



**TENDER NO.
KP1/9A.3/RT/001/FA/MFB1/24-25**

**THREE-YEAR FRAMEWORK AGREEMENT
FOR SUPPLY OF CONCRETE POLES
(Secondary Procurement)**

MINI-COMPETITION FINANCIAL BID (MFB)

DATE OF TENDER DOCUMENT – 13TH SEPTEMBER 2024

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

TENDER DOCUMENT FOR SUPPLY OF GOODS
(E-PROCUREMENT RESTRICTED TENDER SYSTEM)

THE KENYA POWER & LIGHTING COMPANY PLC
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Preface

Pursuant to Section 70 of the Public Procurement and Asset Disposal Act, 2015 (PPADA), this Standard Tender Document (STD) for Framework Agreement for Goods has been prepared by Kenya Power based on The Public Procurement Regulatory Authority's Standard Tender Document for "Procurement of Goods" (February 2021) and the Standard Tender Document for Preparing Framework Agreements (February 2021).

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REQUEST FOR FINANCIAL BID

Our Ref: KP1/9A.3/RT/001/FA/MFB1/24-25 Date: 13.09.2024

M/s

Dear Sir/Madam,

**INVITATION TO REQUEST FOR BID UNDER THREE YEAR FRAMEWORK FOR
SUPPLY OF CONCRETE POLES TENDER NO. KP1/9A.3/RT/001/FA/MFB1/24-25**

The Kenya Power & Lighting Company Plc (KPLC) invites bids from eligible Suppliers for Poles. Interested eligible Tenderers may obtain further information from the General Manager, Supply Chain, The Kenya Power & Lighting Company Plc at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

Tender documents detailing the requirements may be viewed at **KPLC E-Procurement** Web Portal found on the KPLC Website (www.kplc.co.ke) beginning 12th September, 2024

Completed Tenders are to be saved as PDF documents marked **KP1/9A.3/RT/001/FA/MFB1/24-25 Mini Competition For Supply Of Concrete Poles** and submitted through the KPLC E-Procurement Web Portal found on the KPLC Website (www.kpl.co.ke) so as to be received on or before See KPLC E Procurement Portal (**RFx 2000018325**) and to be opened thereafter.

Yours faithfully,

For: THE KENYA POWER AND LIGHTING COMPANY PLC

GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS

PART 1. INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the bid. The standard forms in this MFB may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a bid. The term bid herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Financial Bid:** The quotation will be held valid for **180** days from the date of submission.
3. **The Financial Bid shall consist of** completed Tables in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 10 below, through the KPLC E-Procurement Web Portal found on the KPLC Website (www.kplc.co.ke) before the deadline for submission. Late quotations will be rejected.

Address for Submission of Quotations.

General Manager, Supply Chain & Logistics,
The Kenya Power and Lighting Company PLC,
Stima Plaza, 3rd Floor
Kolobot Road, Parklands
P.O Box 30099 - 00100
Nairobi, Kenya
Telephone: +254-20-3201821

Electronic mail address: Procurement@kplc.co.ke

Website: www.kplc.co.ke

5. **Date of Submission** (deadline): As per KPLC E-Procurement Web Portal found on the KPLC Website (www.kplc.co.ke)
6. **Time of Submission** (deadline): As per KPLC E-Procurement Web Portal found on the KPLC Website (www.kplc.co.ke)
7. **Opening of the Financial Bid:** The bid will be opened immediately after the closing date and time specified in item (4) above, by at least three appointed officials of KPLC.
8. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: (i) valid trading license (ii) certificate of registration, and (iii) valid tax compliance certificate. (iv) AGPO Certificate (where applicable) and any other required document. The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.

9. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
10. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
11. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
12. **Alternative Quotations:** Tenderers **are not permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the goods. Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by KPLC.
13. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. KPLC shall allow/not allow quotations in foreign currency (*procuring Entity to select one*).
14. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
 - i) **Preliminary examination** to determine Tenderer eligibility: (i) valid trading license (ii) certificate of registration, and (iii) tax compliance certificate (iv) valid AGPO Certificate (where applicable) and any other required document.
 - ii) **Technical examination** to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
 - iii) **Financial comparison** of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.
15. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract as per the award criteria.
16. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order as per criteria in Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded bid.
17. **Right to Reject:** KPLC reserves the right to accept or reject any bid or to cancel the bid process and reject all quotations at any time prior to contract award.

PART II. FINANCIAL BID AND QUALIFICATION DOCUMENTS

- (i)* SCHEDULE OF REQUIREMENTS TABLE
- (ii)* FORM FOR DISCLOSURE OF INTEREST
- (iii)* CERTIFICATE OF INDEPENDENT TENDER DETERMINATION
- (iv)* DELIVERY SCHEDULE (GLT)
- (v)* SELF-DECLARATION FORM
- (vi)* FINANCIAL BID FORM

SECTION I. SCHEDULE OF REQUIREMENTS

Part a - Brief Schedule of Details on Goods Required

Tender Number: KP1/9A.3/RT/001/FA/MFB1/24-25

Tender Name: THREE YEAR FRAMEWORK AGREEMENT FOR SUPPLY OF POLES (LOCAL MANUFACTURERS ONLY)

Table 1: Brief Schedule of Estimated Requirements per Lot for the Framework period

