TENDER NO. KP1/9A.3/OT/07/FA/26-27
THREE-YEAR FRAMEWORK AGREEMENT FOR SUPPLY OF TREATED WOODEN POLES (LOCAL MANUFACTURERS ONLY)

(Primary Procurement)

TENDER DOCUMENT DATE – **29TH OCTOBER 2026**

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

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

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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).

ABBREVIATIONS

AO	Accounting Officer
CBK	Central Bank of Kenya
FWA	Framework Agreement
FWAGP	Framework Agreement General Provisions
FWASP	Framework Agreement Special Provisions
FY	Financial / Fiscal Year
GTP	Guaranteed Technical Particulars
IFT	Invitation for Tenders
ITT	Instructions to Tenderers
JV	Joint Venture
NCB	National competitive tender
PPADA	Public Procurement and Asset Disposal Act, 2015
PPADR	Public Procurement and Asset Disposal Regulations 2020
PPRA	Public Procurement Regulatory Authority
R	Responsive
NR	Not Responsive
RFQ	Request for Quotation
STD	Standard Tender Documents
TDS	Tender Data Sheet
TEC	Tender Evaluation Committee
QTY	Quantity
PPCBL	Public Procurement Capacity Building Levy

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INVITATION FOR TENDER

DATE: 29.10.2026

TENDER NO: KP1/9A.3/OT/07/FA/26-27

NAME: THREE-YEAR FRAMEWORK AGREEMENT FOR SUPPLY OF TREATED WOODEN POLES (LOCAL MANUFACTURERS ONLY)

1.1 **Introduction.**

The Kenya Power & Lighting Company Plc (KPLC) invites bids from eligible Tenderers for **Three-Year Framework Agreement for Supply of Treated Wooden Poles (Local Manufacturers Only).** Interested Eligible Tenderers may obtain further information from the General Manager- Supply Chain and Logistics, The Kenya Power & Lighting Company Plc at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

1.2 Obtaining tender documents.

1.2.1 Tender documents detailing the requirements may be obtained from the KPLC E-Procurement Portal under **RFx 1000003314**

1.2.2 Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge.

1.3 **Submission of Tender documents**

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

1.4 **Prices**

Offered Price should be inclusive of all taxes, duties, levies and delivery costs to the premises (where applicable) of KPLC or other specified site must be in Kenya Shillings and shall remain valid for Two Hundred and Ten Days **(210) days** from the closing date of the tender. ***Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT.***

1.5 **Opening of submitted Tenders**

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

1.6 **Pre Bid**

There will be no a pre-bid meeting for this tender.

PART 1 – Tendering Procedures

Section I. Instructions to Tenderers

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Section I. Instructions to Tenderers
A. General

1. Scope of Tender

1.1 In connection with the Invitation for Tenders (IFT), **specified in the Tender Data Sheet (TDS),** the Purchaser, **as specified in the TDS,** issues this Invitation for Tender (IFT) for the supply of Goods under Framework Agreement (FWA) as specified in Section V, Schedule of Requirements. The name and identification of this IFT are **specified in the TDS.**

1.2 Throughout this Tender Document:

(a) **"In writing**" means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by KPLC) 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. It excludes t official public holidays;

(d) **"Call-off Contract"** means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties to the contract are KPLC and Supplier;

(e) **"Closed Framework Agreement"**: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;

(f) **"Country"** means Kenya;

(g) **"Delivery Period"** is the specified period from the date of formation of a Call-off contract for delivery of the Goods, as per the applicable Incoterms.

(h) **"Framework Agreement (FWA)"** means the agreement between KPLC and Supplier(s) (the successful Tenderer(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;

(i) **"FWA Supplier"** means a Supplier;

(j) **"Goods"** means all goods, materials or items that the Supplier is required to supply to KPLC under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Section V: Supply Requirements, and the Framework Agreement and particularly described in a Call- off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services;

(k) **"Lead Procuring Entity"** when named in the Framework Agreement, a Lead Procuring Entity is a party to the Framework Agreement, in its capacity as: (a) the lead Entity acting on behalf of all participating Procurement Entities in managing and administering the Framework Agreement, and (b) as KPLC in its own right;

(l) **"Multi-User Framework Agreement"** means a Framework Agreement where there is more than one Procuring Entities permitted to procure through a Call-off Contract;

(m) **"Multi-Supplier Framework Agreement"** means where more than one Tenderer (Supplier) concludes a Framework Agreement for the supply of each item/Lot;

(n) **"Primary Procurement"** means the procurement process that results in concluding a Framework Agreement(s) with a successful Tenderer(s), as described in this IFT;

(o) **"Procurement Agent"** when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the Entity responsible for managing and administering the Framework Agreement, on behalf of KPLC or Procurement Entities, once it has been concluded. A Procurement Agent is not KPLC under the Framework Agreement;

(p) **"KPLC"** means The Kenya Power and Lighting Company PLC or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC)

(q) **"The Procuring Entity"** means KPLC, the entity that conducts public procurement under the Public Procurement and Asset Disposal Act, 2015;

(r) **"Related Services"** if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement Section V: Schedule of Requirements, and specifically described in a Call-off Contract;

(s) **"Secondary Procurement"** means the process described in the Framework Agreement and followed by KPLC to select an FWA Supplier, and award a Call-off Contract for the supply of Goods through a *mini-competition*;

(t) **"Single-User Framework Agreement"** means a Framework Agreement where only one User (Entity) concludes the FWA;

(u) **"Single-Supplier Framework Agreement"** means a Framework Agreement where only one Tenderer (Supplier) concludes a Framework Agreement for the supply of each item/Lot;

(v) **"Supplier"** means a Tenderer that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a "FWA Supplier";

(w) **"Term"** means the duration of a Framework Agreement starting on the Commencement Date.

