes/No</b>	<b>Bidders Response – Detailed response referencing highlighted datasheet page No.</b>
<b>3</b>	<b>RACK</b>		
3.1	Cabinets shall be provided for rack-mounting IT equipment, UPS & Batteries arranged in a row of 3 cabinets in total, measuring at least 800mm x 1400mm x 2000mm (WxDxH)  (1) power management racks for Battery and UPS with dimensions not exceeding 600mm x 1400mm x 2000mm (WxDxH)		
3.2	Rack Containment Frame is 42 U, 19" mounting type with standard Rack + Cold & Hot Aisle Containment		
3.3	Should have Cold aisle on the front and hot aisle containment on the rear		
3.4	Rack frame is, scalable and modular with safe load		

	carrying capacity of at least 1000 Kg and static load capacity of at least 1600kg		
3.5	Color shade of Rack is RAL 7021		
3.6	Cable entry provision from top & bottom both side of rack		
3.7	Cut outs with rubber grommet on top and bottom cover of rack for cable entry		
3.8	Each rack shall have front glass door for complete 42U height visibility & rear glass door with integrated RFID based access control.		
3.9	Rack door shall equip electronic door lock. Support local door access via proximity card and remote door authorization via IP-based web interface.		
3.10	Rack shall support up to 4 rack PDUs mounting per rack, mount at rear side of rack.		
3.11	Rack Level Metered PDU"s (2 In each rack)		
3.12	600mm width rack shall have single leaf door (front and rear)		
3.13	800mm width rack shall have single leaf door (front) and double leaf door (rear)		
3.14	Rack door shall have tempered glass door design.		
3.15	42U rack top cable entry;		
3.16	Rack shall have emergency ventilation fans.		
3.17	Rack shall have LED lighting front & rear and door sensor. LED lights activate at door opening.		
3.18	Rack shall have intelligent LED lighting at front door with various lighting indication. Blue, red and white.		
3.19	Ingress protection: IP2X		
3.20	Rack shall have top-mounted enclosed cable management.		
4.0	<b>POWER MANAGEMENT CABINET</b>		
4.1	System shall have pre-integrated power management unit (PMU), with single feed power supply.		
4.2	Power Management Unit (PMU) shall have surge protection device and Digital Power Meter (DPM) with Modbus connectivity.		

4.3	DPM is capable to measure: <ul style="list-style-type: none"> <li>- Frequency</li> <li>- (RMS) phase current, the average phase current</li> <li>- (RMS) phase voltage, the average phase voltage</li> <li>- (RMS) line voltage, the average line voltage</li> <li>- Each phase Active, total active power</li> <li>- Each phase reactive power, total reactive power</li> <li>- Each phase apparent power, total apparent power</li> <li>- Each phase power factor, average power factor</li> </ul>		
4.4	10KVA UPS with unity power factor and double conversion mode performance up to 96.2%		
4.5	Rack-mount UPS module. Form factor 2U		
4.6	UPS set up: 3-Phase in/1-Phase out		
4.7	Input Power Factor: 3-Phase > 0.99 at full load		
4.8	UPS Rectifier type: IGBT, DSP Controlled		
4.9	UPS Inverter control: Pulse-Width Modulation (PWM)		
4.10	UPS comes with 3 operation modes: Normal/Battery/ECO		
4.11	Energy saving ECO Mode optimizing UPS efficiency up to 99%.		
4.12	Fan fault self-inspection and automated diagnostic function.		
4.13	UPS supported by rack mount internal battery module: 9AH/12V Internal battery		
4.14	<ul style="list-style-type: none"> <li>• UPS must Comply to standard:</li> <li>• General safety requirements: EN62040-1/IEC62040-1</li> <li>• EMC requirements: EN62040-2/IEC62040-2 (Class C2)</li> <li>• Method of specifying the performance and test requirements: EN62040-3/IEC62040-3(VFI SS 111)</li> <li>• Safety of information technology equipment, including electrical business equipment: EN60950</li> <li>• Moisture, dust and high-altitude test: GB/T</li> </ul>		

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4.15	Intelligent rack PDU. Metered type.		
4.17	Intelligent rack PDU comes with 32A hardwired input, 18-way C13 + 6-way C19, Digital meter display, Black		
4.18	Rack PDU occupies ORU space with vertical installation.		
4.19	Rack PDU supports status intelligent monitoring with RS485 Modbus communication.		
5.0	<b>COOLING SYSTEM</b>		
5.1	The in-row cooling unit shall have factory assembled environment control unit that shall be floor mounted to provide maximum cooling capacity in minimum footprint; 300mm(W) x 1400mm (D) x 2000mm (H)		
5.2	Each in-row cooler should not exceed 300mm width so as the usable space is optimized.		
5.3	Cooling unit placement shall sit next to IT rack without comprising of RU space.		
5.4	Fully assembled with cold and hot aisle containment at front and rear rack.		
5.5	Horizontal airflow handling: $\geq 4200$ CMH		
5.5	The rated net sensible cooling capacity based on the supply air condition of $23^{\circ}\pm 1^{\circ}\text{C}$ (Dry Bulb), Relative Humidity of $26\% \pm 5\%$ and $35^{\circ}\text{C}$ ambient temperature: $\geq 12\text{kW}$ .		
5.6	Sensible heat ratio (SHR): $\geq 0.98$		
5.7	The refrigeration circuit of the unit shall incorporate a high efficiency DC brushless compressor with a crankcase heater, filter dryer, moisture indicating sight glass, and an electronic expansion valve.		
5.8	The compressor shall equip with an environment-friendly refrigerant (R410A), and a DC brushless type arrangement with variable capacity operation of 30% to 100%.		
5.9	The cooling circuit shall have electronic expansion valve (EEV) controls the mass flow rate of the refrigerant within the refrigerant circuits at high speed with greater precision		



5.10	The unit shall have at least 4 EC fans unit. The fan speed can be varied and can regulated automatically by the highly intelligent controller through all modes of operation.		
5.11	The unit shall equip with two G4 rated air filters following with EU4, located within the cabinet, and accessible from the rear side of the unit. Upgradeable to F5		
5.12	The control board shall have RS485 port, support Modbus protocol.		
5.13	The unit shall have factory installed condensate pump with up to 6 ± 1 m-head.		
5.14	The unit shall have a Positive Temperature Coefficient (PTC) ceramic type electrical heater.		
5.15	The unit shall have water leakage detection kit. To detect the presence of water under the floor of the unit, if the kit senses wet floor condition then it signals the control board to trigger the alarm.		
5.16	Cooling unit shall equip electronic door lock. Support local door access via proximity card and remote door authorization via IP-based web interface.		
5.17	Performance declaration: GB/T 19413-2010		
5.18	Manufacture certification: ISO 9001		
6.0	<b>CENTRALIZED MONITORING</b>		
6.1	System shall have centralized access via a local 9-inch touchscreen display or using a web-browser interface for remote access		
6.2	The system will have upgradable-capability for multiple site facility monitoring.		
6.3	Monitoring module form factor: 1U		
6.4	Monitoring module shall support high-level equipment monitoring (Modbus/ SNMP). Support PUE calculation.		
6.5	Monitoring module shall support dual power input.		
6.6	Monitoring solution shall support infrastructure monitoring and IT management under single login platform.		
6.7	Monitoring module shall support server management using IPMI 2.0.; ≥ 40 servers		

6.8	Server management via IPMI 2.0 shall allow remote server power cycle based on scheduled plan and conditional basis whenever preset criteria is met. Support server graceful shutdown.		
6.9	Server management via IPMI 2.0 shall allow server sensor reading. (e.g. server voltage, CPU temperature, server fan speed)		
6.10	Monitoring module shall support console server management, allow console access to router, firewall and switches via serial connection; ≥ 24 IT devices		
6.11	Console access shall allow IP setting and network configuration via CLI (Command-line interface)		
6.12	System shall support remote authorization to allow door access via IP based web interface.		
6.13	Every Door shall have door sensors		
6.14	System shall have water leak detector		
	<b>Minimum Requirement</b>	<b>Compliance Yes/No</b>	<b>Bidders Response – Detailed response referencing highlighted datasheet page No.</b>
<b>7.0</b>	<b>POWER INFRASTRUCTURE</b>		
7.1	<p><b>The electrical installation of the computer room should serve the following:</b></p> <ul style="list-style-type: none"> <li>• Air conditioners</li> <li>• Racks along with the IT and communication equipment PDUs</li> <li>• Lighting</li> <li>• Security systems (access control, cameras, etc.)</li> <li>• General use power supply and power overrides.</li> </ul>		
7.2	Electrical drawings should be delivered for the entire installation, and for the electrical power boards.		
7.3	The electrical power board should be powder coated; color: grey (RAL7035)		
7.4	The power supply cable should be powered directly from the building utility with the corresponding cables fitted to a suitable cable containment. (including, if necessary, mounting an appropriate electrical panel)		

7.5	Electrical drawings should be delivered for the entire installation, and for the electrical power boards.		
7.6	The route of the power supply cable should be shadowed with sufficient ventilation.		
7.7	The candidate contractor to advise on an appropriate pathway set-up appropriate for the size and usage of the Data Centre.		
7.8	There should be at least two rows of lights to adequately illuminate the front and rear of racks and air condition units.		
8	<b>UPS- FLOOR LOADS</b>		
8.0	UPS Capacity: 40Kw		
8.1	<p><b>Input:</b></p> <ul style="list-style-type: none"> <li>- Nominal input voltage: 380/400/415 V (3-phase 4-wire + N + PE)</li> <li>- Input voltage range without battery discharge: 228 to 475V</li> <li>- Nominal input frequency: 50/60Hz</li> <li>- Input frequency range: 40 to 70Hz</li> <li>- Input power factor at full load: 0.99</li> <li>- Current THD at full linear load: ≤ 3%</li> <li>- Bypass voltage tolerance (%): selectable from +20 to -40</li> </ul>		
8.2	<p><b>Output:</b></p> <ul style="list-style-type: none"> <li>- Nominal output voltage: 380/400/415 V (three-phase + N + PE)</li> <li>- Nominal output frequency: 50/60 Hz</li> <li>- Output power factor: Unity</li> <li>- THDv at full linear load: 2</li> <li>- Double conversion efficiency: up to 96.2%</li> <li>- Eco mode efficiency: Up to 99%</li> <li>- Inverter Overload: 105% for 60 min; 125% for 10 min; 150% for 1 min; &gt;150% for 200ms</li> </ul>		
8.3	<p><b>Battery:</b></p> <ul style="list-style-type: none"> <li>- Battery blocks per string: 26 to 44 Blocks of 12 V</li> <li>- Battery charger max. current: 12.5A</li> <li>- Charging Mode: Constant current and constant voltage</li> <li>- Battery bus voltage: <i>specify</i></li> <li>- Temperature compensation: -3.0</li> <li>- VRLA batteries</li> </ul>		

	- 30 minutes backup time on full load		
8.4	<p><b>General:</b></p> <ul style="list-style-type: none"> <li>- Noise within 1m: Not more than 58DbB</li> <li>- Operating temperature: 0 °C to 40 °C full performance.</li> <li>- Protection degree, IEC (60529): IP20</li> <li>- UPS Dimensions, W × D × H (mm): 440x750x1600</li> </ul>		
8.5	<p>Conformity standards:</p> <ul style="list-style-type: none"> <li>- General and safety requirements for UPS used in operator access areas: IEC 62040-1</li> <li>- Electromagnetic compatibility (EMC) requirements for UPS IEC 62040-2 (Class C3)</li> <li>- Method of specifying the performance and test requirements of UPS: IEC 62040-3 (VFI SS 111)</li> <li>- Environmental aspects - requirements and reporting: IEC 62040-4</li> </ul>		

9	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response referencing highlighted datasheet page No.
	<b>FIRE SUPPRESSION GENERAL CHARACTERISTICS</b>		
9.1	Indicate the model and manufacturer.		
9.2	Photoelectric smoke detectors.		
9.3	Thermal smoke detectors.		
9.4	Fire Detection/Extinguishing control panel.		
9.5	Alarm Sirens with Built-in Lights (Flash) indicators to be inside and outside the Data Room.		
9.6	Fire Extinguishing System (can be portable) with proper material (e.g., co2, power), non-toxic, that does not destroy the electronic equipment and is easy to clean up.		