Lot No.	Pole Size	Pole Code	Item Description	Delivery Store	Unit	FWA Qty for 2nd Call-off (1 Year)
1	11M	186460	Pole Concrete 11M 50SC Without Earth	Embakasi	PC	850
	11M	186460	Pole Concrete 11M 50SC Without Earth	Roysambu	PC	800
	11M	186460	Pole Concrete 11M 50SC Without Earth	Rabai (Mbsa)	PC	1100
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kiganjo-Nyeri	PC	850
	11M	186460	Pole Concrete 11M 50SC Without Earth	Whitesisters-Thika	PC	900
	11M	186460	Pole Concrete 11M 50SC Without Earth	Lanet Store	PC	950
	11M	186460	Pole Concrete 11M 50SC Without Earth	MamboLeo	PC	1000
	11M	186460	Pole Concrete 11M 50SC Without Earth	Rivatex-Eldoret	PC	1050
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kegati (Kisii)	PC	750
2	11M	186460	Pole Concrete 11M 50SC Without Earth	Machakos Store	PC	330
	11M	186460	Pole Concrete 11M 50SC Without Earth	Emali Store	PC	200
	11M	186460	Pole Concrete 11M 50SC Without Earth	Meru Store	PC	370
	11M	186460	Pole Concrete 11M 50SC Without Earth	Nanyuki Store	PC	320
	11M	186460	Pole Concrete 11M 50SC Without Earth	Embu Store	PC	350
	11M	186460	Pole Concrete 11M 50SC Without Earth	Mwingi Store	PC	390
	11M	186460	Pole Concrete 11M 50SC Without Earth	Nyahururu Store	PC	280
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kericho Store	PC	250
	11M	186460	Pole Concrete 11M 50SC Without Earth	Homabay Store	PC	270
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kakamega Store	PC	360
	11M	186460	Pole Concrete 11M 50SC Without Earth	Busia Store	PC	320
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kitale Store	PC	310
3	12M	186474	Pole Concrete 12M 75SC Without Earth	Embakasi (N/S)	PC	1350
	12M	186474	Pole Concrete 12M 75SC Without Earth	Roysambu	PC	880
	12M	186474	Pole Concrete 12M 75SC Without Earth	Machakos	PC	250
	12M	186474	Pole Concrete 12M 75SC Without Earth	Emali Store	PC	400
	12M	186474	Pole Concrete 12M 75SC Without Earth	Rabai (Mombasa)	PC	1450
	12M	186474	Pole Concrete 12M 75SC Without Earth	Kiganjo (Nyeri)	PC	950
	12M	186474	Pole Concrete 12M 75SC Without Earth	Kinoru (Meru)	PC	700
	12M	186474	Pole Concrete 12M 75SC Without Earth	Muthatari (Embu)	PC	550

Lot No.	Pole Size	Pole Code	Item Description	Delivery Store	Unit	FWA Qty for 2nd Call-off (1 Year)
	12M	186474	Pole Concrete 12M 75SC Without Earth	Whitesisters-Thika	PC	1000
	12M	186474	Pole Concrete 12M 75SC Without Earth	Mwingi	PC	350
	12M	186474	Pole Concrete 12M 75SC Without Earth	Lanet	PC	980
	12M	186474	Pole Concrete 12M 75SC Without Earth	Nyahururu	PC	580
	12M	186474	Pole Concrete 12M 75SC Without Earth	Chemosit-Kericho	PC	520
	12M	186474	Pole Concrete 12M 75SC Without Earth	Mamboleo (Ksm)	PC	1250
	12M	186474	Pole Concrete 12M 75SC Without Earth	Kakamega Store	PC	840
	12M	186474	Pole Concrete 12M 75SC Without Earth	Busia Store	PC	600
	12M	186474	Pole Concrete 12M 75SC Without Earth	Kigati (Kisii)	PC	1050
	12M	186474	Pole Concrete 12M 75SC Without Earth	Rivatex (Eldoret)	PC	1300
4	14M	186481	Pole Concrete 14M 75SC Without Earth	Embakasi	PC	900
	14M	186481	Pole Concrete 14M 75SC Without Earth	Roysambu	PC	500
	14M	186481	Pole Concrete 14M 75SC Without Earth	Whitesisters-Thika	PC	400
	14M	186481	Pole Concrete 14M 75SC Without Earth	Lanet	PC	200

Part B – Delivery Schedule of Goods Required

***NOTES:**

1. All deliveries shall be made to KPLC stores for all DDP awards or as otherwise indicated in accordance with the Delivery Schedule.
2. The expected delivery schedule and Guaranteed Lead Time in Table 2 here below have been used for estimating purposes based forecasted requirements.
3. The successful bidders in the secondary procurement shall be expected to adhere to the actual delivery schedule stipulated in the signed Call-off contract and Official Purchase Order(s).

Yours sincerely,

 Name of Tenderer

 Signature of duly authorized person signing the Tender

 Stamp or Seal of Tenderer

1. PRICE SCHEDULE FORMS

As per Delivery Schedule for the 12 Months									
Lot No.	Item No.	Code	Description	Final Destination as specified in TDS	UOM	Qty for 2 nd Call Off	Unit Price DDP VAT Exclusive	Currency in Kshs	Total Price DDP/DAP VAT Exclusive
<i>Pole Concrete 11M 50SC Without Earth (Regional Stores)</i>									
1.	1	186460	Pole Concrete 11M 50SC Without Earth	Embakasi	Pieces	850			
	2	186460	Pole Concrete 11M 50SC Without Earth	Roysambu	Pieces	800			
	3	186460	Pole Concrete 11M 50SC Without Earth	Rabai (Mbsa)	"	1100			
	4	186460	Pole Concrete 11M 50SC Without Earth	Kiganjo-Nyeri	"	850			
	5	186460	Pole Concrete 11M 50SC Without Earth	Whitesisters-Thika	"	900			
	6	186460	Pole Concrete 11M 50SC Without Earth	Lanet Store	"	950			
	7	186460	Pole Concrete 11M 50SC Without Earth	MamboLeo	"	1000			
	8	186460	Pole Concrete 11M 50SC Without Earth	Rivatex-Eldoret	"	1050			
	9	186460	Pole Concrete 11M 50SC Without Earth	Kegati (Kisii)	"	750			
<i>Pole Concrete 11M 50SC Without Earth (Subsidiary Stores)</i>									
2.	10	186460	Pole Concrete 11M 50SC Without Earth	Machakos Store	Pieces	330			
	11	186460	Pole Concrete 11M 50SC Without Earth	Emali Store	Pieces	200			
	12	186460	Pole Concrete 11M 50SC Without Earth	Meru Store	"	370			
	13	186460	Pole Concrete 11M 50SC Without Earth	Nanyuki Store	"	320			
	14	186460	Pole Concrete 11M 50SC Without Earth	Embu Store	"	350			
	15	186460	Pole Concrete 11M 50SC Without Earth	Mwingi Store	"	390			
	16	186460	Pole Concrete 11M 50SC Without Earth	Nyahururu Store	"	280			
	17	186460	Pole Concrete 11M 50SC Without Earth	Kericho Store	"	250			
	18	186460	Pole Concrete 11M 50SC Without Earth	Homabay Store	"	270			
	19	186460	Pole Concrete 11M 50SC Without Earth	Kakamega Store	"	360			
	20	186460	Pole Concrete 11M 50SC Without Earth	Busia Store	"	320			
	21	186460	Pole Concrete 11M 50SC Without Earth	Kitale Store	"	310			
<i>Pole Concrete 12M 75SC Without Earth</i>									
3	22	186474	Pole Concrete 12M 75SC Without Earth	Embakasi (N/South)	Pieces	1350			
	23	186474	Pole Concrete 12M 75SC Without Earth	Roysambu	Pieces	880			
	24	186474	Pole Concrete 12M 75SC Without Earth	Machakos	"	250			