2. Source of Funds

2.1 The Procuring Entity intends to apply a portion of its Budgetary Allocations toeligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Tender document is issued.

3. Corrupt and Fraudulent Practices

3.1 KPLC 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.

3.2 KPLC 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.

3.3 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, KPLC shall indicate in the **Tender 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

4. Eligible Tenderers

4.1 A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria: -

a) the tenderer has the legal capacity to enter into a contract for procurement or asset disposal;

b) the tenderer is not insolvent, in receivership, bankrupt or in the process being wound up;

c) the tenderer, if a member of a regulated profession, has satisfied all the professional requirements;

d) the tenderer and his or her sub-contractor, if any, is not debarred;

e) the tenderer has fulfilled tax obligations;

f) the tenderer has not been convicted of corrupt or fraudulent practices;

g) Is not guilty of any serious violation of fair employment laws and practices.

4.2 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 4.1 above

4.3 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT 4.9, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.

4.4 Public Officers and Board members of KPLC, their close relatives (Spouses or Children), are not eligible to participate in the tender.

4.5 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.

4.6 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

b) receives or has received any direct or indirect subsidy from another Tenderer; or

c) has the same - representative or ownership as another Tenderer; or

d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of KPLC regarding this Tendering process; or

e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or

f) or any of its affiliates has been hired (or is proposed to be hired) by KPLC or Procuring Entity for the Contract implementation; or

g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of KPLC (or of the project implementing agency, who:

i. are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or

ii would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to KPLC throughout the Tendering process and execution of the Contract.

4.7 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified

4.8 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved.

A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. 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.

4.9 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

4.10 A Tenderer that has been debarred by the PPRA 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 PPRA's website www.ppra.go.ke

4.11 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state 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. Public employees and their close relatives are not eligible to participate in the tender.

4.12 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods 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 KPLC, as KPLC shall reasonably request.

4.13 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

4.14 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS.

4.15 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.

4.16 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Eligible Goods and Related Services

5.1 For purposes of this ITT, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.

5.2 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

5.3 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:

a) motor vehicles, plant and equipment which are assembled in Kenya;

b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or

c) Goods manufactured, mined, extracted or grown in Kenya.

5.4 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.

B. Contents of the IFT Document

6. Sections of Tendering Document

6.1 The Tender document consists of Parts 1 and 2, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I - Instructions to Tenderers (ITT)
- Section II – Tender Data Sheet (TDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Tendering Forms
- Section V - Schedule of Requirements
- Section VI – Technical Specifications

- Section VII - Framework Agreement Forms
- Section VIII – Framework Agreement General Provisions
- Section IX – Framework Agreement Specific Provisions

PART 2 SECONDARY PROCUREMENT

- Section X - Secondary Procurement Methods
- Section XI – Formation of Call off Contracts
- Section XII – Communicating Award of call off contracts
- Section XIII– Complaint about award of call off contract
- Section XIV – Call off contract General Conditions
- Section XV – Call off contract Specific Conditions
- Section XVI – Secondary Procurement Forms

6.2 The notice of Invitation for Tender (IFT) or the notice to the prequalified Tenderers issued by KPLC is not part of the tendering document.

6.3 Unless obtained directly from KPLC, KPLC is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT 7.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Clarification of Tendering Document

7.1 A Tenderer requiring any clarification of the Tender Document shall contact KPLC in writing at KPLC's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.2. KPLC will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. KPLC shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS,** KPLC shall also promptly publish its response at the web page identified in the **TDS.** Should the clarification result in changes to the essential elements of the Tender Documents, KPLC shall amend the Tender Documents following the procedure under ITT 8.

7.2 KPLC shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The Tenderer is requested to submit any questions in writing, to reach KPLC not later than the period specified in the **TDS** before the meeting.

7.4 Minutes 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 in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

7.5 KPLC shall also promptly publish anonymized (*no names*) Minutes 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-Tender meeting shall be made by KPLC exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre- Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tendering Document

8.1 At any time prior to the deadline for submission of Tenders, KPLC may amend the tendering documents by issuing addenda.

8.2 Any addendum issued shall be part of the tendering documents and shall be communicated in writing to all who have obtained the Tender Document from KPLC in accordance with ITT 6.2. KPLC shall also promptly publish the addendum on KPLC's web page in accordance with ITT 7.5.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, KPLC may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and KPLC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Language of Tender

10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and KPLC, shall be written in 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 translation of the relevant passages into the English Language**,** in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

(a) Form of Tender prepared in accordance with ITT 12;

(b) Price Schedules: completed in accordance with ITT 12 and ITT 14;

(c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19;

(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 ITT20.3;

(f) Qualifications: documentary evidence in accordance with ITT 17.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;

(g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;

(h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 16, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;

(i) Conformity: documentary evidence in accordance with ITT16.2 that the Goods and Related Services conform to the tender document; and

(j) 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 Agreement.