9.7	Indicate the number of portable fire extinguishers, their capacity, type, placement, and location.		
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### Datacenter High wall Split unit

	Description	Compliance Yes/No	Bidders Response – Detailed response referencing highlighted datasheet page No.
10.1	Net Sensible Cooling CapacityKW: 7 Kw (Mandatory)		
10.2	Sensible Heat Ratio (SHR)> 0.9		
10.3	Airflow CMH:Not Less than 1954		
10.4	Dimensions mm: Not more than 1028 x 232 x 490		
10.5	Inside Design Condition: 27 Deg C ±2 Deg C and Max 50% RH (Mandatory)		
10.6	Ambient air design temperature: 35 Deg C(Scalable upto 48 Deg C)		
10.7	Filters Efficiency: 90% efficiency down to 10 Microns. (Mandatory)		
	<b>Design Requirements</b>		
10.8	High-performance factory assembled <b>precision</b> split air-conditioning unit (Mandatory)		
10.9	Wall Mounted		
10.10	microprocessor-based controller		
10.11	Robust design to run 24x7x 365 ( <i>Comfort cooling units not acceptable</i> )		
10.12	Auto-Restart function		
10.13	Monitoring with Unit-to-Unit Communication		
10.14	designed for service from the front of the unit		
	<b>In door unit</b>		
10.15	The Indoor unit shall comprise of Metallic Body construction		
10.16	The refrigeration system shall consist of a R407C/R410A based Scroll compressor		
10.17	Evaporator Coil with Hydrophilic Coating		
10.18	The evaporator coil is manufactured from copper tubes, mechanically bonded to hydrophilic painted aluminium fins, with a stainless-steel condensate drainpan. The large face area/low velocity coil allows precise control of temperature		

10.19	Hydrophilic coated condenser coil		
10.20	G4 Filter		
10.21	The unit should work at 3 phase 410V 50Hz and should by default have single phase protection, OV, UV relay installed on the electrical box		
10.22	Electrical and control panel shall be located in a separate box external to unit. The frame assembly should be made of CRCA powder coated material		

#### AUTOMATIC VOLTAGE REGULATOR AVR

S/N	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response referencing highlighted datasheet page No.
11.1	AVR Rating: 60kVA		
11.2	Input voltage 415V $\pm$ 25% (3+N) 311V-500V		
11.3	Input voltage variation range: $\pm$ 20%		
11.4	Output : 415V $\pm$ 1% (3+N)		
11.5	Output Current : 83Amp.		
11.6	Independent Regulation on each phase		
11.7	Correction speed 70V/sec		
11.8	Admitted Load Variation: 280% for 2 minutes		
11.9	<ul style="list-style-type: none"> <li>o Input MCCB Automatic Circuit Breaker</li> <li>o Signal Lamps</li> <li>o SLP Surge Protection Cl.II (c ) IEC61643-1</li> <li>o Digital Multimeter EMM (measure all Output Parameters)</li> </ul>		

#### BACKUP GENERATOR

S/N	Minimum Requirement	Compliance Yes/No	Bidders Response Detailed response referencing to highlighted datasheet page No.
12	<b>GENERATOR</b>		
	The bidder shall provide the name of brand/manufacturer and Model.		

The bidder shall be required to present drawings showing the power connectivity from the mains to the generator powered source.		
• Standby Power (ESP): 64kVA / 51kW		
• Prime Power (PRP): 60kVA / 48kW		
• Voltage: 415/240 V		
• Frequency: 50HZ		
• Standby Power (ESP)		
• Load @ 75%: 8h Range		
• Prime Power (PRP) Load @ 75%: 9h Range		
• Rated current 3ph (PRP): 86.6A		
• Mechanical structure: Sound Proofed		
• Acoustic pressure, LpA: 68 dB(A) @ 7m		
• Acoustic power LwA:		
• 93.9 dB(A)		
• R.P.M: 1500		
• No. of cylinders: 4L		
• IP Alternator IP: 23		
• Excitation system:		
• SHUNT		
• AVR model: SX460		
• Fuel: Diesel		
• Fuel tank: 86L		
• Cooling type: Water		
• Coolant capacity (l): 9		

	<ul style="list-style-type: none"> <li>Limit ambient</li> </ul>		
	<ul style="list-style-type: none"> <li>temperature (°c): 40</li> </ul>		
	<ul style="list-style-type: none"> <li>Starter voltage system (V): 12</li> </ul>		
	<ul style="list-style-type: none"> <li>Battery type: 2 x 12V 45Ah</li> </ul>		
	<ul style="list-style-type: none"> <li>Compliance to ISO 14001:2015, ISO 45001:2018, ISO 9001:2015</li> </ul>		

## ENVIRONMENT MONITORING SYSTEM

S/N	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response referencing highlighted datasheet page No.
13.1	<b>EMS Controller</b>		
	Monitoring of temperature, power, humidity, door contact/ open-door sensor, dry contact (input/output devices), vibration, smoke spot leak, rope leak and alarm beacon monitoring.		
	Sensors Configuration: <ul style="list-style-type: none"> <li>- 2 internal sensors</li> <li>- 16 external configurable sensors,</li> <li>- 8 digital inputs</li> <li>- 2 output relays</li> </ul>		
	User-defined Smart Alerts		
	Monitor and manage server room environmental and security conditions over IP.		
	Supports IP network video cameras for a live view of any facility.		
	Monitor (ping) up to 64 IP network devices		
	Configure up to 50 events.		
	Linux operating system		
	Support Dual power for connection		
	Supports HTTPS, SSHv2, SSLv3, IP Filtering, LDAPv3, AES 256-bit encryption, 16-character		



	username /password authentication, user account restricted access rights		
	Notification and alerts capabilities for email and SMS, SNMP, Siren, webpage alerts, LEDs		
	Warranty: Two years		
13.2	<b>Temperature/Humidity/Dew Point Sensors</b>		
	Probe-Style Temperature/Humidity/Dew Point Sensor		
	Applications from -20 to 85°C and 0 to 90% relative humidity.		
	<b>Temperature accuracy:</b> - ±0.50°C for -4 to -20 to -10°C. ±0.40°C for 14 to -10 for 85°C).		
	<b>Humidity accuracy:</b> - 0 to 80% relative humidity, ±3% - 80 to 90% relative humidity, ±4%		
	Voltage supply: 5VDC		
	Current consumption: 20Ma		
	Communication type: RS485		
	Data Rate: 96kbps		
Supports CAT5/5e/6/6a cable (24 AWG) up to 305 m			
13.3	<b>Liquid Detection Sensors</b>		
	Detects liquid depth >0.1" (2.5 mm).		
	Minimum puddle: 0.6" (15 mm) diameter		
	100% waterproof electronics		
	Detects any liquid or moisture, except deionized water		
	Voltage and current: • Open Circuit: 5VDC max @ 1µA. • Closed circuit: <300mV @ 10.7mA		
13.4	Photoelectric Smoke Detection Sensor		
	Smoke sensitivity: 0.5 dB/m ±0.1 dB/m.		
	Operating temperature: 14 to 122°F (-10 to 50°C).		

	Maximum cable length: 1,000 ft (305 m).		
	<b>Current:</b> <b>Standby: 100µA</b> Alarm: 30 to 35mA		
	Powered by the EMU device		
	Regulatory approvals: CE, RoHS.		
13. 5	Alarm Beacon		
	Color: Emits flashing red light when activated		
	Flash rate: 75 per minute		
	2 wire interface		
	Input voltage: 12VDC		
	Power consumption; 220Ma@12VDC		
	Max cable length: 500 ft (152 m)		
	Dimensions WxH: 3.94x3.46 in (100x88 mm)		
	Material: ABS resin base, polycarbonate/acrylic lens		
	Powered by existing EMU device		
13. 6	Door contacts		
	Actuating gap: Approximately 1.2"		
	Dimensions: WxDxH (in): 0.6x0.7x2.5 (switch), 0.6x0.5x2.5 (magnet).		
	Life cycle: 100,000 cycles		
	Operating temperature: 32 to 158°F (0 to 70°C).		
	Regulatory approvals: CE, UL, RoHS		

**ACCESS CONTROL**

	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response referencing to highlighted datasheet page No.
14.2	Biometric readers shall meet the following features. <ul style="list-style-type: none"> <li>125kHz EM, HID Prox</li> </ul>		

	<ul style="list-style-type: none"> <li>• Sensor Type: Optical Sensor (OP5)</li> <li>• Template: SUPREMA / ISO 19794-2 / ANSI 378</li> <li>• Extractor / Matcher:Minex certified and compliant</li> <li>• CPU: 1.2 GHz Quad Core</li> <li>• Memory: 2GB Flash + 256 MB RAM</li> <li>• Max. User: 500,000 (1:1), 100,000(1:N)</li> <li>• LED: Multi-Color</li> <li>• Ethernet: 10/100 Mbps, auto MDI/MDI-X</li> <li>• PoE: Supported (IEEE 802.3af compliant).</li> <li>• CE, FCC, KC, RoHS, REACH, WEEE, UL 294 * UL 294 is applied to only BEW2-OAP model.</li> </ul>		
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### CCTV SYSTEM

15	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response referencing to highlighted datasheet page No.
15.1	The CCTV system shall comprise of Network Video Recorder, Fixed cameras and associated cabling.		
15.2	Indicate the model and manufacturer.		
15.3	Network Video Recorder features shall include:		
	Channels: 8		
	Storage: 2 HDD slots with free 1 slot and 4TB out of the box storage.		
	8 ports integrated, 135 W total power budget.		
	Power over Ethernet (PoE) IEEE 802.3at Class 4.		
	Microsoft Windows Operating system with an OS drive of at least 120 GB SSD.		
	Max 270 W, 135 W PoE dedicated,		
	100 - 240 V AC, 3.5 A, 50/60 Hz.		
	CNS 13438, EAC, EN 55024, EN 55032 Class A, IEC/EN 60950-1, IEC/EN 62368-1, KC-Mark, UL 62368-1, IS 13252 Approvals.		
	4 x USB ports.		