As per Delivery Schedule for the 12 Months									
Lot No.	Item No.	Code	Description	Final Destination as specified in TDS	UOM	Qty for 2 nd Call Off	Unit Price DDP VAT Exclusive	Currency in Kshs	Total Price DDP/DAP VAT Exclusive
	25	186474	Pole Concrete 12M 75SC Without Earth	Emali	"	400			
	26	186474	Pole Concrete 12M 75SC Without Earth	Rabai (Mombasa)	"	1450			
	27	186474	Pole Concrete 12M 75SC Without Earth	Kiganjo (Nyeri)	"	950			
	28	186474	Pole Concrete 12M 75SC Without Earth	Kinoru (Meru)	"	700			
	29	186474	Pole Concrete 12M 75SC Without Earth	Muthatari (Embu)	"	550			
	30	186474	Pole Concrete 12M 75SC Without Earth	Whitesisters-Thika	"	1000			
	31	186474	Pole Concrete 12M 75SC Without Earth	Mwingi	"	350			
	32	186474	Pole Concrete 12M 75SC Without Earth	Lanet	"	980			
	33	186474	Pole Concrete 12M 75SC Without Earth	Nyahururu	"	580			
	34	186474	Pole Concrete 12M 75SC Without Earth	Chemosit-Kericho	"	520			
	35	186474	Pole Concrete 12M 75SC Without Earth	Mamboleo (Ksm)	"	1250			
	36	186474	Pole Concrete 12M 75SC Without Earth	Kakamega Store	"	840			
	37	186474	Pole Concrete 12M 75SC Without Earth	Busia Store	"	600			
	38	186474	Pole Concrete 12M 75SC Without Earth	Kigati (Kisii)	"	1050			
	39	186474	Pole Concrete 12M 75SC Without Earth	Rivatex (Eldoret)	"	1300			
<i>Pole Concrete 14M 75SC Without Earth</i>									
4	40	186481	Pole Concrete 14M 75SC Without Earth	Embakasi	Pieces	900			
	41	186481	Pole Concrete 14M 75SC Without Earth	Roysambu	Pieces	500			
	42	186481	Pole Concrete 14M 75SC Without Earth	Whitesisters-Thika	"	400			
	43	186481	Pole Concrete 14M 75SC Without Earth	Lanet	"	200			
							16% VAT		
							Total Price VAT Inclusive		

Name of Tenderer _____

Name and Designation of authorized person signing the Tender _____

Signature of authorized person signing the Tender _____

Stamp of Tenderer and date _____

***NOTES: -**

1. The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 to 6 of the Price Schedules shall coincide with the List of Goods specified by KPLC in the Schedule of Requirements and TDS. The quantities are estimated to cover the first year of the FWA period.
2. The offered unit price **MUST** be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded down-wards to two decimal places and used for the purposes of this tender.
3. The unit prices indicated on the KPLC tendering portal should be exclusive of VAT and shall be used as the **BASE PRICE** for the call-off contract thereof.
4. Bidders should use the prevailing VAT rate of 16%. However, prices entered in the KPLC-SRM tendering portal should be exclusive of VAT. ***In case of discrepancies between the price keyed in the SRM portal and those on this price schedule uploaded as an attachment, the latter shall prevail.***
5. The Bidder's grand totals should be the same as the tender sum indicated in the Tender Form.
6. Price quoted shall be **inclusive of a 0.03% Public Procurement Capacity Building Levy of the contract value exclusive of VAT**. The Levy shall be deducted from the supplier's payment during contract implementation and remitted to PPRA as stipulated in the Public Procurement Capacity Building Levy order 2023 effective for all tenders published after 1st September 2024.