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

12. Form of Tender and Price Schedules

12.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

13. Alternative Tenders

13.1. Alternative Tenders shall not be permitted in this Primary Procurement process unless otherwise stated in the **TDS**.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.

14.2 Tenderers shall provide their prices in the Price Schedules, as specified **in the TDS**.

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, excluding any discounts offered.

14.4 The tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

14.5 For the purpose of Secondary Procurement, the price(s) offered by the Tenderer shall be treated as set out in the Framework Agreement Specific Provisions.

14.6 The terms EXW, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the TDS**.

14.7 Prices shall be quoted as specified in each Price Schedule included in **Section IV**, Tender Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by KPLC. This shall not in any way limit KPLC's right to award a Call-off contract on any of the terms offered. Prices shall be entered in the following manner:

a) For Goods manufactured in Kenya:

i. the price of the Goods quoted EXW (ex-works, ex- factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

ii. any sales tax and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier); and

iii. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier) specified in the TDS.

b) For Goods manufactured outside Kenya to be imported:

i. the price of the Goods quoted DDP named place of destination, in Kenya, as specified in the TDS;

ii. the price for inland transportation, insurance, custom duties and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier), specified in the TDS;

c) For Goods manufactured outside Kenya already imported:

i. the price of the Goods, including the original import value of the Goods, plus any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

ii. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

iii. the price of the Goods obtained as the difference between (i) and (ii) above;

iv. any sales and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier); and

v. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier), specified in the TDS.

d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Tender and Payment

15.1 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

15.2 The Tenderer shall quote in Kenya **shillings**. If allowed in the TDS, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

15.3 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

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

16.2 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section V, Schedule of Requirements.

16.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by KPLC.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by KPLC in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to KPLC's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Tenderer

17.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Letter of Tender, included in Section IV, Tender Forms.

17.2 The documentary evidence of the Tenderer's qualifications to Award a Framework Agreement, and/or to perform any Call-off contract(s) if awarded, shall establish to KPLC's satisfaction:

(a) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tender Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;

(b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if award a Call-off Contract(s)) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

(c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. 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 KPLC in accordance with ITT 22.1). A Tender valid for a shorter period shall be rejected by KPLC as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, KPLC 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 a corresponding 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, except as provided in ITT 24.

18.3 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 KPLC in accordance with ITT 22.1). A Tender valid for a shorter period shall be rejected by KPLC as non-responsive.

18.4 In exceptional circumstances, prior to the expiration of the Tender validity period, KPLC 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 a corresponding 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, except as provided in ITT 24.

19. 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.**

19.2 The Tender Security or Tender-Securing Declaration shall cover the Minimum Quantity or Value specified in the FWA Tender Data Sheet. A Tender Security or Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

19.3 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 option:

a) Cash;
b) A bank guarantee;
c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
d) A letter of credit; or
e) Guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

19.4 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless KPLC has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by KPLC prior to Tender submission. 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 22.2.

19.5 If a Tender Security is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by KPLC as non-responsive.

19.6 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 signing the FWA. KPLC shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a Tenderer declines to extend tender validity period.

19.7 The Tender Security of the successful Tenderers in the Primary Procurement Process shall be returned as promptly as possible once the successful Tenderer in the Secondary Procurement has signed the initial Call-off Contract and furnished the required Performance Security.

19.8 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 in the Form of Tender, or any extension thereto provided by the Tenderer; or

b) if the successful Tenderer fails to:

i) sign a Call-off Contract in accordance with ITT 44; or

ii) Furnish a Performance Security in accordance with GCC7.

19.9 Where tender securing declaration is executed, KPLC shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

19.10 The Tender Security or Tender- Securing Declaration of a JV must 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 Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT4.3 and ITT 11.2.

19.11 A tenderer shall not issue a tender security to guarantee itself.

20. Format and Signing of Tender

20.1 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.

20.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 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 each members' 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. Sealing and Marking of Tenders

21.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container or electronic as specified in the **TDS**. 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 KPLC 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 an 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.

21.2 The inner and outer envelopes shall:

(a) Bear the name and address of KPLC.

(b) Bear the name and address of the Tenderer; and

(c) Bear the name and Reference number of the Tender.

21.3 Where a tender package or container cannot fit in the tender box, KPLC shall:

a) Specify in the TDS where such documents should be received.

b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.

c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

21.4 If an envelope or package or container is not sealed and marked as required, KPLC will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by KPLC at the address and no later than the date and time 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 KPLC may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 7.5, in which case all rights and obligations of KPLC and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

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

24. Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) 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 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

b) received by KPLC 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 23.1 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 as in the cases specified in ITT 23, KPLC shall, at the Tender opening, 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 choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. 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.

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 Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as KPLC may consider appropriate.

25.5 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 Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of KPLC to sign shall be specified in the TDS.

25.6 KPLC shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.7 KPLC shall prepare a record of the Tender opening that shall include, as a minimum:

a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) the Tender Price, per lot (contract) if applicable, including any discounts;

c) any alternative Tenders;

d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;

e) Number of pages of each tender document submitted.

25.8 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

26. Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation to Award a Framework Agreement(s), shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification to Award the Framework Agreement is transmitted to the successful tenderer in accordance with ITT 41.1.

26.2 Any effort by a Tenderer to influence KPLC in the evaluation or decision to Award a Framework Agreement(s) may result in the rejection of its Tender.

26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of the Framework Agreement being concluded, if any Tenderer wishes to contact KPLC on any matter related to the Tendering process, it should do so in writing.