8x PoE ports 10/100 Mbps, 1x SFP 10/100/1000 Mbps, 2x RJ45 10/100/1000 Mbps.		
1 Display port and 1 HDMI port.		
High-security features and standards such as FIPS 140-2 Level 2 certified TPM		
Advance Replacement Service and 5-year hardware warranty		

## LAN CONNECTIVITY

16	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response referencing to highlighted datasheet page No.
16.1	<b>ETHERNET CABLE</b>		
	CAT 6A U/UTP – 28 AWG		
	Installation tension: 80N (18 lbf) maximum		
	Cable diameter: 4.0mm (0.157 in.) nominal		
	Conductor/insulator: 28 AWG bare copper covered by PE insulation		
	Insulation diameter: 1.02mm - 1.31mm (.040 in. - .052 in.)		
	Cable jacket: CM/LSZH/LSZH-FR		
	Exceeds requirements of ANSI/TIA-568.2-D, and ISO 11801 Class EA Category 6A channel standards  Exceeds requirements of IEC 61156-5 Category 6A component standards		
	Meets IEEE 802.3af, IEEE 802.3at and IEEE 802.3bt for PoE applications		

	Flame rating: UL 1685, IEC 60332-1, IEC 60332-3-25, IEC 60754-1 and 2, IEC 61034-2; EN50575: Euroclass Eca		
	Operating temperature range: -20°C to 75°C		
16.2	<b>CAT 6A Patch Panels</b>		
	Modular: Mini-Com Shielded Jack Modules snap in and out of all Mini-Com All Metal Shielded Modular Patch Panels for easy moves, adds, and changes		
	Identification: Dedicated areas allow for port and panel identification with optional adhesive labels		
	Material: Stainless steel		
	24 Ports		
	Accept 8-position, 8-wire universal module for Shielded application		
	Mount to standard EIA 19" racks or 23" racks with optional extender brackets		
	RoHS Compliant		
16.3	<b>Cable Connectors</b>		
	Exceed requirements of ANSI/TIA-568.2-D Category 6A, IEEE 802.3an-2006, and ISO 11801 Class EA channel standards		
	Exceed requirements of ANSI/TIA-568.2-D Category 6A and IEC 61156-5 Category 6A component standards		
	Rated for 2500 cycles with IEEE 802.3af / 802.3at and 802.3bt type 3 and type 4.		

	Supports Power over HDBaseT up to 100 watts		
	Each jack is 100% tested to ensure NEXT and RL performance and is individually serialized for traceability		
	Meets IEC 60603-7 and IEC 60512-99-002		
	Operating Temperature: -10°C to 65°C		
	Category 6A, RJ45, 10 Gb/s, 8-position, 8-wire universal shielded black module with integral shield		
	Fully grounded and bonded to patch panel when installed in All Metal Modular Patch Panel		
	Terminate 4-pair, 22 – 26 AWG, 100 ohm, solid or stranded shielded twisted pair cable		
	Tool Less Module		
	0.187" grounding tab provides conductive patch for grounding individual jacks		
	Can be re-terminated a minimum of twenty times		
	Integrated spring shuttered door to keep out dust and debris of unmated RJ45 jack modules automatically at the IDFs and dusty Rooms.		
	Contacts plated with 50 microinches of gold for superior performance		
16.4	<b>Patch Cords</b>		
	Conductor Gauge (AWG): 28AWG ANSI/TIA-568.2-D		
	Cable diameter: 0.185 in. (4.7mm) nominal		
	FCC and ANSI compliance: Meets ANSI/TIA-1096-A (formerly FCC Part 68)		
	IEC compliance: Meets IEC 60603-7		

PoE compliance: Supports IEEE 802.3af/802.3at (48 cables in a bundle) and 802.3bt type 3 and type 4 (24 cables in a bundle) PoE applications		
Flammability rating: CM/LSZH dual rated		
Category 6A/ Class EA channel and component performance: Exceeds all		
ANSI/TIA-568.2-D Category 6A and ISO 11801 Class EA Edition 2.1 electrical		
performance requirements for all frequencies from 1 to 500 MHz		
Safety compliance: cULus Listed; UL 1863 and CAN/CSA-C22.2 (UL File E129886)		
RoHS compliant		
Operating temperature: 14°F-167°F (-10°C-75°C)		

**SERVICE CONTINUITY**

S/N	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response with reference to support documents
<b>17.0</b>	<b>SERVICE CONTINUITY</b>		
17.1	<b>Downtime management:</b> Provide a comprehensive plan to minimize downtime.		
17.2	<b>Risk Mitigation:</b> Provide a risk assessment and mitigation plan detailing how critical services will be safeguarded during the upgrade. The RAMS should outline planes to address unexpected disruptions.		
17.3	<b>Change Management &amp; Testing:</b> Provide a pre-implementation testing workplan.		
17.4	<b>Communication and Approval:</b>		

	Provide a sample advance notice of at least 3 business days for all planned activities requiring downtime.		
17.5	<b>Monitoring and support:</b> Ensure real-time monitoring during the upgrade process.		
17.6	<b>Post-Upgrade validation:</b> Perform post-upgrade testing and validation to confirm full system functionality and		

#### STRUCTURED CABLING FOR SUPPLY CHAIN, CONTRACTS OFFICE AND ICT OFFICE

S/N	Minimum Requirement	Compliance Yes/No	Bidders Response – Detailed response with reference to support documents
<b>18.0</b>	<b>Horizontal Structured Cabling</b>		
18.1	<b>Cabling Works</b> The Bidder shall pull all the horizontal cabling to the data center for the supply chain office (30 Double face Plates) ICT Projects Office ( 28 Double face plates ) Contracts Office (24 Double Face Plates) and terminate them on the patch panel. Properly tested and labeled. The Bidder will use Panduit or Siemon cables with the related accessories eg the patch panels , RJ modules and faceplates.		
18.2	<b>Cable Management &amp; Testing:</b> Provide a pre-implementation testing workplan. Properly manage cables , Provide trunkings where possible to be included in the BQ for the work. Each data point will be tested to confirm that it has been properly terminated.		
18.3	It shall also comprise of creating routes for cable laying from the data Center . All electrical and data cabling shall be housed in trunking or Cable Basket and properly labelled. Bidders must ensure that disturbed surfaces are made good after completion of the works.  Internally, builders and civil works shall.		



18.4	Use of the above standards on Ethernet Cable LAN <b>CONNECTIVITY</b>		
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**Note: Bidders who fulfill all the requirements at this stage will advance to the final technical evaluation phase outlined below.**

B.) Technical Capacity & Technical Evaluation Qualification Criteria

Technical Factor No.	Technical Criteria	Requirements Description	EVALUATION YES/NO
TR1	General Experience	A bidder must have five (5) years' general experience offering ICT solution services prior to the applications submission deadline (Bidder to attach copies of contracts/LPOs)	
TR2	Specific Experience	The bidder MUST have successfully designed and installed/implemented at least three (3) data centers <b><u>EACH</u></b> with a value of <b>KES 50 (Fifty) million and above</b> within the last five (5) years. For each of the <b>three (3) sites</b> , attach the following: State client name, address, contact person and value of the contract MUST be KES 50 (Fifty) Million and above. <b>Active IT Enterprise Equipment i.e. servers, storage and Network will NOT be considered.</b>	
		Valid copies of Local Service Order/ Local Purchase/ Signed Contract Agreement.	
		Corresponding completion certificates and/or Corresponding recommendation letters from the client.	
	Proposed Methodology	<b>Project Organization and Management Sub-plan</b> including: - Management authorities responsibilities, and contacts - Task, time and resource bound schedules (in GANTT format)	
		<b>Implementation sub-plan</b> Detailed implementation plan and schedule	
		<b>Training Sub-plan</b> Outline training sub-plan detailing training objectives and learning outcomes.	
		<b>Migration plan</b> Migration and Integration of all KENGEN equipment and Links Implementation. Minimal downtime implementation.	

TR3		<p><b>Environmental &amp; Social Management Plan (ESMP) incorporating the detailed subplans below:</b></p> <ul style="list-style-type: none"> <li>- Health and safety management procedures and implementation</li> <li>- Health and safety tools</li> <li>- Waste management procedure, implementation and tools.</li> <li>- Labour management procedure, implementation, and potential labour risk mitigation</li> <li>- Stakeholder identification, engagement, management, and control procedure, and implementation.</li> <li>- Representation by local firm and experience of the local firm</li> </ul>	
TR4	Technical design diagram for the data center	<p>The bidder shall provide a technical design diagram for the proposed data centre. The diagram should be in full Color for clarity</p> <p>The diagram should depict the bidder's understanding of the data centre requirements. The diagram MUST have the following attributes:</p> <p>Indicate the data center walls, doors, windows and partitions for the equipment and utility room.</p> <p>Indicate the layouts and placements of server racks, UPSs, battery banks, air conditioners, power boards, fire suppression, etc. (All units should be in millimeters and clearly labelled)</p>	
TR5	Compliance with Technical Requirements  With reference to the highlighted Manufacturer Brochure/ Catalogue for the equipment	Builder's Work	
		Modular Data Center	
		UPS – Floor loads	
		Electrical Works	
		Environment Monitoring System	
		Fire suppression system	
		CCTV and Access Control	
		Lan Connectivity	
	Service continuity		
TR6	Relevant tools	<p>Relevant Transport, Equipment and Machinery Must demonstrate access to the following key minimum equipment (invoices, receipts, leased or hire agreement) necessary to undertake the work.</p> <ol style="list-style-type: none"> <li>7. Pick up/Van (Atleast 1No.)</li> <li>8. Station wagon (Atleast (1No.)</li> <li>9. Fluke Network Cable Analyzer or equivalent</li> <li>10. Fluke Multifunctional Tester or equivalent</li> <li>11. Cable Continuity Test Meter (Fluke meter or equivalent)</li> </ol>	
	Personnel Qualifications		MANDATORY YES/NO

7.	<p>Attach the Curriculum Vitae (CV) of seven (7) key staff, including verification documents, highlighting their professional qualifications and experience. The key staff should possess the following:</p> <p><b>7. Project Team leader:</b></p> <ul style="list-style-type: none"> <li>- Degree or higher in project management with at least 8 years' experience in similar works.</li> <li>- Be a holder of either <b>PMP or Prince II</b></li> </ul>	
8.	<p><b>8. Uptime Institute Certified Accredited Tier Designer</b></p> <ul style="list-style-type: none"> <li>- Degree in information Technology/Computer Technology</li> <li>- Have an Uptime Institute Certified Accredited Tier Designer (ATD) with at least 5 years' experience.</li> </ul>	
9.	<p><b>9. Electrical Engineer</b></p> <ul style="list-style-type: none"> <li>- Degree in Electrical Engineering, a Valid EPRA A1 license and with at least five (5) years' experience involvement in similar works.</li> </ul>	
10.	<p><b>10. Data Center Solutions Engineer</b></p> <ul style="list-style-type: none"> <li>- At least one certified engineer on Smart DC Solutions &amp; Implementations with a bachelor's degree in information technology, computer science or related field and 3-5 years' experience in implementations of data centers.</li> </ul>	
11.	<p><b>11. Data Center Facilities Engineer(s)</b></p> <ul style="list-style-type: none"> <li>- Two (2) installers with bachelors or diploma Electrical/Mechanical Engineering or related field</li> <li>- Experience as a specialist engineer/technician in the following: UPS, LV Boards, Cabling and air-conditioning systems.</li> </ul>	
12.	<p><b>12. Environmental Health and Safety Officer</b></p> <ul style="list-style-type: none"> <li>- Bachelor of Arts in Environmental Management or related disciplines, with a valid registration certificate of Environmental Practitioner (EIA &amp; Environmental Auditor) with the National Environment Management Authority (NEMA) and</li> <li>- At-least 2-3 years of work experience in planning, designing, and implementing of environmental-related interventions.</li> </ul> <p><i>N/B All technical staff provided MUST have as a minimum five years' post college experience in Data Center Installation industry.</i></p>	

Bidders who do not fulfill all the requirements at this stage will be considered non-responsive and will not be considered for further evaluation.