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

FINANCIAL BID REQUIREMENTS

1. Submit the Financial Bid Form duly completed and Signed.
2. Submit the Form of Disclosure of interest duly completed and Signed
3. Submit Certificate of Independent Quotation Determination duly completed and Signed
4. The validity period of the financial bid shall be **180 Days** from the date of tender opening.
5. Considering supplier's capacity, framework agreement eligibility, and previous delivery performance – Suppliers must have delivered at least **50% of Outstanding Orders Per Size** (as long as delay is not attributed by KPLC)
6. Submission of Drawings and Guaranteed Technical Particulars (GTPs) approved by KPLC.
7. Submit duly filled and signed Price Schedule (**Note:** In case of a price discrepancy between those entered in the SRM portal and those on the price schedule uploaded as an attachment, the latter shall prevail)
8. Prices quoted shall be based on **Delivery Duty Paid (DDP)** terms and in Kenya Shillings.
9. Taking into account the cost of any deviation(s) from the tender requirements.
10. Confirming the Supplier's offered Delivery Schedule meets KPLC's requirements.

a) AWARD CRITERIA

Award shall be to the tenderer(s) with the lowest evaluated price per item per lot in accordance with the following:

- i. Each successful bidder will be awarded **Two (2) items per LOT for LOT 1, 2 & 4 and Four (4) items for LOT 3**. If a tenderer emerges the lowest in more than one item they will be awarded the item with highest quantity. Consequently, the subsequent items will be allocated based on the highest quantity and lowest price per item until all the items are allocated provided that the price of the subsequent lowest tenderer is within the prevailing market price subject to (ii), (iii) and (iv) below.
- ii. If there is no other qualified subsequent tenderer for the unallocated item(s), the award will revert to the tenderer with the lowest evaluated price per item, notwithstanding (i) above. In case of a tie, the bidder with a higher delivery performance will be considered first followed by capacity. If the bidders delivery performance or capacity is the same, the award will be split amongst them.
- iii. Tenderers shall quote for all storage locations in a given lot in order to qualify for award of that specific lot if not you shall be disqualified from that Lot
- iv. KPLC shall also take into consideration the following:
Timely Delivery as per delivery capacity and satisfactory performance. Any supplier with more than **50% Order balance Per Size** will not be considered for award.

OTHER REQUIREMENTS.

1. Only main offers shall be considered. Alternative offers are not acceptable.
2. Save when responding to KPLC's request for a clarification, bidders shall not contact or discuss any aspect of their tenders with KPLC after closing date & before receipt of notification of award of tenders or letters of regret as applicable. Any such contact could lead to disqualification of the tenders.

Framework Agreement (FWA):	THREE YEAR FRAMEWORK FOR SUPPLY OF CONCRETE POLES
FWA Date:	NOVEMBER, 2023
FWA Reference No.	<i>KP1/9A.3/OT/13/FA/23-24</i>

Annex 1: Mini-Competition Financial Bid (MFB)

From:	<i>Kenya Power & Lighting Company Plc</i>
KPLC Representative:	General Manager, Supply Chain & Logistics, The Kenya Power and Lighting Company PLC, P.O Box 30099 - 00100 Nairobi, Kenya Telephone:+254-20-3201821
Title/Position:	General Manager, Supply Chain
Telephone:	254 070111333
Email:	Procurement@kplc.co.ke

To:	
Supplier's Representative:	
Title/Position:	
Address:	
Telephone:	
Email:	

MFB Ref No.:	KP1/9A.3/RT/001/FA/MFB1/24-25
MFB Date:	
MFB Closing Date:	
MFB issued:	This MFB has been transmitted by: SAP Tendering Portal on www.kplc.co.ke RFx No. 2000018325

I. FINANCIAL BID FORM

To:

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

Financial Bid Addressed to (<i>Procuring Entity</i>)	The Kenya Power & Lighting Company Plc, P.O Box 30099 – 00100, Stima Plaza, Kolobot Road, Parklands, Nairobi, KENYA.
Date of Financial Bid	
MFB Reference Number:	KP1/9A.3/RT/001/FA/MFB1/24-25
Name / Subject of Quotation	

1. We have examined and have no reservations to the Financial Bid document, and understand its full content and intent.
2. In compliance with your request for financial bid dated _____, referenced above, we offer to _____ (*specify one of supply goods, complete the works or provide the services*) to cover and conform to our pricing listed in the Price Schedule at a total price of Kenya Shillings _____ (in figures) OR _____ (in words)
OR in Foreign Currency (*if allowed*), Currency _____ amount _____ (in figures) _____ (in words)
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the _____ (*goods to be supplied/works to be constructed/services to be provided (select one)*) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our Financial Bid is: _____ days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers*).
8. We confirm we are not submitting any other Quotation as an individual or firm, and

we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, suppliers, Engineer, 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.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation 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 Quotation Determination" attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in KPLC, attached below.

The Delivery/Completion period offered is: _____ days from date of acceptance of Quotation. The warranty period offered is __ weeks.

Quotation Authorized by:

Name and designation _____

Signature: _____

II. FORM FOR DISCLOSURE OF INTEREST - Interest of the Firm in KPLC.

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

If yes, provide details as follows.

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

- ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly 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	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of KPLC regarding this quotation 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 quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of KPLC who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of KPLC who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to KPLC throughout the quotation process and execution of the Contract?		

- iii) Certification

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

Full Name:.....

Title or Designation:

(Signature)

(Date)

III. CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the _____ KPLC _____ [Name of Procuring Entity] for: _____ [Name and number of quotation] 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 Tenderer 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 quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a quotation in response to this request for quotations;
 - b) could potentially submit a quotation in response to this request for quotations 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 quotation 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 quotations, 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 quotation; or
 - d) the submission of a quotation which does not meet the specifications of the request for quotations; 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 quotation 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 quotation 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.

Name _____

Title _____

Date _____

Sign. _____

[Name, title and signature of authorized agent of Tenderer and Date]

1. MANUFACTURER’S WARRANTY FORM

To Be Submitted On Manufacturer’s Letterhead)

To:

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

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

WE HEREBY WARRANT THAT:

- a) The Goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender and shall comprise of the following:

Item Code	Material Description	Unit of Measure (UOM)	Tick item Offered	State Warranty Period (Months / Years)
186460	Pole Concrete 11M 50SC Without Earth	Pcs		
186474	Pole Concrete 12M 75SC Without Earth	Pcs		
186481	Pole Concrete 14M 75SC Without Earth	Pcs		

- b) The Goods in the Tenderer’s bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the Goods under the conditions obtaining in Kenya.