27. Clarification of Tenders

27.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, KPLC may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by KPLC shall not be considered. KPLC'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 KPLC 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 KPLC's request for clarification, its Tender may be rejected.

28. 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 tendering document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

29. Determination of Responsiveness

29.1 KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.1.

29.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. Mandatory responsiveness requirements include meeting eligibility criteria specified in ITT 4, signature of the Tender by authorized signatory, provision of the required securities and manufacturers authorization (where applicable). Additional responsiveness requirements are indicated in the TDS. A material deviation, reservation, or omission is one that:

a) if accepted, would:

i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

ii. limit in any substantial way, inconsistent with the tendering document, KPLC's rights or the Tenderer obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3 KPLC shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation, or omission.

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

30. Non-conformities, Errors and Omissions

30.1 Provided that a Tender is substantially responsive, KPLC may waive any non-conformities in the Tender.

30.2 Provided that a Tender is substantially responsive, KPLC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission 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, KPLC shall rectify quantifiable nonmaterial 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. The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, KPLC shall use its best estimate.

31. 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, KPLC 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 of the tender as non-responsive .

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total Tender 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

c) 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 Tender during the notification of award.

32. Conversion to Single Currency

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

33. Margin of Preference

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

33.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, KPLC shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

a) motor vehicles, plant and equipment which are assembled in Kenya;

b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or

c) Goods manufactured, mined, extracted or grown in Kenya.

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

33.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 33.5.

33.5 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, KPLC shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the TDS. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

34. Evaluation of Tenders

34.1 KPLC shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria in deciding to Award a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.

34.2 KPLC will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 29.

34.3 To evaluate a Tender, KPLC shall consider the following:

(a) Evaluation will be done for Items or Lots, as specified in the TDS; and the Tender Price as quoted in accordance with ITT 14;

(b) Price adjustment for correction of arithmetic errors in accordance with ITT 31.1;

(c) Price adjustment due to unconditional discounts offered in accordance with ITT 14.4;

(d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 30.3; and;

(e) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.4 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Tender evaluation.

34.5 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Tender evaluation.

34.6 KPLC's evaluation of a Tender will exclude and not take into account:

(a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Tenderer;

(b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Tenderer;

(c) If applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in Section IX: Framework Agreement Specific Provisions.

34.7 The Procuring Agency's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services or geographic location. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from amongst those set out in Section III, Evaluation and Qualification Criteria.

35. Comparison of Tenders

35.1 KPLC shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 29 to determine the ranking of the Tenders based on the lowest evaluated cost. The comparison shall be on the basis of DDP (place of final destination) prices for imported Goods and EXW prices, custom duties plus cost of inland transportation and insurance to place of destination, for Goods manufactured within Kenya, together with prices for any required installation, training, commissioning and other Related Services.

36. Abnormally Low Tenders

36.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with KPLC as to the capability of the Tenderer to perform the Contract for the offered Tender price.

36.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, KPLC shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

36.3 After evaluation of the price analysis, in the event that KPLC determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, KPLC shall reject the Tender.

37. Abnormally High Tenders

37.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that KPLC is concerned that it (KPLC) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

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

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

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

38. Post-Qualification of the Tenderer(s)

38.1 Before concluding a Framework Agreement(s), KPLC shall determine to its satisfaction whether the eligible Tenderer(s) with substantially responsive Tender(s) meets the qualifying criteria specified in **Section III**, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 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 subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

38.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event KPLC shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

39.1 KPLC reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to the conclusion of a Framework Agreement(s), without

thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Conclusion of a Framework Agreement

40. Framework Agreement Criteria

40.1 This is a closed Framework Agreement. No new firm(s) may Award Framework Agreement(s) during the Term of the Framework Agreement.

40.2 KPLC shall specify in the TDS and Section III - Evaluation and Qualification Criteria, the Criteria that will apply in the selection of Tenderer(s), with whom a Framework Agreement(s) may be concluded.

41. Notification to Award a Framework Agreement

41.1 Prior to the expiration of the Tender Validity Period, KPLC shall transmit to the successful Tenderer(s) a Notification to Award a Framework Agreement attaching the Framework Agreement for signature by the Tenderer.

42. Obligation to Procure

42.1 The conclusion of a Framework Agreement shall not impose any obligation on KPLC to procure any Goods under the Framework Agreement.

43. Stand-still Period

43.1 Signing of the Framework Agreement shall not be done earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint.

43.2 Where standstill period applies, it shall commence when KPLC has transmitted to each Tenderer the Notification to Award a Framework Agreement to the successful Tenderer(s).

44. Signing of the Framework Agreement

44.1 Upon the expiry of the fourteen days of the Notification Award a Framework Agreement and upon the parties meeting their respective statutory requirements, KPLC shall send the successful Tenderer(s) the Framework Agreement.

44.2 Within fourteen (14) days of receipt of the Framework Agreement, the successful Tenderer shall sign, date, and return it to KPLC.

44.3 The Framework Agreement shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

45. Publication of the Conclusion of Framework Agreement Notice

45.1 Within fourteen days after signing of the Framework Agreements, KPLC shall publish and publicize the Framework Agreements at its notice boards, entity website; and on the Website of the

Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

a) name and address of KPLC;

b) name and reference number of the Framework Agreements, a summary of its scope and the selection method used;

c) the name of the successful Tenderers and the duration of the Framework Agreement;

d) dates of signature, commencement and completion of the Framework Agreement;

46. Procurement Related Complaint

46.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

Section II. Tender Data Sheet (TDS)

The following specific data for the goods to be procured 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.