## BILL OF QUANTITIES

### SCHEDULE I KENGEN HQ INTERMEDIARY DATACENTER

Item	Description	Unit	Qty	Rate	Amount
1.00	<b>BUILDERS WORKS;</b>				
1.10	<b>DEMOLITIONS</b>				
a	Carefully remove existing 100mm thick gypsum walling and cart away as directed by the project manager.	m <sup>2</sup>	15	~	~
b	Carefully remove existing aluminum partitions set aside to be used later as directed by the project manager.	m <sup>2</sup>	122	~	~
c	Carefully decommission existing 300mm high raised floor system setting aside as directed.	m <sup>2</sup>	28	~	~
d	Carefully hack existing ceramic tiles and screed and cart away debris as directed by the PM.	m <sup>2</sup>	60	~	~
e	Skim off the existing plastic emulsion paint to existing walls and soffits to suspended slab and prepare surface to receive another wall finish, carting away debris.	m <sup>2</sup>	65	~	~
f	Remove carefully existing 900x2100mm high aluminum doors complete with frame and ironmongery and fixed to plastered and painted walls and cart away.	No.	2	~	~
g	Remove carefully existing 1800x2100mm high aluminum doors complete with frame and ironmongery and fixed to plastered and painted walls and cart away.	No.	2	~	~
h	Allow for temporary protection required during works including hoarding, barriers and warning signs as required by KenGen	Lot	1	~	~
1.20	<b>PARTITIONS</b>				
a	Supply and Install 9mm thick unpainted standard duty waterproof cement board cladding on structural steelwork frames of pre-galvanized material 89x41x0.75mm with wall insulation infills consisting of unfaced fiber glass wool with and including all necessary fixture accessories.	m <sup>2</sup>	136	~	~
b	Construct 200mm high upstand walling bedded and jointed in cement and sand 1:4 mortar including plaster and render finishing.	m <sup>2</sup>	2	~	~
c	Allow for making good, disturbed surfaces	Lot	1	~	~
d	Supply and installation of KNAF acoustic ceiling panels, complete with suspension systems and edge trims as per specifications	m <sup>2</sup>	60	~	~

e	Skim, Sand and apply 3 coats of first quality paint to data centre and power room walls and suspended slab soffits.	m <sup>2</sup>	397	~	~
f	Supply and fix, fixed aluminium viewing glass with 12mm clear anti-bandit (6+6) with rubber sealing on the edges to detail.	No.	1	~	~
g	Fabricate and install an enclosure for fire suppression cylinders using decommissioned aluminum framings, including a sliding door and all necessary accessories.	Lot	1	~	~
h	Allow for fabrication and installation of Outdoor Units support brackets.	No.	5	~	~
<b>1.30 FLOORING</b>					
a	Grind existing floor surface to the required anchor profile.	m <sup>2</sup>	60	~	~
b	Supply and fix Light Grey 3mm epoxy floor finish to prepared concrete floors as per manufacturers authorization.	m <sup>2</sup>	60	~	~
c	Supply and fix materials for coved skirting not exceeding 200mm and apply 2 coats of epoxy resin matching the colour of the floor finish.	Lm	62	~	~
<b>1.40 FIRE RATED DOORS</b>					
	The following in fire resistant security door sets comprising door leaf with mineral fiber or gypsum plaster board core lined with galvanized and primed and painted sheet metal facing 1.5mm thick both sides, hinge plate, hinges, 2.0mm thick galvanized, primed and painted corner covering frames, fireproofing strips, all to DIN 4102, DIN 52210, DIN 18095.				
a	90-minute single leaf door with clear opening 1200x2100 painted in white with vision panel, including all ironmongery accessories. For Data Centre and Power Room.	No.	2	~	
b	90 Minute Single leaf door Total leaf size 900 x 2100mm complete with intumescent seal, - Complete with Push Bar/ Panic Bar and other accessories for Fire Escape.	No.	1		
c	Cylindrical floor mounted door stop as Dorma Cat. No. DDS-SS-021 or any other equal and approved in matt stainless-steel finish.	No.	5	~	
<b>Subtotal</b>					
<b>Applicable Taxes</b>					
<b><i>TOTAL for Builders works (carried to Main Summary)</i></b>					
<b>CURRENCY</b>					

Item	Description	Unit	Qty	Rate	Amount
2.00	<b>MODULAR 4 RACK SYSTEM;</b>				
<b>a</b>	<b>Set of (2+3), integrated converged infrastructure solution with 2 x 12Kw Cooling units, 3 contained racks, and 1 Power Management Cabinet, including Rack Mount Fire Suppression System.</b>	Lot	1		
	<b><u>PMC</u></b> - 1 x PMC, 10kVA UPS (long backup) UPS 1+1 parallel, intelligent lock, MPS - 1 x RDU501,#1 CRV4 DX cables, max support 2+7(should add #2 CRAC upgrade kits)	Lot	1		
	<b><u>Cooling</u></b> - 2 x Indoor unit DX, 50/60Hz, intelligent lock, electrical reheat, with condenser pump,top piping, with CRAC HMI in rear door, wood package - 2 x Outdoor unit, -R3 50/60Hz,environment temperature : -15~45°C,wood package	Lot	1		
	<b><u>Rack</u></b> - 3 x 800 Width IT rack - 3 x 800*1400*2000,250Pcs CAT6 cables entry, intelligent lock, wood package	Lot	1		
	<b><u>Racks top Cable Trays</u></b> - 1 x 600mm width, for 600mm wide IT Rack & PMC - 3 x 800mm width, for 800mm wide IT Rack - 2 x 300mm width, for 300mm wide CRV4	Lot	1		
	<b><u>rPDU</u></b> rPDU, metered 32A, C13 x18+C19 x6, 5M length input cable	No	8		
	<b><u>Modem</u></b> 4G sms modem, power via USB,with mounting brackey,USB cable 500mm length	Lot	1		
	<b><u>Rack Mount Fire Suppression System</u></b> - 2 x Kit, Fire Detection and Suppression System, 19 Inch Rack Mount, with 3 Ltrs, Novec Cylinder. - 2 x Kit, Fire Detection and Suppression System, 19 Inch Rack Mount, with 1.5 Ltrs, Novec Cylinder	Lot	1		
<b>b</b>	7kW cooling unit EC Fan, Without heater/humidifier- for server room	No.	1		

c	Allow sum for refrigeration copper piping from the modular cabinets to the outdoor unit's approx. length 50 meters. Copper Pipes: Gas Line Liquid Line: Copper elbows, brazing rods, Nitrogen Gas, Armour flex, & accessories etc.	Lot	1		
d	Any other items necessary to complete the above installation as per the system manufacturers recommendation. List of items as below, price and include in your totals a) R410 gas for Items above b) Drainage pressure pipes and all necessary accessories c) Accessories (Cable ties, Conta, Tangit)	Lot	1		
e	Allow for training for a maximum of 5 KENGEN staff members on the modular data center	Lot	1		
<b>Subtotal for Modular 4 rack system</b>					
<b>16% VAT</b>					
<b>Any other Applicable Taxes</b>					
<b>TOTAL for Modular Rack System (carried to Main Summary)</b>					
<b>CURRENCY</b>					
Item	Description	Unit	Qty	Rate	Amount
3.0	40kVA - Floor Loads UPS				
A.1	40kVA_STANDARD UPS	No.	2		
A.2	Power Terminal & connection cables kit for external battery	No	2		
A.3	IS-UNITY-DP CARD	No	2		
A.4	IS-RELAY CARD	No	2		
3.20	<b>BATTERIES</b>				
A.5	160A 3-poles BCB Box	No	2		
A.6	12V VRLA Battery Block with 30 Min BACK-UP PF1	Lot	1		
A.7	Battery temperature compensation kit	No	2		
A.8	Battery Stand	No	2		



<b>3.30</b>	<b>COOLING</b>				
A.10	Take possession of the 11kW SRC units and install in the UPS Room as directed by the project manager; install, test and commission.	No	2		
A.11	Allow sum for refrigeration pipes, refrigeration gases and any other items necessary to complete the above installation as per the system manufacturers recommendation	Lot	1		
A.12	Associated additional cabling to complete installation for the SRC units complete with all necessary accessories.	Lot	1		
<i>Subtotal</i>					
<i>16% VAT</i>					
<i>Any other Applicable Taxes</i>					
<i>TOTAL for Floor Load UPS</i>					
<b>CURRENCY</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>4.00</b>	<b>ELECTRICAL WORKS</b>				
<b>4.10</b>	<b>LIGHTING (UPS room, Workstation &amp; Board room)</b>				
	Supply,instal,test and commission in accordance to BS7671:2001,BS 7430:1998, BS 5467&6724,the following as described below and:				
a	<b>Light Points:</b> Lighting points wired in 1.5 sq.mm pvc sc copper cables drawn in 25mm dia. PVC conduits.	No.	15		
	<b>The Following light fittings complete with gear, attachment and lamps as marked on drawings and described in the schedule of light fittings</b>				
b	SURFACE MOUNTED LED PANEL 600x600, 36W,4000K,4320 lm	No.	15		
<b>4.20</b>	<b>POWER OUTLETS</b>				
a	<b>Twin Power Socket Points:</b> Wiring of socket outlet points with PVC insulated copper conductor single core of size 3x2.5 sq.mm and in trunking.	No.	10		
b	Radial circuit power point for DP power points, wired in 3x2.5 mm2 PVC insulated copper cable trunking.	LM	30		
	<b>The Following in recessed patress box</b>				
c	13A twin switched socket-outlet as raw power supply.	No.	10		

4.30	<b>LIGHTING (Server room)</b>				
	<b>Supply, install, test and commission in accordance to BS7671:2001,BS 7430:1998, BS 5467&amp;6724,the following as described below and:</b>				
a	<b>Light Points:</b> Lighting points wired in 1.5 sq.mm pvc sc copper cables drawn in 25mm dia. PVC conduits.	No.	4		
b	<b>Emergency Light Points:</b> Lighting points wired in 1.5 sq.mm pvc sc copper cables drawn in 20mm dia. PVC conduits.	No.	2		
	<b>The Following light fittings complete with gear, attachment and lamps as marked on drawings and described in the schedule of light fittings</b>				
c	SURFACE MOUNTED LED PANEL 600x600, 36W,4000K,4320 lm	No.	4		
d	SURFACE MOUNTED LED PANEL 600x600, 36W,4000K,4320 LM complete with e-kit	No.	2		
e	Occupancy sensor: 800W,240V,60HZ,IP20	No.	4		
	<b>The Following in recessed patress box</b>				
f	2 gang 2-way switch	No.	2		
g	1 gang 1 way switch	No.	4		
4.40	<b>POWER OUTLETS</b>				
a	<b>Twin Power Socket Points:</b> Wiring of socket outlet points with PVC insulated copper conductor single core of size 3x2.5 sq.mm and in trunking.	No.	1		
b	Radial circuit power point for DP power points, wired in 3x2.5 mm2 PVC insulated copper cable trunking.	LM	30		
	<b>The Following in recessed patress box</b>				
c	13A twin switched socket-outlet as raw power supply.	No.	2		
4.50	<b>POWER DISTRIBUTION CABLING, CABLE CONTAINMENT AND BOARDS</b>				
	<b>Cables</b>				
a	4 core 25mm <sup>2</sup> insulated Flexible copper cable + 10 mm <sup>2</sup> PVC insulated single core copper cable From MCCB to UPS complete with all the necessary accessories	LM	15		
b	4 core 25mm <sup>2</sup> insulated Flexible copper cable + 10 mm <sup>2</sup> PVC insulated single core copper cable from UPS to	LM	25		