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

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

Signature of duly authorized person for and on behalf of the Manufacturer.

Name and Capacity of duly authorized person signing on behalf of the Manufacturer.

NOTES TO TENDERERS AND MANUFACTURERS

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

PART 2 – Supply Requirements

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Section I: Expected Delivery Schedule and Guaranteed Lead Time (GLT) – 2nd Call Off (Period 2)

Lot No.	Pole Size	Pole Code	Item Description	Delivery Store	Unit	FWA Qty for 2nd Call-offs (1 Year)	KPLC Expected Delivery Period after issuance of LPO - GLT	Bidder's offered GLT (Bidder to fill)
1	11M	186460	Pole Concrete 11M 50SC Without Earth	Embakasi	PC	850	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Roysambu	PC	800	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Rabai (Mbsa)	PC	1100	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kiganjo-Nyeri	PC	850	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Whitesisters-Thika	PC	900	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Lanet Store	PC	950	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	MamboLeo	PC	1000	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Rivatex-Eldoret	PC	1050	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kegati (Kisii)	PC	750	2 Months	
2	11M	186460	Pole Concrete 11M 50SC Without Earth	Machakos Store	PC	330	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Emali Store	PC	200	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Meru Store	PC	370	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Nanyuki Store	PC	320	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Embu Store	PC	350	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Mwingi Store	PC	390	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Nyahururu Store	PC	280	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kericho Store	PC	250	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Homabay Store	PC	270	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kakamega Store	PC	360	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Busia Store	PC	320	2 Months	
	11M	186460	Pole Concrete 11M 50SC Without Earth	Kitale Store	PC	310	2 Months	
3	12M	186474	Pole Concrete 12M 75SC Without Earth	Embakasi (N/S)	PC	1350	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Roysambu	PC	880	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Machakos	PC	250	2 Months	

Lot No.	Pole Size	Pole Code	Item Description	Delivery Store	Unit	FWA Qty for 2nd Call-offs (1 Year)	KPLC Expected Delivery Period after issuance of LPO - GLT	Bidder's offered GLT (Bidder to fill)
	12M	186474	Pole Concrete 12M 75SC Without Earth	Emali Store	PC	400	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Rabai (Mombasa)	PC	1450	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Kiganjo (Nyeri)	PC	950	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Kinoru (Meru)	PC	700	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Muthatari (Embu)	PC	550	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Whitesisters-Thika	PC	1000	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Mwingi	PC	350	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Lanet	PC	980	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Nyahururu	PC	580	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Chemosit-Kericho	PC	520	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Mamboleo (Ksm)	PC	1250	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Kakamega Store	PC	840	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Busia Store	PC	600	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Kigati (Kisii)	PC	1050	2 Months	
	12M	186474	Pole Concrete 12M 75SC Without Earth	Rivatex (Eldoret)	PC	1300	2 Months	
4	14M	186481	Pole Concrete 14M 75SC Without Earth	Embakasi	PC	900	2 Months	
	14M	186481	Pole Concrete 14M 75SC Without Earth	Roysambu	PC	500	2 Months	
	14M	186481	Pole Concrete 14M 75SC Without Earth	Whitesisters-Thika	PC	400	2 Months	
	14M	186481	Pole Concrete 14M 75SC Without Earth	Lanet	PC	200	2 Months	

Name of Tenderer

Name and Designation of authorized person signing the Tender

Signature of authorized person signing the Tender

Stamp of Tenderer and date

Section II: Technical Specifications

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

PART A - GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific items on offer shall be marked clearly for the Goods they intend to supply. The type reference or model number(s) of the item(s) on offer must be clearly indicated in the bid.
2. The Tenderer shall submit the Schedule of Guaranteed Technical Particulars (GTP) completed and signed by the Manufacturer. In submitting the GTP, cross-references should be made to the documents submitted.
3. Deviations from the tender specifications, if any, shall be explained in detail in writing, with supporting data including calculation sheets, detailed drawings and certified test reports and submitted together with the Tender. In submitting the deviations, cross-references should be made to the documents submitted. KPLC reserves the right to reject the Goods if such deviations shall be found critical to the use and operation of the Goods.
4. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the testing and standards body used shall be provided.
5. Where Type Test Certificates and their Reports and or Test Certificates and their Reports are translated into English, all pages of the translations must be signed and stamped by the testing authority.
1. A Copy of the manufacturer's valid quality management system certification i.e. ISO 9001 shall be submitted for evaluation. For locally manufactured Goods, valid KEBS Mark of Quality Certificate or KEBS Standardization Mark Certificate will also be accepted.

The following text should be read together with part 4.4 of the Specifications document for Treated Wooden Poles and Concrete Poles attached to this IFT.

1. PART B – DETAILED TECHNICAL SPECIFICATIONS (DTS)

The Detailed Technical Specifications are as attached to this MFB.

Annex 2 – KPLC Requirements

1. Mini-competition Financial Bid

Dear [*insert name of Supplier's Representative*],

1. Mini-competition Financial Bid (MFB)

- a. With reference to above Framework Agreement (FWA), you are invited to submit your most competitive bid in this Secondary Procurement process. The bid is for the Goods [*add if applicable: “and the Related Services,”*] described in Annex 1: KPLC/Lead Entity/Procurement Agent's Requirements, attached to this MFB.

2. Price

- a. Your bid must be submitted in the format contained in Annex 1: Financial Bid Form and Price Schedule.
- b. Your bid, including any additional price for inland transportation and other services required in KPLC's Country to convey the Goods to their final destination specified in the Schedule of Requirements must be included in the Base Price, [*add if applicable: “and Related Services,”*] as established in the Framework Agreement: Price Schedules, and any adjustment for change in Laws and Regulations in accordance with FWA Specific Provisions”]
- c. The price for any additional inland transportation and other services required in KPLC's Country to convey the Goods to their final destination specified in MFB shall be inclusive in the Base Price as quoted in the Price Schedule.
- d. The price that you quote shall be fixed and shall not be subject to any further adjustment.
- e. The bid shall be in the same currency(ies) specified in the Framework Agreement: Price Schedules.
- f. The bid will be valid for a period of [*180 days*]

3. Performance Security (Applicable for bidders without a call-off contract)

- a. If your bid is successful, you will be required to provide a Performance Security in accordance with the Call-off Contract of not more than 10% of the contract sum.