ITT Clause Reference	Details
	A. General
ITT 1.1	The reference number of the Invitation for Tenders (IFT) is: **KP1/9A.3/OT/07/FA/26-27**
	The Procuring Entity is: **The Kenya Power And Lighting Co. PLC**
	The name of the IFT is: **Three-Year Framework Agreement for Supply of Treated Wooden Poles (Local Manufacturers only)** Details of the Goods being procured are as tabulated in the Schedule of Requirement.
ITT 1.2(a)	**Electronic – Procurement System** KPLC shall use the following electronic-procurement system to manage this tendering process: **SAP Tendering Portal on www.kplc.co.ke (NB: Bidders are required to log on and register via this link to be able to participate in this tender)** The electronic-procurement system shall be used to manage the following aspects of the tendering process: (**Issuing Tendering document, submission of Tenders, opening of Tenders**) Proof of receipt will be done via the bidder's **Submitted Response Number** for ***RFx 1000003314***
ITT 1.2(m)	A minimum of **seven (7)** tenderers must be selected to conclude a Framework Agreement. In case the qualified bidders are less than seven, only the first call off contract will be awarded.
ITT 3.1	The declaration not to engage in corruption is provided for in Section IV under clause …**2**… of the Self-Declaration form **FORM SD1& SD2**
ITT 4.1	1. This Invitation to Tender is open to **Local Manufacturers Only**, who satisfy the requirements of this clause. **2.** Newly established local Treatment Plants/ Manufacturers will be eligible to bid for **Lot 2** only
ITT 4.1(d) & 4.10	1. A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke 2. Tenderers with any record of unethical practice or unsatisfactory or default in performance shall not be considered for evaluation, award or otherwise. For avoidance of doubt, this shall include any tenderer with unresolved case(s) in its conduct or performance obligations for more than two (2) months in any contract.
ITT 4.3 & 4.8	This clause of joint venture is not applicable.
ITT 4.4	Definition of relative shall be as provided for under **Section 59(2)(b)** of the Public Procurement and Asset Disposal Act, 2015
ITT 5.3	Goods manufactured in Kenya only.
	A. Contents of the IFT Document

ITT Clause Reference	Details
ITT 7.1	For **Clarification of Tender purposes** only, KPLC's address is: 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 and Website: **www.kplc.co.ke**
ITT 7.2	There will be no pre-bid meeting.
ITT 7.3	KPLC will publish its response at the website on www.kplc.co.ke The inquiries must be received by KPLC at least **seven (7) days** before tender closing date.
ITT 14.2	*Tenderers shall quote on **Delivered Duty Paid (DDP)***
ITT 15.2	The price offered **shall be in Kenya Shillings.**
ITT 16.2	The documentary evidence of conformity of the Goods to the Tender Document may be in the form of literature, drawings and data, and shall consist of: - 1) Pursuant to Clause 16.2, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the Tender Document of all Goods that the Tenderer proposes to supply under any Call-off contract. 2) The documentary evidence of the eligibility of the Goods shall consist of a statement in the Price Schedule of the country of origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment. 3) The documentary evidence of conformity of the Goods to the Tender Document may be in the form of literature, drawings and data, and shall consist of: - a. a detailed description of the essential technical and performance characteristics of the Goods whether in brochures, catalogues, drawings or otherwise; b. a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing functioning of the Goods for a minimum period of one (1) year following commencement of the use of the Goods by KPLC, and; c. **Duly completed Schedule of Guaranteed Technical Particulars (GTP)** as per Technical Specifications (Section VI). d. Pursuant to ITT 16.2 and 38.3 successful tenderers shall be required to submit GTPs including technical drawings for **approval before manufacture**. 4) Specifications demonstrating substantial responsiveness of the Goods and service to those specifications and, if any, a statement of deviations and exceptions to the provisions of the Technical Specifications. 5) For all Goods offered, the Tenderer shall be required to demonstrate that the Goods or products conform to required standards by evidence of a **Type Test Certificate** and its Report, or, Test

ITT Clause Reference	Details
	Certificates and their Reports issued by a third party testing **laboratory accredited to ISO/IEC 17025**. A copy of the **accreditation certificate to ISO/IEC 17025 of the testing laboratory** shall be submitted together with the tender. KPLC reserves the right to subject the certificate(s) to authentication. Type Test Certificates and Type Test Reports shall NOT be more than five (5) years old prior to the Date of the Tender document. 6) Where the Tenderer proposes to supply locally manufactured Goods, and any local (i.e. Kenyan) testing body lacks the necessary accreditation certificate or ability mentioned in 4 above, the certificate issued by such local testing body shall be accepted within the meaning of number 4 notwithstanding the absence of the accreditation certificate(s). 7) Where in any case not provided for in clauses 4 and 5 above, the acceptance of Goods for purposes of evaluation or otherwise shall be at the sole discretion of KPLC. However, the Tenderer shall submit satisfactory evidence prior to application of this sub-paragraph. 8) For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3, 4, 5 and 6 above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by KPLC in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards, brand names, and or catalogue numbers in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. 9) **Warranty:** Tenderers must also provide a Warranty that warrants that: a) The Goods to be supplied under the intended contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. b) The Warranty shall also warrant that 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. c) The Warranty will remain valid for **as stated in the specifications** after the Goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.
ITT 17	1) Pursuant to clause 17, the Tenderer shall furnish, as part of its Tender, **documents establishing the Tenderer's eligibility** to tender and its qualifications to perform the contract if its Tender is accepted. 2) The documentary evidence of the Tenderer's eligibility to tender shall establish to KPLC's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible source country as defined under clause 5.1. 3) The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction – a) That the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified Section III, Evaluation and Qualification Criteria including a current **Tax Compliance Certificate** issued by the relevant