	Parallel Tie Cabinet and from Parallel Tie Cabinet UPS output board/bypass				
c	4 core 25mm <sup>2</sup> insulated Flexible copper cable + 10 mm <sup>2</sup> PVC insulated single core copper cable from UPS output board to existing floor loads DB	LM	10		
d	3 x 16mm <sup>2</sup> single core welding cable + 10 mm <sup>2</sup> single core earth welding cable from batteries to UPS	LM	20		
e	4 core 16mm <sup>2</sup> insulated Flexible copper cable + 10 mm <sup>2</sup> PVC insulated single core copper cable complete with all the necessary accessories from UPS Board 1 & 2 to smart row DB, and from smart row DB to Utility DB 1 & 2	LM	5		
f	3 core x 2.5 sq mm pvc flexible copper cable from the inrow cooling units to the outdoor units.	LM	100		
g	4 core x 10 sq mm PVC insulated Flexible copper cable + 4 mm <sup>2</sup> PVC insulated single core copper earth cable from the DC raw power board to the DB	LM	5		
h	5 core x 2.5 sq mm pvc flexible copper cable to SRC units.	LM	20		
i	300mm x 50mm powder coated cable tray inclusive of hanging brackets, tee pieces, bends, off-sets etc for cooling units copper pipes .	LM	100		
j	100mm x 50mm galvanized cable basket inclusive of splices hanging brackets, tee pieces, bends, off-sets etc for rack power supply cables.	LM	20		
	Accessories for above cable trays	Lot	1		
m	125A Parallel Tie Cabinet with: -2x 125A MCCB incomer from UPS output -1x 125A MCCB outgoer to Manual bypass Switch(existing)	No	1		
n	UPS change over switch consisting of: 125A 4P manual change over switch ,	No	1		
o	4-way 125A TPN distribution board complete with 100A TP integral isolator and lockable cover and all accessories c/w (Lights & sockets DB)  b)Outgoing Breakers i) 3 No 10A mcb for, sockets & light	No	1		
p	Modification of the existing Data center DB to include additional 3 no 80 TPN MCCB and 10A 3P MCB for SRC units,MCBs for lights automation DB & Sockets	Lot	1		
<b>4.60</b>	<b>EARTHING AND BONDING</b>				

a	6-way 705mm 30x5mm copper earth bar complete with insulators.	No	1		
b	6 sq mm single core pvc insulated coper cable	LM	100		
<i>Subtotal</i>					
<i>16% VAT</i>					
<i>Any other Applicable Taxes</i>					
<i>TOTAL For the Electrical Works (Carried to Summary)</i>					
CURRENCY					
Item	Description	Unit	Qty	Rate	Amount
5.00	<b>FIRE SUPPRESSION &amp; DETECTION SYTSTEM</b>				
5.10	<b>ASSOCIATED INSTALLATION WORKS</b>				
a	Allow for PC Sum to coordination with the current fire suppression service provider to optimize the existing fire suppression system to fit the proposed design.	No.	1		
<i>Subtotal for Fire Suppression &amp; Detection System</i>					
<i>16% VAT</i>					
<i>Any other Applicable Taxes</i>					
<i>TOTAL (Carried to Summary)</i>					
CURRENCY					
Item	Description	Unit	Qty	Rate	Amount
6.00	<b>RACKS CONNECTIVITY</b>				
a	Cat 6A 28AWG UTP Patch Cord, CM/LSZH, White, 1 meter as Panduit or approved equivalent	No	24		
b	Cat 6A 28AWG UTP Patch Cord, CM/LSZH, White, 2 meter as Panduit or approved equivalent	No	24		
c	Modular Patch Panel, Flat, 24 Port, 1 RU	No	2		
d	Angular Patch Panel, Front Access, Angled, 24-Port, Black, Labels	No	1		
e	Strain Relief Bar, Extended 2"	No	3		
f	Category 6A Punchdown Module, BL	No	96		

g	Front Only Cover, ABS, 1RU, Black Horizontal Cable Manager as Panduit or approved equivalent	No	2		
h	Copper Cable, Cat 6A, 4-Pair, 26 AWG, U/UTP, LSZH (IEC60332-1), EuroClass Dca-s2,d2,a1, White, 305M as Panduit or approved equivalent	No	1		
i	LC-LC OM4 Fiber Patchcords from Network rack to Servers racks- 5M	No	6		
j	Tool-less Blanking Panel, 1RU, Black	No.	60		
k	Accessories ( Cable ties, Lables, Screws, etc )	Lot	1		
<b>Subtotal</b>					
<b>16% VAT</b>					
<b>Any other Applicable Taxes</b>					
<b>TOTAL for Racks Connectivity (To be carried To Summary)</b>					
<b>CURRENCY</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>7.00</b>	<b>PROJECT MANAGEMENT</b>				
<b>7.10</b>	<b>INSTALLATION, TESTING &amp; DOCUMENTATION</b>				
a	Carefully migrate the current server racks to a room that will be identified by KENGEN project manager and re migrate back once works are complete and commissioned.	Lot	1		
b	Allow for Comprehensive testing and commissioning of the UPS Equipment and Battery Installations as per Manufacturer approved Methodology	Lot	1		
c	Allow for Comprehensive testing and commissioning of the Air-conditioning Installations as per Manufacturer approved Methodology	Lot	1		
d	Allow for Comprehensive testing and commissioning of the LAN Connectivity Installations as per Manufacturer approved Methodology	Lot	1		
E	Allow for Comprehensive testing and commissioning of the Fire detection and Suppression Installations as per Manufacturer approved Methodology	Lot	1		
F	Allow for Installation of all Works	Lot	1		
g	Allow for Documentation & HSE requirements	Lot	1		
<b>Subtotal for Project management carried to Summary page</b>					
<b>16% VAT</b>					

<i>Any other Applicable Taxes</i>		
<i>TOTAL (carried to Summary page)</i>		
<b>CURRENCY</b>		

Item	Description	Unit	Qty	Rate	Amount
<b>8.0</b>	<b>STRUCTURED CABLING FOR SUPPLY CHAIN, CONTRACTS OFFICE AND ICT OFFICE</b>				
<b>8.10</b>	<b>Materials and Associated Installation Works</b>				
a	Structured Cabling of the Right-Hand Wing, Cable pulling and termination at the Data Center, Provision of data ports, cutting ,drilling and all associated works .	No.	1		
b	All the associated materials UTP Cat 6 Cable 80 Double, 4 – 24 Port Patch Panel faceplates (panduit) 160 Network modules for the face Plates)	LOT			
c	Supply of Professional E-draw Software license (Lifeplan Plan – EdrawMax, Edraw Proj and Edraw Mind for both IOS and Windows	1	1		
<i>Subtotal for Fire Suppression &amp; Detection System</i>					
<i>16% VAT</i>					
<i>Any other Applicable Taxes</i>					
<i>TOTAL (Carried to Summary)</i>					
<b>CURRENCY</b>					

**SUMMARY PAGE SCHEDULE I: KENGEN HQ INTERMEDIARY DATA CENTER**

S/No	ITEM	Amount
1	Builders Works Subtotal	
2	Subtotal for Modular System	
3	Subtotal for Floor Load UPS	
4	Subtotal for Floor Electrical Works	
5	Subtotal for Floor Fire Suppression & Detection System	
6	Subtotal for racks connectivity	
7	Subtotal for Floor Project Management	
8	Subtotal for Structured cabling for Supply Chain, Contracts Office and ICT Office	
<b>CURRENCY</b>		
#	<b>TOTAL COST (TO BE TRANSFERRED TO THE MAIN SUMMARY PAGE</b>	

**TENDER'S NAME:** \_\_\_\_\_

**TENDERER'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMPANY'S RUBBER STAMP:** \_\_\_\_\_

**SCHEDULE II: TANA POWER STATION DATA CENTER**

Item	Description	Unit	Qty	Rate	Amount
<b>1.00</b>	<b>BUILDERS WORKS;</b>				
<b>1.10</b>	<b>DEMOLITIONS</b>				
a	Allow for temporary protection required during works including hoarding, barriers and warning signs as required by KenGen	Lot	1		
<b>1.20</b>	<b>PARTITIONS</b>				
a	Supply and Install Internal powder coated aluminum partitions comprising of toughened glass including all necessary accessories	m <sup>2</sup>	16		
b	Supply and Install powder coated aluminum sliding door including locks, guide rail, handle and other associated accessories	No.	1		
c	Allow for making good disturbed surfaces	Lot	1		
d	Supply and installation of KNAF acoustic ceiling panels, complete with suspension systems and edge trims as per specifications	m <sup>2</sup>	40		
e	Skim, Sand and apply 3 coats of first quality paint to data centre and power room walls and suspended slab soffits.	m <sup>2</sup>	138		
h	Allow for fabrication and installation of Outdoor Units support brackets.	No.	5		
<b>1.30</b>	<b>FLOORING</b>				
b	Anti-static Bergvik or equal and approved fireproof dynamic Iso raised access floor system comprising 600 x 600mm gravity laid high density laminated chipboard panels fully bonded and encapsulated with and including casing of corrosion-resistant galvanised steel, complete with steel grid rail substructure consisting of tubular beam sections and pedastal supports, air grilles, seismic bracing, electrostatic grounding and any other necessary accessories (Minimum Rating: 10 kN/m <sup>2</sup> uniformly distributed load and 5 kN point load)	m <sup>2</sup>	40		
	Allow sum for floor installation accessories	Lot	1		



c	Black PVC Flexible Rubber Skirting - 100mm high including all associated installation accessories.	Lm	37		
d	Allow for making good existing epoxy flooring.	m <sup>2</sup>	40		
<b>1.40</b>	<b>FIRE RATED DOORS</b>				
	The following in fire resistant security door sets comprising door leaf with mineral fiber or gypsum plaster board core lined with galvanised and primed and painted sheet metal facing 1.5mm thick both sides, hinge plate, hinges, 2.0mm thick galvanised, primed and painted corner covering frames, fireproofing strips, all to DIN 4102, DIN 52210, DIN 18095.				
a	90-minute single leaf door with clear opening 1200x2100 painted in white with vision panel, including all ironmongery accessories. For Data Centre.	No.	1		
<i>Subtotal for Builders works</i>					
<i>16% VAT</i>					
<i>Any other Applicable Taxes</i>					
<i>TOTAL (Carried to Summary)</i>					
<i>CURRENCY</i>					
Item	Description	Unit	Qty	Rate	Amount
2.00	4 RACK MODULAR SYSTEM;				
a	<b>Set of (2+3), integrated converged infrastructure solution with 2 x 12Kw Cooling units, 3 contained racks, and 1 Power Management Cabinet , including Rack Mount Fire Suppression System.</b>	Lot	1		
	<b>PMC</b> - 1 x PMC, 10kVA UPS(long backup)UPS 1+1 parallel, intelligent lock, MPS - 1 x RDU501,#1 CRV4 DX cables, ax support 2+7(should add #2 CRAC upgrade kits)	Lot	1		
	<b>Cooling</b> - 2 x Indoor unit DX, 50/60Hz, intelligent lock, electrical reheat, with condenser pump, top piping, with CRAC HMI in rear door, wood package	Lot	1		