4. Clarifications

- a. If you require clarification(s) regarding this MFB, send your request in writing (email or hard copy *or through e-procurement system* if available) to our above-named Representative before [*insert date and time*]. We shall forward copies of our response to all Suppliers including a description of the inquiry but without identifying its source.

5. Submission of Financial Bid

- a. Bids are to be submitted in the form attached at Annex 2 and *[insert method e.g. in hard copy with 3 copies, by email, through e-procurement system]*.
- b. The deadline for submission of Bids is *[insert time, day, month, year]*.
- c. The address for submission of Bids is:

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

Street Address: *[insert street address and number]*

Floor/ Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

Kenya Post GPS Code: *[insert Kenya Post GPS code, if applicable]*Country: *[insert name of country]*

6. Opening of Financial Bids

- a. Financial Bids will be opened in the presence of Suppliers, or their representatives who choose to attend, at *[insert time]* on *[insert day, month, year same as or immediately after the deadline for the submission of Bids.]*

7. Evaluation of Bids

- a. Financial Bids will be evaluated *[select either “item-wise” or “lot-wise”]* and according to the criteria and methodology described in the Framework Agreement: Secondary Procurement document.

8. Contract

- a. Attached, as Annex 3 to this MFB, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. *[Instructions: complete a draft Call-off Contract for this procurement and attach it to this MFB]*

On behalf of KPLC:

General Manager, Supply Chain & Logistics,
The Kenya Power and Lighting Company PLC,
P.O Box 30099 - 00100
Nairobi, Kenya

Telephone: +254-20-3201821

PART 3: Call-off Contract

CALL-OFF CONTRACT AGREEMENT FORM

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

AND

..... a duly registered entity according to the laws of the Republic of **KENYA**, and of **P.O. Box** (*hereinafter referred to as the “Supplier”* of the other part;

WHEREAS KPLC invited tenders for certain goods, that is to say for(*hereinafter referred to as the “Goods”*) under tender number

AND WHEREAS KPLC has accepted the Tender by the Supplier for the goods in the sum of (*Hereinafter called “the Contract Price”*), as outlined in the Notification of Award letter referred to in 5(e) hereunder:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

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

- b) Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.
 - c) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - d) Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “*Supplier*” the covenants, agreements and/or obligations expressed to be made or performed by the Supplier shall be deemed to be made or performed by such persons jointly and severally.
 - e) Where there are two or more persons included in the expression the “*Supplier*” any act default or omission by the Supplier shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KPLC to the Supplier as hereinafter mentioned, the Supplier hereby covenants with KPLC to supply the goods and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
 4. KPLC hereby covenants to pay the Supplier in consideration of the proper supply of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
 5. The following documents shall constitute the Contract between KPLC and the Supplier and each shall be read and construed as an integral part of the Contract: -
 - a) This Contract Agreement
 - b) General Conditions of Contract
 - c) Special Conditions of Contract
 - d) Schedule of Requirements
 - e) KPLC’s Letter of award dated
 - f) Price schedules submitted by the supplier and agreed upon with KPLC
 - g) Technical specifications as per KPLC’s tender document
 - h) Financial Bid Form signed by the supplier
 - i) Delivery Schedule
 - j) Form for Disclosure of Interest signed by the supplier
 - k) Manufacturer’s Warranty Form
 - l) Beneficial Ownership Disclosure Form
 6. The goods will be delivered within months after Commencement date (*Hereinafter referred to as the “Term”*).

7. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
8. The Commencement Date shall be the working day immediately following the fulfilment of all the following: -
 - a) Execution of this Contract Agreement by KPLC and the Supplier.
 - b) Issuance of the Performance Bond by the Supplier and confirmation of its authenticity by KPLC.
 - c) Issuance of the Purchase Order by KPLC to the Supplier.
 - d) Where applicable, opening of the Letter of Credit by KPLC. (Supplier must issue instructions for opening of the Letter of Credit within one (1) month of issuance of the Purchase Order.
9. The period of contract validity shall begin from the Commencement Date and end thirty (30) days after the last date of the agreed delivery schedule provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the Contract.
10. It shall be the responsibility of the Supplier to ensure that its Performance Security is valid at all times during the period of contract validity and further is in full amount as contracted.
11. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
12. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy shall operate as a complete waiver of that other right, power or remedy.
13. Notwithstanding proper completion of delivery or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
14. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail shall be deemed to be served one day after the date of such delivery respectively (*and proof of service shall be by way of confirmation report of such delivery*), notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local (Kenyan) Suppliers and five (5) days for Foreign Suppliers.
15. For the purposes of Notices, the address of KPLC shall be General Manager, Corporate Affairs and Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099–00100, Nairobi, Kenya. The address for the Supplier shall be the *physical and postal address as indicated in the Confidential Business Questionnaire*.

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

SIGNED FOR and on **BEHALF**
Of **THE KENYA POWER AND LIGHTING COMPANY PLC**

MANAGING DIRECTOR & CEO

In the presence of:-

GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS

SEALED with the **COMMON SEAL**
Of the **SUPPLIER**

DIRECTOR

Affix Supplier's Seal here

DIRECTOR'S FULL NAMES

in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAME

DRAWN BY: -

General Manager, Supply Chain & Logistics
C/o The Kenya Power & Lighting Company Plc,
3rd Floor, Stima Plaza,
Kolobot Road, Parklands,
Post Office Box Number 30099-00100,
NAIROBI, KENYA.