ITT Clause Reference	Details
	tax authorities and **Audited Financial Accounts** for the **last Eighteen (18) Months**, audited by an auditor with a valid ICPAK practicing license. b) That the Tenderer has the technical and production capability necessary to perform the contract and meets the technical requirements specified in Section III & VI. c) that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications. (not applicable) d) Tenderer shall submit names of previous customers of similar Goods and **reference letters or completion certificates** confirming completion of orders on schedule by tenderer one from KPLC and / or at least **Three (3)** from other previous customers of Treated Wooden Poles.
ITT 18	Tender Shall remain valid for **One Hundred and Eighty (180) days** after date of tender opening. A Tender valid for shorter period shall be rejected.
ITT 19	A Tender Security valid for **210 days** shall be required in form of bank guarantee or a guarantee by a deposit taking micro-finance institution or Sacco Society. The amount and currency of the Tender Security shall be **Kshs. 1,000,000.00 (Kenya Shillings One Million)** ***The Original Tender Security should be kept in an envelope clearly labelled with the Tender number & name, and shall be deposited in the Tender Security Box on 3rd Floor Supply Chain at Stima Plaza, Kolobot Road, before the tender opening time.***
ITT 20	The tendering documents are to be submitted in electronic format on the KPLC SAP tendering portal on **www.kplc.co.ke**
ITT 20.3	The written confirmation of authorization to sign on behalf of the tenderer shall consist of; (a) A company resolution in case of a Director signing (not applicable where the company has got only one director, or where all Directors have signed) (b) **Power of Attorney** where a person other than the director signing accompanied by a company resolution.
	D. Submission and Opening of Tenders
ITT 21	Mode of submission will be electronic through the KPLC SAP tendering portal
ITT 22	Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in **PDF form**.
ITT 24	Withdrawals, substitutions or modifications can be done through the KPLC tendering portal before the tender closing time
ITT 25	Public opening will be done through the KPLC tendering portal at Stima Plaza, Auditorium as specified in the KPLC Tendering Portal.
	E. Evaluation and Comparison of Tenders
ITT 28	Deviations, reservations or omissions shall not apply

ITT Clause Reference	Details
ITT 29.2	a. Prior to the detailed Technical and Financial evaluation, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. b. KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the Section III - Evaluation Criteria. c. Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Tenderer by correction of any non–conformity.
ITT 29.3	KPLC will evaluate and compare the Tenders that have been determined to be substantially responsive in compliance to the Technical requirements set out in the Tender Document
ITT 30	The manner to rectify quantifiable non-material non-conformities shall be addressed under Section III Evaluation and Qualification Criteria
ITT 31.2 (c)	Arithmetical errors shall not be corrected. 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.
ITT 32	The applicable currency for this tender shall be Kenya Shillings Only.
ITT 33.3	Margin of Preference is not applicable for this tender.
ITT 34	1. Evaluation of tender shall be done on item by item basis. 2. The consideration of other factors during the evaluation, in addition to the Tender Price quoted, include the factors set out below as more fully described in Section III – Evaluation and Qualification Criteria.
ITT 38.3	1. Pursuant to ITT 16.2 and 38.3 successful tenderers shall be required to submit GTPs including a technical drawing for **approval before manufacture.**
	F. Conclusion of a Framework Agreement
ITT 40.1	KPLC shall award the Framework Agreements in the Primary Procurement and the subsequent Call-off contracts in the Secondary Procurement following the criteria set out here below: **1. Award of Framework Agreements (Primary Procurement):** a) KPLC shall select a minimum of seven (7) Tenderers who meet the evaluation and qualification criteria and whose Tenders have been determined to be substantially responsive to conclude the Framework Agreement; b) All technically compliant Tenderers shall be ranked in terms of **lowest evaluated Base price per item**, with the first ranked being the lowest evaluated price, the second ranked being the second lowest evaluated price per item, and so on. **2. Award of First Call-off Contract (Secondary Procurement):** a) Award shall be to the technically complaint tenderer(s) with the lowest evaluated base price per item per lot as per their eligibility as stated above under ITT 4.1 and Subject to (b) below. b) Each successful bidder will be awarded **One (1) Item for Lot 1 & 6** and **Two (2) items for Lot 2,3,4 5 & 7** subject to (c) below If a tenderer emerges the lowest in more than one item in a