	- 2 x Outdoor unit, -R3 50/60Hz,environment temperature : -15~45°C,wood package				
	<b><u>Rack</u></b> - 3 x 800 Width IT rack - 3 x 800*1400*2000,250Pcs CAT6 cables entry, intelligent lock, wood package	Lot	1		
	<b><u>Racks top Cable Trays</u></b> - 1 x 600mm width, for 600mm wide IT Rack & PMC - 3 x 800mm width, for 800mm wide IT Rack - 2 x 300mm width, for 300mm wide CRV4	Lot	1		
	<b><u>rPDU</u></b> -rPDU, metered 32A,C13 x18+C19 x6, 5M length input cable	No	8		
	<b><u>Modem</u></b> -4G sms modem, power via USB,with mounting bracket ,USB cable 500mm length	Lot	1		
	<b><u>Rack Mount Fire Suppression System</u></b> - 2 x Kit, Fire Detection and Suppression System, 19 Inch Rack Mount, with 3 Ltrs, Novec Cylinder. - 2 x Kit, Fire Detection and Suppression System, 19 Inch Rack Mount, with 1.5 Ltrs, Novec Cylinder	Lot	1		
b	Battery system 12V for 30 mins autonomy at 100% load.	Lot	1		
c	Battery Rack with associated accessories	No.	2		
d	Battery temperature compensation kit	No.	2		
e	160A 3-poles BCB Box	No.	2		
f	Power Terminal & connection cables kit for external battery	No.	2		
g	7kW cooling unit-EC Fan, Without heater/humidifier- for server room	No.	3		
h	Allow sum for refrigeration copper piping from the modular cabinets to the outdoor unit's approx. length 15 meters. Copper Pipes: Gas Line Liquid Line: Copper elbows, brazing rods, Nitrogen Gas, Armour flex, & accessories etc.	Lot	1		

i	Any other items necessary to complete the above installation as per the system manufacturers recommendation. List of items as below, price and include in your totals a) R410 gas for Items above b) Drainage pressure pipes and all necessary accessories c)Accessories (Cable ties, Conta, Tangit)	Lot	1		
j	Allow for training for a maximum of 5 KENGEN staff members on the modular data center	Lot	1		
<i>Sub total modular system</i>					
<i>16% VAT</i>					
<i>Any other Applicable Taxes</i>					
<i>TOTAL (Carried to Summary)</i>					
<i>CURRENCY</i>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>3.00</b>	<b>ELECTRICAL WORKS</b>				
<b>3.10</b>	<b>LIGHTING (GENERATOR ROOM)</b>				
	Supply,install,test and commission in accordance to BS7671:2001,BS 7430:1998, BS 5467&6724,the following as described below and:				
a	<b>Light Points:</b> Lighting points wired in 1.5 sq.mm pvc sc copper cables drawn in 25mm dia. PVC conduits.	No.	3		
	<b>The Following light fittings complete with gear, attachment and lamps as marked on drawings and described in the schedule of light fittings</b>				
b	SURFACE MOUNTED LED PANEL 600x600, 36W,4000K,4320 lm	No.	3		
<b>3.20</b>	<b>POWER OUTLETS</b>				
a	<b>Twin Power Socket Points:</b> Wiring of socket outlet points with PVC insulated copper conductor single core of size 3x2.5 sq.mm and in trunking.	No.	1		
b	Radial circuit power point for DP power points, wired in 3x2.5 mm2 PVC insulated copper cable trunking.	LM	1		

	<b>The Following in recessed pattress box</b>				
c	13A twin switched socket-outlet as raw power supply.	No.	1		
<b>3.30</b>	<b>LIGHTING (Server room)</b>				
	<b>Supply, install, test and commission in accordance to BS7671:2001,BS 7430:1998, BS 5467&amp;6724,the following as described below and:</b>				
a	<b>Light Points:</b> Lighting points wired in 1.5 sq.mm pvc sc copper cables drawn in 25mm dia. PVC conduits.	No.	8		
b	<b>Emergency Light Points:</b> Lighting points wired in 1.5 sq.mm pvc sc copper cables drawn in 20mm dia. PVC conduits.	No.	4		
	<b>The Following light fittings complete with gear, attachment and lamps as marked on drawings and described in the schedule of light fittings</b>				
c	SURFACE MOUNTED LED PANEL 600x600, 36W,4000K,4320 lm	No.	4		
d	SURFACE MOUNTED LED PANEL 600x600, 36W,4000K,4320 LM complete with e-kit	No.	4		
e	Occupancy sensor: 800W,240V,60HZ,IP20	No.	3		
	<b>The Following in recessed pattress box</b>				
f	2 gang 2 way switch	No.	2		
g	1 gang 1 way switch	No.	1		
<b>3.40</b>	<b>POWER OUTLETS</b>				
a	<b>Twin Power Socket Points:</b> Wiring of socket outlet points with PVC insulated copper conductor single core of size 3x2.5 sq.mm and in trunking.	No.	4		
b	Radial circuit power point for DP power points, wired in 3x2.5 mm <sup>2</sup> PVC insulated copper cable trunking.	LM	30		
	<b>The Following in recessed pattress box</b>				
c	13A twin switched socket-outlet as raw power supply.	No.	4		
<b>3.50</b>	<b>POWER DISTRIBUTION CABLING, CABLE CONTAINMENT AND BOARDS</b>				
	<b>Cables</b>				

a	4 core 35mm <sup>2</sup> pvc insulated armoured copper cable + 16 mm <sup>2</sup> PVC insulated single core copper cable from Generator to ATS	LM	20		
b	4 core 35mm <sup>2</sup> pvc insulated armoured copper cable + 16 mm <sup>2</sup> PVC insulated single core copper cable from ATS to load	LM	85		
c	4 core 35mm <sup>2</sup> pvc insulated armoured copper cable + 16 mm <sup>2</sup> PVC insulated single core copper cable from Mains Supply to AVR	LM	85		
d	4 core 35mm <sup>2</sup> pvc insulated armoured copper cable + 16 mm <sup>2</sup> PVC insulated single core copper cable from AVR to ATS	LM	10		
e	4 core 25mm <sup>2</sup> insulated Flexible copper cable + 16 mm <sup>2</sup> PVC insulated single core copper cable complete with all the necessary accessories from raw power board to PMC utility board	LM	10		
f	3 core x 2.5 sq mm pvc flexible copper cable from the inrow cooling units to the outdoor units.	LM	100		
g	4 core x 10 sq mm PVC insulated Flexible copper cable + 4 mm <sup>2</sup> PVC insulated single core copper earth cable from the DC raw power board to the lighting Automation DB	LM	20		
h	5 core x 2.5 sq mm pvc flexible copper cable to SRC units.	LM	20		
i	300mm x 50mm powder coated cable tray inclusive of hanging brackets, tee pieces, bends, off-sets etc for power supply cables & copper pipes	LM	150		
	Mounting accessories for the above cable trays	Lot	1		
j	100mm x 50mm galvanized cable basket inclusive of splices hanging brackets, tee pieces, bends, off-sets etc for rack power supply cables.	LM	20		
	Mounting accessories for the above cable baskets	Lot	1		
	Accessories for above cable trays	Lot	1		
k	Supply, install, test and commission a Free-standing Powder Coated purpose made front access lockable LV switchboard with 150A TP+N+E main Bars manufactured in 12SWG galvanised mild steel sheet and finished in cream powder coating (or appropriate colour) as shown on the schematic (the othe details as per Particular Specification) with the following details: - a) Incoming i) 1No. Incomer 100A TPN MCCB with current	No	1		

	<p>adjustable 0.5I- 1.0I and shunt trip mains incomer</p> <p>iii) Power &amp; Energy meter (Volts, current, PF,Watts, VA, VAR, WH)</p> <p>iv) 3No. Phase indicating lights</p> <p>b) Outgoing</p> <p>i) 1No. 125A TPN MCCBs to utility board</p> <p>ii) 3No 10A TPN to SRC units</p> <p>iii) 2 No 10A 2P MCB for lights</p> <p>iv) 20A sP MCB for sockets</p> <p>v) 20A SP MCB for fire suppression system</p> <p>vi) Space for 2No. TP MCCBs</p> <p>c) A suitably rated 415V three-phase surge diverter as Furse ESP 415, fully wired.</p> <p>d) Carry out comprehensive labelling of all the bus bars, circuit breakers etc. above, indicating the areas served, outgoing cable sizes etc.</p>				
<b>3.60</b>	<b>AVR</b>				
a	60kVA automatic voltage regulator as described in particular specifications and as Bellotti or approved equivalent	No	1		
b	Kit Full Protection: *Monitoring Relay (under/over voltage / missing- phase/ phase failure with cut-off) **Overcurrent protection on the Output (Current Relay + contactor cut-off) Manual Reset ASSEMBLED IN THE SAME BOX	No	1		
c	AVR Bypass Switch	No	1		
<b>3.70</b>	<b>EARTHING AND BONDING</b>				
a	6-way 705mm 30x5mm copper earth bar complete with insulators.	No	1		
b	6 sq mm single core pvc insulated coper cable	LM	100		
<b><i>Subtotal for Electrical Works</i></b>					
<b><i>16% VAT</i></b>					
<b><i>Any other Applicable Taxes</i></b>					
<b><i>TOTAL (Carried to Summary)</i></b>					
<b><i>CURRENCY</i></b>					

Item	Description	Unit	Qty	Rate	Amount
<b>4.00</b>	<b>Generator</b>				
a	60KVA prime rated diesel generator; 1500RPM as Atlas Copco QES 60 or approved equivalent	No.	1		
b	125A Automatic transfer switch	Lot	1		
c	Allow for preparation and making good the designated space to accommodate the installation of the proposed Genset.	Lot	1		
d	Supply & Install Earthing Matt for GEN complete with a copper lattice matt measuring 1000mm X 1000mm constructed with copper tapes measuring 25mm X 3mm (total length of each matt will be 15M).	No.	1		
e	Supply and install Complete Set of Copper Rod (5/8"X4'), Gunmetal Base & Brass Nut	No.	1		
f	Connect the generator to the Earth potential Bar with 25mm sq SC CU cable c/w appropriate cable lugs, cable lugs & any other accessories required.	No.	1		
g	Earth Chamber / Pit measuring 300mm x 300mm for visual inspection and recording of readings.	No.	1		
h	Accessories and any other requirements as per the site requirement. To Complete the works successfully	Lot	1		
<b><i>Subtotal for Power Back Up System</i></b>					
<b><i>16% VAT</i></b>					
<b><i>Any other Applicable Taxes</i></b>					
<b><i>TOTAL (Carried to Summary)</i></b>					
<b><i>CURRENCY</i></b>					
Item	Description	Unit	Qty	Rate	Amount
<b>5.00</b>	<b>FIRE SUPPRESSION &amp; DETECTION SYTSTEM</b>				
<b>5.10</b>	<b>SUPPRESSION</b>				
a	1 Container 30 litre 25b TPED int. solenoid inc brkt	No.	1		