GENERAL CONDITIONS OF CALL-OFF CONTRACT

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

1. Definitions

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

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

2. Application

These GCCs shall apply to the extent that provisions of other parts of the Contract do not supersede them.

3. Country of Origin

- 3.1 For purposes of this clause, "Origin" means the place where the goods were mined, grown, or produced.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

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

5. Use of Contract Documents and Information

- 5.1 The Supplier shall not, without KPLC's prior written consent, disclose the Contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract.
- 5.2 The Supplier shall not, without KPLC's prior written consent, make use of any document or information enumerated in clause 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in clause 5.1 shall remain the property of KPLC and shall be returned (including all copies) to KPLC on completion of the Supplier's performance under the Contract if so required by KPLC.

6. Patent Rights

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

7. Performance Security

- 7.1 Within fourteen (14) days of the date of the Notification of Award, the Supplier shall furnish KPLC with a Performance Security which shall be either one or a combination of the following:-
 - a) An original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 7.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.3 The Performance Security shall be the sum of ten percent (10%) of the Contract Price. It shall be in the currency of the Contract Price.
- 7.4 Should the Supplier fail to furnish KPLC with the Performance Security within the period prescribed above, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Supplier's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.

- 7.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Suppliers.
- 7.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Supplier's Tender Security.
- 7.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC not earlier than thirty (30) days following the date of completion of the Supplier's obligations under the contract, including any warranty obligations, under the contract.

8. Approval before Manufacture

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

9. Inspection and Tests

- 9.1 KPLC or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. KPLC shall notify the Supplier in writing in a timely manner, of the identity of any representative(s) retained for these purposes.
- 9.2 Prior to the manufacture or production of the goods on order, KPLC reserves the right to inspect the manufacturing or production facility and the quality management system. The manufacturer or producer shall meet the cost of routine inspection while KPLC shall meet the travel costs and accommodation of its nominated officers inspecting and witnessing tests.
- 9.3 It is the responsibility of the Supplier to confirm if this right is to be exercised. Such visit and or inspection shall in no way prejudice KPLC's rights and privileges.
- 9.4 Upon completion of manufacturing or production process, KPLC reserves the right to send two of its nominated officers to inspect the goods on order at the place of manufacture where inspection and acceptance tests as per tender specifications shall be carried out in their presence. Tests shall be done in accordance with the test standard(s) given in the Technical Specification of the goods on order.
- 9.5 The manufacturer or producer shall meet the cost of tests as per tender specifications while KPLC shall meet the travel costs and accommodation of nominated officers inspecting and witnessing the tests.
- 9.6 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of production, manufacture, delivery and or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable

facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).

- 9.7 Complete test report(s) for all the goods as per Tender Specifications shall be submitted to KPLC for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from KPLC.
- 9.8 Should any inspected or tested goods fail to conform to the specifications, KPLC shall reject the goods, and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to KPLC. The period for replacement or alterations together with delivery to KPLC shall be fourteen (14) days or as may otherwise be specified in the Notice of Rejection.
- 9.9 The Supplier shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, KPLC, may (without being responsible for any loss or damage) sell any such rejected goods, holding the proceeds less all costs incurred to the credit of the Supplier.
- 9.10 KPLC's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by KPLC or its representative(s) prior to the goods delivery.
- 9.11 For the avoidance of doubt, any acknowledgement by KPLC on the Supplier's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by KPLC.
- 9.12 Nothing in clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Pre-Shipment Verification of Conformity (PVoC)

- 10.1 All Suppliers of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.
- 10.2 The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed a number of Inspection Bodies to perform the PVoC programme on their behalf depending on the country of Origin. The cost of pre-shipment verification shall be borne by the Supplier.
- 10.3 Full information on authorized inspection bodies should be obtained from KEBS.

11. Packaging and Labelling

- 11.1 The Supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 11.2 The method of packaging, labelling and marking shall comply strictly with such special requirements as shall be specified and attached to the Tender and particular Order.
- 11.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

- 11.4 The goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 11.5 The Supplier shall enclose a packing list in each package and all documents relating to the Order shall show the Stores Code Number detailed against the items.
- 11.6 The Supplier shall ensure that all cases or packages shall be marked (painted) with bright pink bands five (5) inches in width so as to form a diagonal cross on every face. All bundles and pieces must bear a conspicuous bright pink colour mark to ensure identification in any position in which they may appear on un-loading.
- 11.7 The Supplier shall ensure that all lettering shall be no less than seven decimal five centimeters (7.5cm) or three inches (3") high and each package shall be marked with the shipping marks indicating the supplier or supplier's agent as the consignee.

12. Delivery and Documents for Goods on FOB or CFR.

This is not applicable to this tender.

13. Delivery and Documents for Goods

- 13.1 Delivery of the goods shall be made by the Supplier to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements.
- 13.2 The Supplier shall notify KPLC of the full details of the delivered goods by delivering together with the goods a full set of the following documents:-
 - a. Supplier's invoice showing the goods description, quantity, unit price and total price
 - b. Delivery note for every consignment originating from the party contracted by KPLC. The Delivery Note should be serialized, dated and contain the number of the Purchase Order
 - c. Copy of the Certificate of Conformity (CoC) and/or Manufacturer's warranty certificate (where applicable)
 - d. Packing list identifying contents of each package which list should include casing number, full description of the items and the quantities in each package.
- 13.3 It is the responsibility of the Supplier to ensure that the delivery documents are received by KPLC at the designated delivery point at the time of delivery.
- 13.4 Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Supplier and KPLC shall be entitled to call up the Performance Security.
- 13.5 The Supplier should notify KPLC in writing of its intention to deliver goods fourteen (14) days prior to delivery, and a further confirmation two (2) working days before actual delivery to the designated delivery point.