ITT Clause Reference	Details
	particular lot they will be awarded the item with highest quantity in that lot. Consequently, the subsequent items will be allocated based on the highest quantity and lowest price per item per lot until all the items are allocated provided that the price of the subsequent lowest tenderer is within the prevailing market price subject to (c), (d), (e), and (f) here below. c) 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 in a particular lot, notwithstanding (b) above. d) In case of a tie, the bidder with better supplier performance or delivery capacity will be considered first and if the bidders have equal capacity or delivery performance the quantity will be split among the bidders; e) Tenderers must quote for **all storage locations** in a given lot in order to qualify for award of that specific lot. f) KPLC shall also take into consideration the following: Drying Kiln Threshold i) A fully operational wooden poles drying kiln in good working condition shall be required for stores with minimum requirement of 4000 pcs for 10m, 3000pcs for 11m, 3000pcs for 12m & 2000 Pcs for 14m and any other sizes as long as the price is competitive.(Minimum Kiln Capacity is 200 pcs) ii) Delivery capability as per information given in the Capacity Declaration form. This shall include quantity of ready stock that can be delivered within two (2) weeks from issuance of LPO provided that the price is competitive; iii) Timely Delivery as per delivery schedule and satisfactory performance (at least **50%** delivery of previous orders with the exception incidences of delays attributable to KPLC). **3. Award of subsequent Call-off Contracts (Secondary Procurement):** a) KPLC will prepare a Mini-competition Financial Bid (MFB) **as and when** required and invite all eligible Suppliers holding a Framework Agreement selected following criteria number one (1) above to submit competitive bids following the procedure below and in Section X, clause 1.2 ; b) KPLC shall award to the Supplier whose Financial Bid is determined to have the lowest evaluated price following criteria described in number two (2) from (b) to (f) above and Section X. **Note:** In the event the successful Tenderer/Supplier is not able to sign the FWA with KPLC, the award shall be annulled and the Purchaser may award the next lowest evaluated Tenderer of that particular item whose offer is substantially responsive and is determined to be qualified to perform a Call-off contract satisfactorily.
ITT 44	**Signing the Framework Agreement** 1. The Tenderer shall sign, date and return the Framework Agreement within *Seven [7] days* of receipt of the same. 2. In the event the successful bidder is not able to sign a contract with the Purchaser the award shall be annulled and the Purchaser may award to the next lowest evaluated bidder of that particular Lot whose offer is substantially responsive and is determined to be qualified to perform the contract satisfactorily.

Section III. Evaluation and Qualification Criteria

This Section contains the criteria that KPLC shall use to Award a Framework Agreement(s). The criteria and methodology described is to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used other than specified in this IFT document for the Primary Procurement process.

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3.0 Evaluation of Tenders (ITT 34)

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

3.1 Part 1 - Preliminary Evaluation Criteria under ITT 29.2. These are mandatory requirements. This shall include confirmation of the following: -

3.1.1 S*ubmission of Tender Security - Checking its validity, whether it is Original; whether it is authentic, whether it is sufficient, whether it is issued by a local bank or Microfinance; Institution, whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*

3.1.2 Submission of duly filled Manufacturer's Capacity Declaration form (Form 3.1).

3.1.3 Confirming that the Tender is valid for the period required and the following: -

3.1.4 Submission and considering Tender Form duly completed, signed and stamped and the following:

- ***a.*** *Certificate of Independent Tender determination*
- ***b.*** *Self-Declaration forms (Form SD1&SD2)*
- ***c.*** *Declaration and Commitment to the code of Ethics*

3.1.5 Submission and considering the following: -

a) Company or Firm's Registration Certificate

b) PIN Certificate.

c) Valid Tax Compliance Certificate.

d) Valid Business Permit

d) Names with full contact as well as physical addresses of previous customers with (3) Three reference ***letters or completion certificate*** *issued within the last Three (3) years confirming completion of orders on schedule by tenderer from KPLC or at least* ***Three (3) other previous customers*** *of treated wooden poles. (****Note:*** *New manufacturers will be exempted from this requirement but subjected to all other clauses in this section)*

3.1.6 Submission and considering the Confidential Business Questionnaire: -

a) Is fully filled, signed and stamped.

b) That details correspond to the related information in the bid.

c) That the Tenderer is not ineligible as per ITT 4.

3.1.7 Submission and considering the Certificate of Confirmation of Directors (CR12) which should be not more than 12 months old.

3.1.8 Submission of Copies of relevant Type Test Certificates and their Reports or Test Certificate and their Reports from the designated bodies.

3.1.9 Submission of a copy of accreditation certificate for the testing body to ISO/ IEC 17025 (Applicable for firms without KEBS certification).

3.1.10 Submission of a copy of:-

a) Manufacturer's Warranty Form, duly filled, signed and stamped.

b) A copy of the Manufacturer's valid quality management system certification i.e. ISO 9001:2015 for goods and/or valid KEBS Diamond Mark of Quality and/or Standardization Mark Certificate for goods manufactured in Kenya.

c) Technical Drawings and Catalogues and/or Brochures

d) Schedule of Guaranteed Technical Particulars (GTPs) as per tender specifications.

e) A copy of an Annual Environmental Audit (EA) by NEMA's authorized auditor / Lead Expert for the manufacturing plant or Acknowledgment letter signed and stamped by NEMA confirming submission of the annual EA report or a valid EIA license for new Treatment Plants. (Audit should not be more than 3 years old)

f) A copy of Pest Control Products Board License or annual Audit Receipts done within the year.