b	Press.Gauge/Switch 50mm25b 22.5b fall, NO lowP -Eu	No.	1		
c	Discharge pressure switch - 2b rising inc. Hose	No.	1		
d	HFC-227ea reclaimed to EN15004-5 Specification	Kg.	26		
e	NF26020 Solenoid Actuator	No.	1		
f	NF26030 Pneumatic / Manual Actuator	No.	1		
g	Sign - Manual Release HFC-227 - Foamex	No.	1		
h	NF2349550N NPT 49mm discharge hose	No.	1		
i	560mm Pilot hose	No.	1		
j	49mm Discharge Outlet Adaptor DN50 FM	No.	1		
k	BSP Nozzle 15mm 360 Drilled Brass	No.	1		
l	BSP Nozzle 25mm 360 Drilled Brass	No.	1		
m	Single Row Cyl Strap	No.	1		
n	Sign - Caution HFC-227 - Foamex	No.	1		
o	Label Fill HFC227 - Recycled	No.	1		
p	Mechanical Vent	No.	1		
<b>5.20</b>	<b>DETECTION</b>				
a	Convectional extinguishant fire alarm control panel c/w standby battery and charger and the necessary modules, relays.	No.	1		
b	Optical smoke detectors	No.	6		
c	Abort switch c/w surface mount back boxes	No.	1		
d	Maintenance switch	No.	1		
e	First stage alarm sounder/strobe	No.	1		
f	Second stage discharge release bell	No.	1		
g	Name plates and warning signs	No.	1		
<b>5.30</b>	<b>ASSOCIATED INSTALLATION ACCESSORIES</b>				
a	Seamless steel pipe schedule 40 dispatch pipe work, pipework fittings and accessories, pipe work anchorage and hangers, installation accessories and	No.	1		



	miscellaneous materials/services to ensure all the necessary requirements including painting the system pipework signal red, testing and commissioning.				
b	Electrical fittings	No.	1		
<b><i>Subtotal for Fire Suppression &amp; Detection System</i></b>					
<b><i>16% VAT</i></b>					
<b><i>Any other Applicable Taxes</i></b>					
<b><i>TOTAL (Carried to Summary)</i></b>					
<b><i>CURRENCY</i></b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>6.00</b>	<b>ENVIROMENT MONITORING SYSTEM;</b>				
<b>6.10</b>	<b>EMS Controller</b>				
a	Large Enterprise Environment Monitoring System,AC Power. Monitor and manage server room environmental and security conditions over IP. Providing early warnings before critical events turn into disaster.	No.	1		
b	Temperature/Humidity/Dew Point Sensor	No.	4		
c	Spot Liquid Detector, Point Leak Detection Sensor	No.	3		
d	Low-Cost Smoke Detection Sensor/ CE Approved	No.	3		
e	Door Contact Sensor	No.	1		
f	USB 4G Modem	No.	1		
g	Piezo Siren, 108db	No.	1		
h	Alarm Beacon - Large; 3.94x3.46in (100x88mm)	No.	1		
j	3-Phase AC Power Monitor	No.	1		
k	AC Current Transformers, Hinged Split-Core, 500Amps, 0.94 in Loop Diameter	No.	3		
l	3 Phase Failure and Sequence Relay for generator and KPLC monitoring	No.	2		
m	10 A Miniature Circuit Breaker	No.	6		
n	8 core Alarm Cable	No.	2		

o	CAT 6 U/UTP cabling	No.	1		
p	Accessories (Cable ties, Lables, Screws, etc )	Lot	1		
<b><i>Subtotal for EMS</i></b>					
<b><i>16% VAT</i></b>					
<b><i>Any other Applicable Taxes</i></b>					
<b><i>TOTAL (Carried to Summary)</i></b>					
<b><i>CURRENCY</i></b>					
Item	Description	Unit	Qty	Rate	Amount
<b>7.00</b>	<b>SECURITY SYSTEM</b>				
<b>7.10</b>	<b>ACCESS CONTROL</b>				
a	Fingerprint reader/controller, HID Prox, Dual RFID	No.	1		
b	Plastic Slim Touchless REX Switch, UK Gang Size - "EXIT" Label	No.	1		
d	System Override Key (In event of System Stalling)	No.	1		
e	Emergency Break Glass	No.	1		
f	Secure Module compact secure single door I/O module	No.	1		
g	540 kg Electromagnetic Locks	No.	1		
h	L&Z Bracket for item g above	No.	1		
i	Signal cables, Power Cables	Lot	1		
j	Accessories (Cable ties, Lables, Screws, etc )	Lot	1		
<b>7.20</b>	<b>CCTV</b>				
a	4MP Dome IP camera	No.	4		
b	8 Channel NVR with Embedded switches	No.	1		
c	CAT 6A UTP cable for CCTV	No.	1		
d	Accessories ( Cable ties, Lables, Screws, etc )	Lot	1		
e	allow for routing for both Access Control & CCTV	Lot	1		
<b><i>Subtotal for Security System</i></b>					
<b><i>16% VAT</i></b>					

<i>Any other Applicable Taxes</i>					
<i>TOTAL (Carried to Summary)</i>					
<i>CURRENCY</i>					
Item	Description	Unit	Qty	Rate	Amount
<b>8.00</b>	<b>RACKS CONNECTIVITY</b>				
a	Cat 6A 28AWG UTP Patch Cord, CM/LSZH, White, 1 meter as Panduit or approved equivalent	No	24		
b	Cat 6A 28AWG UTP Patch Cord, CM/LSZH, White, 2 meter as Panduit or approved equivalent	No	24		
c	Modular Patch Panel, Flat, 24 Port, 1 RU	No	2		
d	Angular Patch Panel, Front Access, Angled, 24-Port, Black, Labels	No	1		
e	Strain Relief Bar, Extended 2"	No	3		
f	Category 6APunchdown Module	No	96		
g	Front Only Cover, ABS, 1RU, Black Horizontal Cable Manager as Panduit or approved equivalent	No	2		
h	Copper Cable, Cat 6A, 4-Pair, 26 AWG, U/UTP, LSZH (IEC60332-1), EuroClass Dca-s2,d2,a1, White, 305M as Panduit or approved equivalent	No	1		
i	LC-LC OM4 Fiber Patchcords from Network rack to Servers racks- 5M	No	6		
j	Tool-less Blanking Panel, 1RU, Black	No.	60		
k	Accessories ( Cable ties, Lables, Screws, etc )	Lot	1		
l					
<i>Subtotal for Racks &amp; Connectivity</i>					
<i>16% VAT</i>					
<i>Any other Applicable Taxes</i>					
<i>TOTAL (Carried to Summary)</i>					
<i>CURRENCY</i>					

Item	Description	Unit	Qty	Rate	Amount
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9.00	<b>PROJECT MANAGEMENT</b>				
9.10	<b>INSTALLATION, TESTING &amp; DOCUMENTATION</b>				
a	Allow for Comprehensive testing and commissioning of the UPS Equipment and Battery Installations as per Manufacturer approved Methodology	Lot	1		
b	Allow for Comprehensive testing and commissioning of the Air-conditioning Installations as per Manufacturer approved Methodology	Lot	1		
c	Allow for Comprehensive testing and commissioning of the AVR Installations as per Manufacturer approved Methodology	Lot	1		
d	Allow for Comprehensive testing and commissioning of the Generator Installations as per Manufacturer approved Methodology	Lot	1		
e	Allow for Comprehensive testing and commissioning of the EMS, Access Control CCTV and LAN Connectivity Installations as per Manufacturer approved Methodology	Lot	1		
f	Allow for Comprehensive testing and commissioning of the Fire detection and Suppression Installations as per Manufacturer approved Methodology	Lot	1		
g	Allow for Installation of all Works	Lot	1		
h	Allow for Documentation & HSE requirements	Lot	1		
<b><i>Subtotal for Project management</i></b>					<b>Ksh</b>
<b><i>16% VAT</i></b>					
<b><i>Any other Applicable Taxes</i></b>					
<b><i>TOTAL (Carried to Summary)</i></b>					
<b><i>CURRENCY</i></b>					

**SUMMARY PAGE SCHEDULE II: KENGEN HQ INTERMEDIARY DATA CENTER**

<b>Item</b>	<b>ITEM</b>	<b>Amount</b>	
1	Subtotal for Builders Works		
2	Subtotal for Modular System		
3	Subtotal for Electrical Works		
4	Subtotal for Generator System		
5	Subtotal for Fire Suppression & Detection System		
6	Subtotal for Environment Monitoring System		
7	Subtotal for racks connectivity		
8	Subtotal for Security System carried to Main		
9	Subtotal for Project Management carried to Main		
	<b>TOTAL COST (TO BE TRANSFERRED TO THE MAIN SUMMARY PAGE</b>		
	<b>CURRENCY</b>		

**SUMMARY COSTS FOR THE ENTIRE PROJECT**

<b>MAIN SUMMARY PAGE</b>		
<b>NO.</b>	<b>SCHEDULES</b>	<b>AMOUNT</b>
1	SCHEDULE I TOTAL	
2	SCHEDULE II TOTAL	
3	GRAND TOTAL COST (TO BE TRANSFERRED TO THE FORM OF TENDER	
	CURRENCY	

**TENDER'S NAME:** \_\_\_\_\_

**TENDERER'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMPANY'S RUBBER STAMP:** \_\_\_\_\_

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**PART III ~ CONDITIONS OF CONTRACT AND CONTRACT FORMS**

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## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

### General Conditions of Contract

#### A. General

##### 1. Definitions

1.1 Bold face type is used to identify defined terms.

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



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

## 2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
  - a) Agreement,
  - b) Letter of Acceptance,
  - c) Contractor's Bid,
  - d) Special Conditions of Contract,
  - e) General Conditions of Contract, including Appendices,
  - f) Specifications,
  - g) Drawings,
  - h) Bill of Quantities<sup>6</sup>, and
  - i) any other document **listed in the SCC** as forming part of the Contract.

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

### **3. Language and Law**

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

### **4. Project Manager's Decisions**

- 41 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

### **5. Delegation**

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

### **6. Communications**

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

### **7. Subcontracting**

- 71 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

### **8. Other Contractors**

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

### **9. Personnel and Equipment**

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

## **10. Procuring Entity's and Contractor's Risks**

101 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Procuring Entity's Risks**

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

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

- aa) a Defect which existed on the Completion Date,
- bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
- cc) the activities of the Contractor on the Site after the Completion Date.

## **12. Contractor's Risks**

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

## **13. Insurance**

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

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

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

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

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

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

## **14. Site Data**

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, **Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center**

supplemented by any information available to the Contractor.

## **15. Contractor to Construct the Works**

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

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

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

## **17. Approval by the Project Manager**

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

## **18. Safety**

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

## **19. Discoveries**

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

## **20. Possession of the Site**

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

## **21. Access to the Site**

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

## **22. Instructions, Inspections and Audits**

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and

Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

### **23. Appointment of the Adjudicator**

231 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

232 Should the Adjudicator resign or die or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

### **24. Settlement of Claims and Disputes**

#### **241 Contractor's Claims**

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.

24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records and shall (if instructed) submit copies to the Project Manager.

24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval



and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

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

#### **242 Amicable Settlement**

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

#### **243 Matters that may be referred to arbitration**

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

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

#### **244 Arbitration**

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

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

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

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

the subject of or included in any certificate.

- 24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

#### **245 Arbitration with National Contractors**

- 24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Architectural Association of Kenya
  - ii) Institute of Quantity Surveyors of Kenya
  - iii) Association of Consulting Engineers of Kenya
  - iv) Chartered Institute of Arbitrators (Kenya Branch)
  - v) Institution of Engineers of Kenya

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

#### **246 Alternative Arbitration Proceedings**

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

#### **247 Failure to Comply with Arbitrator's Decision**

- 24.7.1 The award of such Arbitrator shall be final and binding upon the parties.
- 24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

#### **248 Contract operations to continue.**

- 24.8.1 Notwithstanding any reference to arbitration herein,
- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

### **25. Fraud and Corruption**

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

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

## **B. Time Control**

### **26. Program**

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

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

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

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

### **27. Extension of the Intended Completion Date**

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

### **28. Acceleration**

28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

### **29. Delays Ordered by the Project Manager**

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

### **30. Management Meetings**

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.