14. Transportation

- 14.1 Where the Supplier is required to effect the delivery under any other terms, for example by post or to another address in the source country, the Supplier shall be required to meet all transport expenses until delivery.
- 14.2 In all the above cases, transportation of the goods after delivery shall be the responsibility of KPLC.

15. Insurance

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

16. Payment

- 16.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from delivery and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 16.2 The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.
- 16.3 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) for local based suppliers or Telegraphic Transfer (TT) for foreign based suppliers.
- 16.4 Suppliers who are to be paid through RTGS or TT must ensure that they submit the following:
 - a) invoices containing the Bank's Name and Branch,
 - b) Name/Title of Bank account,
 - c) Bank account number
 - d) SWIFT CODE.
 - e) A letter signed by the authorized signatory of the bank account of the Tenderer confirming details (a) to (d) above. This letter must contain the name of that authorized signatory.
- 16.5 Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.
- 16.6 The terms shall be strictly on DDP basis for local suppliers and Delivery at Place (DAP) basis for foreign suppliers.
- 16.7 Suppliers who request for a Letter of Credit (*hereinafter abbreviated as LC*) –
 - a) shall submit *proforma invoices containing the advising Bank's Name and Branch, Name/Title of Bank account, Bank account number and the SWIFT CODE; where required, proposed confirming bank; LC validity period and any other details that may be required to facilitate this process.*
 - b) *Shall meet all the LC bank charges levied by both its bank and KPLC's bank as well as any other bank that is a party to the LC.*

- c) *Any extension and or amendment charges and any other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier shall be to the Beneficiary's account.*
- d) *The maximum number of extensions and amendments shall be limited to two (2).*
- e) *Notwithstanding sub-clause 16.7 (a), should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and KPLC's bank as well as any other bank party to such confirmation shall be to the Beneficiary's account.*
- f) *LCs shall be -*
 - i. *Partial for partial performance*
 - ii. *Opened only for the specific deliveries in accordance with the delivery schedule indicated in the Purchase Order or any formal note amending that Order.*
 - iii. *Revolving subject to the maximum annual value of total quantity indicated in the Purchase Order*
 - iv. *Without prejudice to any other provision of the contract, valid for a maximum period of one year.*
- g) *The Supplier shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The amount (s) indicated on the proforma invoice shall be on DDP basis for local suppliers and DAP basis for foreign suppliers.*
- h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is affected.*

16.8 KPLC shall have the sole discretion to accept or decline any Supplier's payment request through Letters of Credit without giving any reason for such decline.

17. Interest

Interest payment by KPLC is inapplicable in the contract.

18. Prices

- 18.1 Subject to clause 19 herein-below, prices charged by the Supplier for goods delivered and services performed under the contract shall, be fixed for the period of the contract with no variations.
- 18.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

19. Variation of Contract

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

- a. After twelve months from the date of signing the contract;*
- b. For quantity variation for goods, the variation shall not exceed fifteen percent (15%) of the original contract quantity.*
- c. The quantity variation must be executed within the period of the contract.*

20. Assignment

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

21. Subcontracts

- 21.1 The Supplier shall notify KPLC in writing of all awards to subcontractors under this contract if they were not specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Notwithstanding any sub-contracting, the Supplier shall be fully responsible for the Contract.

22. Termination of Contract

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

- 22.4 In the event that KPLC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered or not rendered, and the Supplier shall be liable to KPLC for any excess costs for such similar goods and or any other loss PROVIDED that the Supplier shall not be so liable where the termination is for convenience of KPLC.
- 22.5 The Parties may terminate the Contract by reason of an act of force majeure as provided for in the contract.
- 22.6 The Contract may automatically terminate by reason of an act of force majeure as provided for in the Contract.

23. Liquidated Damages

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

24. Warranty

- 24.1 The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the goods supplied under this Contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods under the conditions obtaining in Kenya.
- 24.2 This warranty will remain valid for five (5) years after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract, or for sixty (60) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier.
- 24.3 KPLC shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 24.4 Upon receipt of such a notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to KPLC.
- 24.5 If the Supplier having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KPLC may have against the Supplier under the contract.

25. Resolution of Disputes

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

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

26. Language and Law

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

27. Waiver

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

28. Force Majeure

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

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

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

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

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

28.5 *If circumstances of force majeure have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Supplier may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the Contract. If at the expiry of the period of twenty-eight (28) days, force majeure shall still continue, the contract shall terminate.*

SPECIAL CONDITIONS OF CALL-OFF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
1.	7.3, 6 Performance Security	<i>The Performance Security shall be the sum of ten percent (10%) of the contract price and shall be valid for a minimum of sixty (60) days after satisfactory delivery of goods.</i>
2.	9.4 Inspection and Tests	<i>Upon completion of manufacturing or production process it shall be mandatory for Supplier to notify in writing the date and time when KPLC nominated officers may visit for purposes of inspection of goods on order by giving reasonable notice.</i>
3.	11.1, 2 Packaging and labeling	<i>The Goods shall be packed in good conditions suitable for road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions. Each pole shall be marked permanently by impressing or stamping with the following as per the KPLC specifications: “Property of KPLC,” Manufacturer’s name, Date of treatment, KS Standard, length of pole and pole diameter.</i>
4	14.1 Transportation	<i>The Supplier shall be responsible for providing safe transportation and meet all transport expenses until delivery to the KPLC stores ready for unloading. The terms shall be strictly on Delivered Duty Paid (DDP).</i>
5.	16.1 Terms of Payment	<i>The credit period shall be thirty (30) days from satisfactory delivery, acceptance of goods, and submission of invoice together with other required and related documents.</i>
6.	24.2 Period of Warranty	<i>The manufacturer shall warrant its good against defects in material and workmanship within a period of years from the date of delivery, providing for joint inspection between Kenya Power and the manufacturer to determine any pole that is defective to facilitate replacement and disposal of such defective goods free of cost. The Warranty will remain valid for after the Goods have been delivered and accepted.</i>