302 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **31. Early Warning**

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

## **C. Quality Control**

### **32. Identifying Defects**

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

### **33. Tests**

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

### **34. Correction of Defects**

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

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

### **35. Uncorrected Defects**

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

## **D. Cost Control**

### **36. Contract Price<sup>7</sup>**

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

### **37. Changes in the Contract Price<sup>8</sup>**

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price

is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

372 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

### **38. Variations**

381 All Variations shall be included in updated Programs<sup>9</sup> produced by the Contractor.

382 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

383 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

384 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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385 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

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

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

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

388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerate the contract completion period; or
- b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

389 If the value engineering proposal is approved by the Procuring Entity and results in:

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

### **39. Cash Flow Forecasts**

391 When the Program<sup>11</sup>, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined

in the Contract, converted as necessary using the Contract exchange rates.

#### **40. Payment Certificates**

- 401 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 402 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 403 The value of work executed shall be determined by the Project Manager.
- 404 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed<sup>12</sup>.
- 405 The value of work executed shall include the valuation of Variations and Compensation Events.
- 406 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 407 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

#### **41. Payments**

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

#### **42. Compensation Events**

- 42.1 The following shall be Compensation Events:
- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
  - e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
  - g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - h) The Project Manager unreasonably does not approve a subcontract to be let.
  - i) Ground conditions are substantially more adverse than could reasonably have been assumed

before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

- j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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*<sup>11</sup>In lump sum contracts, add “or Activity Schedule” after “Program.”*

*<sup>12</sup>In lump sum contracts, replace this paragraph with the following: “The value of work executed shall comprise the value of completed activities in the Activity Schedule.”*

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

### **43. Tax**

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

### **44. Currency of Payment**

441 All payments under the contract shall be made in Kenya Shillings

### **45. Price Adjustment**

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

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

where:

the portion of the Contract Price payable.

P is the adjustment factor for

A and B are coefficients<sup>13</sup> **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and  $I_m$  is the index prevailing at the end of Tender for Modernization of KenGen HQ Intermediary Data Center and Tana Power Station Data Center

the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

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

#### **46. Retention**

- 461 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

- 462 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### **47. Liquidated Damages**

- 471 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

- 472 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 4.1.1.

#### **48. Bonus**

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

#### **49. Advance Payment**

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

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

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

#### **50. Securities**

- 501 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be



valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

#### **51. Dayworks**

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

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

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

#### **52. Cost of Repairs**

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

### **E. Finishing the Contract**

#### **53. Completion**

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

#### **54. Taking Over**

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

#### **55. Final Account**

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

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#### **56. Operating and Maintenance Manuals**

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

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

#### **57. Termination**

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) the Project Manager instructs the Contractor to delay the progress of the Works, and the

instruction is not withdrawn within 30 days;

- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

573 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

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

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

## **58. Payment upon Termination**

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

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

## **59. Property**

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

## **60. Release from Performance**

601 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**SECTION IX - SPECIAL CONDITIONS OF CONTRACT**

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General</b>	
GCC 1.1 (q)	<p>The Procuring Entity is <i>[KENYA ELELECTRICITY GENERATING PLC</i>                      General Manager Supply Chain                      Kenya Electricity Generating Company PLC                      Stima Plaza Phase III, Kolobot Road, Parklands                      P.O. BOX 47936-00100  <i>[insert name, address, and name of authorized representative].</i></p>
GCC 1.1 (u)	<p>The Intended Completion Date for the whole of the Works shall be within <b><u>Twelve Months (12).</u></b>  <b><u>Contract duration shall be 24 (Twenty Four) months, inclusive of Twelve(12) months Defects Liability Period (DLP)</u></b></p>
GCC 1.1 (x)	The Project Manager is : TBA
GCC 1.1 (z)	The Site is located at <b>KenGen Stima Plaza and Tana Power Station</b>
GCC 1.1 (cc)	The Start Date shall be <i>date of the Kick off meeting.</i>
GCC 1.1 (gg)	The Works consist of: <b>KenGen Stima Plaza and Tana Power Station</b>
GCC 2.2	Sectional Completions are: <i>N/A</i>
GCC 5.1	The Project manager <i>[may]</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]:</i>
GCC 9.1	<p><b>Key Personnel</b></p> <p>GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p><i>[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</i></p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> <li>(a) For loss or damage to the Works, Plant and Materials: <i>[insert amounts]</i>/TBA</li> <li>(b) For loss or damage to Equipment: <i>[insert amounts]</i>. TBA</li> <li>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert amounts]</i>. TBA</li> <li>(d) for personal injury or death: TBA <ul style="list-style-type: none"> <li>(i) of the Contractor’s employees: <i>[amount]</i>. TBA</li> <li>(ii) of other people: <i>[amount]</i>. TBA</li> <li>(iii) other people: <i>[amount]</i>.</li> </ul> </li> </ul>
GCC 14.1	Site Data are: <i>[list Site Data]</i>
GCC 20.1	The Site Possession Date(s) shall be: <b>Date of Kick Off Meeting and Issuance of Commencement Letter.</b>
<b>B. Time Control</b>	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <i>[14]</i> days from the date of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is <i>[30]</i> days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>[insert amount]</i>/n/a</p>
<b>C. Quality Control</b>	
GCC 34.1	The Defects Liability Period is: <b><i>12 Months from the date of issuing the completion certificate</i></b>
<b>D. Cost Control</b>	
GCC 40	<p>Payment Certificates</p> <p>For the purpose of submitting Payment Certificate- The Minimum payment for interim payment shall be Twenty (20) percent of delivered contract sum</p> <p>Each interim will be subjected to 10% retention which shall be paid after Defects Liability Period.</p> <p>Defects Liability Period (DLP) is: <b><i>12 Months from the date of issuing the completion certificate</i></b></p> <p><b>Advance Payment</b></p> <p>Advance payment is not applicable.</p>
GCC 44.1	The currency of the Procuring Entity’s Country is: <i>[Kenya Shillings]</i> .
GCC 45.1	The Contract <i>[insert “is not”]</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>[specify “does” or “does not”]</i> apply.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i></p> <p>The coefficients for adjustment of prices are:</p> <p>(a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).</p> <p><i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(c) The Index I for shall be <i>[insert index]</i>.</p>
GCC 46.1	<p>The proportion of payments retained is: <i>[insert percentage]</i></p> <p>All payments to be subject to 10 % retention amount to be released after the completion defect liability period</p>
GCC 47.1	<p>The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p>
GCC 48.1	<p>The Bonus for the whole of the Works is <i>[insert percentage of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.</p> <p><b>N/A</b></p>
GCC 49.1	<p>The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i>.<b>N/A</b></p>
GCC 50.1	<p>Performance security shall be at <b>10% of the Contract Price where the contract value is above Five Million Kenya Shillings.</b></p> <p>The performance security shall remain valid for <b>30 days beyond the validity of the contract. Performance security</b></p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>
<b>E. Finishing the Contract</b>	
GCC 56.1	<p>The date by which operating, and maintenance manuals are required is <i>[insert date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[insert date]</i>.<b>N/a</b></p>
GCC 58.1	<p>The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>[insert percentage]</i>.</p>
	<p><b>Taxes</b></p> <p>a) "<b>Taxes</b>" 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</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.</p> <p>b) Local Taxation</p> <p>i. 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.</p> <p>ii. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.</p> <p>iii. Tax exemption granted under this Contract shall be for an official aid funded project and shall be as provided under the applicable tax laws in Kenya.</p> <p>iv. 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. This shall include applicable local or foreign withholding tax, excise duty, Value Added Tax (VAT), importation duties, Local government taxes, and any other taxes not mentioned herein.</p> <p>v. 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 (i).</p> <p>c) Tax Deduction</p> <p>i. 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.</p> <p>ii. Where payments for the Contract Price are made directly by the financiers to the Contractor, the Contractor and the financiers shall make the necessary arrangements with Employer to ensure that withholding income tax is remitted to the Kenya Revenue Authority.</p> <p>d) Tax Indemnity</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>i. The Contractor shall indemnify and hold the Employer harmless from and against any and all tax 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.</p> <p>ii. 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.</p> <p>iii. Where the amount in (ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.</p>
<b>Inspection and Test</b>	<p><b>Pre-shipment inspection</b></p> <ul style="list-style-type: none"> <li>□ All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PVoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya;</li> <li>□ Consignments arriving at Kenyan Ports without this document will be denied entry into the Country.</li> <li>□ Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.</li> </ul>

**FORM No 1: NOTIFICATION OF INTENTION TO AWARD**

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

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**FORMAT**

1. For the attention of Tenderer's Authorized Representative
  - i) Name: *[insert Authorized Representative's name]*
  - ii) Address: *[insert Authorized Representative's Address]*
  - iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
  - iv) Email Address: *[insert Authorized Representative's email address]*

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

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

This Notification is sent by *(Name and designation)* \_\_\_\_\_

3. Notification of Intention to Award

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

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

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

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

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

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

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

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

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (*local time*).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: [*insert full name of person, if applicable*]
  - ii) Title/ position: [*insert title/position*]
  - iii) Agency: [*insert name of Procuring Entity*]
  - iv) Email address: [*insert email address*]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a

debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke). You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

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

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

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

Title/position: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

REQUEST FOR REVIEW

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

- 1.
2.

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

- 1.
2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

SIGNED

Board Secretary





**FORM NO 3: LETTER OF AWARD**

*[letterhead paper of the Procuring Entity] [date]*

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

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

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

Authorized

Signature:.....  
Name and Title of  
Signatory:.....  
Name of Procuring  
Entity.....  
Attachment: *Contract*  
*Agreement*.....

**FORM NO 4: CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_

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

WHEREAS the Procuring Entity desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, The Procuring Entity and the Contractor agree as follows:

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

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

Signed and sealed by \_\_\_\_\_ (for the Procuring Entity)

Signed and sealed by \_\_\_\_\_ (for the Contractor).

**FORM NO. 5 - PERFORMANCE SECURITY**

**[Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Procuring*

**Entity/Date:** \_\_\_\_\_ *[Insert date of issue]*

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

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

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

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



**FORM No. 6 - PERFORMANCE SECURITY**

**[Option 2- Performance Bond]**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Procuring Entity/*  
**Date:** \_\_\_\_\_ *[Insert date of issue].*

**PERFORMANCE BOND No.:** \_\_\_\_\_

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

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the

Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

- 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of By\_\_in        the  
capacity of In the presence of

SIGNED ON \_\_\_\_\_ on behalf of By\_in the  
capacity of In the presence of

**FORM NO. 7 - ADVANCE PAYMENT SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

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

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[Insert guarantee reference*

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

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



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

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**FORM NO. 8 - RETENTION MONEY SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

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

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

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

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

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

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

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**NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**  
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

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

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

Tender Reference No.: \_\_\_\_\_ [insert  
identification no]

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

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

I) We here by provide the following beneficial ownership information.

***Details of beneficial ownership***

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

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

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from*

*another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

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

*Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date this ..... [insert date of signing] day of..... [Insert month], [insert year]*

Bidder Official Stamp