3.1.11 Submission of duly completed and signed Guaranteed Lead Time (GLT) Form.

3.1.12 Checking submission of duly filled Financial Situation and Historical Financial Performance Form (Form 3.3) and a copy of the latest Audited Financial Statements which should not be more than eighteen (18) months old accompanied by a copy of the ***Auditor's/Audit's firm valid ICPAK practicing license****. (In case of a new plant, a copy of certified Bank Statement covering a minimum period of at least six (6) months prior to the date of the tender document)*

3.1.13 Submission of duly filled ***Historical Contract Default in performance and/or unresolved cases*** *form (Form 3.2). Records of unethical practices or unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its conduct or performance obligations for more than two (2) months in any contract where the failure to resolve is not attributable to KPLC.*

3.1.14 Notwithstanding the above, considering any outstanding orders/Supplier Performance Review Scheme (SPRS) and/or misconduct where applicable and the production capacity indicated by the Tenderer. Bidders with over 50% existing Kplc overdue orders shall not proceed for further evaluation provided the cause of non-performance is not attributed to KPLC.

Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under ITT 29.2.

3.2 Part II - Technical Evaluation Criteria under ITT 29.3.

3.2.1 Stage 1 of II – Technical Evaluation Criteria under clause 29.3 of the ITT. Evaluation of the relevancy of the following technical information against Tender requirements and Specifications: -

3.2.1.1 For goods manufactured outside Kenya, applicable relevant ISO 9001:2015 valid certification

3.2.1.2 For Goods manufactured in Kenya - valid KEBS Mark of Quality Certificate and / or KEBS Standardization Mark Certificate

3.2.1.2 Type Test reports and certificates from the relevant International or National Testing/Standards Authority or ISO/IEC 17025 accredited independent laboratory for full compliance with Tender Specifications

3.2.1.3 The accreditation certificate for the testing laboratory to ISO/ IEC 17025 ***(Applicable for firms without KEBS Certification)***

3.2.1.6 As contained in the following documents –

a) Manufacturer's Warranty duly filled, signed, and stamped

b) Drawings and Catalogues and/ or Brochures

c) Schedule of Guaranteed Technical Particulars as per Technical Specifications.

3.2.1.7 Historical financial performance: Considering the submitted audited financial statements are those that are reported within the last eighteen (18) calendar months from the tender document date. Confirming the ***auditor/audit firm has a valid ICPAK Practicing License and information Filled under form 3.3 financial situation & Financial Historical Performance.***

Table 1: Mandatory Technical Requirements (against Tender Requirements and Technical Specifications). Verification and consideration of the following: -

NO	Criteria	KPLC Requirement	Bidder's Offer – Yes or No
1	Valid ISO 9001:2015 certification	Applicable for goods manufactured outside Kenya	
2	Valid KEBS Diamond Mark of Quality Certificate or KEBs Standardization Mark certificate	Applicable for goods manufactured in Kenya	
3	Type Test reports and certificates from the relevant International or National Testing/Standards Authority or ISO/IEC 17025 accredited independent laboratory for full compliance with Tender Specifications	Shall NOT be more than five (5) years old prior to the Date of the Tender document.	

4	Accreditation certificate for the testing laboratory to ISO/ IEC 17025 *(Applicable for firms without KEBS)*	Should be relevant to the tender and from designated body	
5	Drawings and Catalogues/Brochures	Relevancy to the Tender (Shall be those from the manufacturer / Tenderer)	
6	Full compliance of Guaranteed Technical Particulars	Required as per specifications	
7	Manufacturer's Warranty	Required in the format given in the Tender document	
8	Financial Statements	Valid ICPAK Practicing License or certified bank statement for new plant	
		Latest is not more than 18 months	

NOTES TO TABLE 1:

1. Where the Tenderer's offer fails to satisfy any one or more of the requirements as per the Criteria in Table 1 above, that Tenderer will be declared to have failed *"Failed on Mandatory Technical Requirements."*
2. The Tenderer shall not qualify for further evaluation.
3. Where the Tenderer's offer complies with all the requirements in Table 1 above, that offer shall proceed for further evaluation as per criteria set out in Table 2.

Tenders will proceed to the Detailed Technical Stage only if they qualify in compliance with Part II clause 3.2.1 above, and Preliminary Evaluation under ITT 29.2.

3.2.2 Stage 2 of Part II – Detailed Technical Evaluation under ITT 29.3

Table 2: Detailed Technical Requirements (against Tender Requirements and Technical Specifications).

3.2.2.1 *Verification and consideration of the following: - full compliance to the Schedule of Guaranteed Technical Particulars as per Technical Specifications*

TABLE 2

	Criteria	**KPLC Requirement**	**Bidder's Offer – Yes or No**
1	Full compliance to the Schedule of Guaranteed Technical Particulars (GTPs) as Technical Specifications	Required as per specifications	

3.2.3 Stage 3 of Part II - Further Technical Evaluation

These are mandatory requirements. *The Tenderer shall provide duly filled Capacity Declaration Form as per KPLC requirements and provide additional technical evidence (attach photos as proof where necessary) to facilitate determination of capacity responsiveness: -*

TABLE 3 (a) CAPACITY DECLARATION FORM-TREATED WOODEN POLES

Table 3.1 Manufacturer's Capacity Declaration Form

No.	Capacity Detail / Requirement		KPLC Requirement	Manufacturer to indicate and attach evidence	Meets Capacity (Yes / No)
1	**Availability of Active Treatment Plant**	**Owned / Leased**	Attach Title Deed or Lease Agreement		
		Plant Insurance	Attach Valid Policy		
		Electricity Bill	Attach Electricity Bill (not older than 2 months)		
2	**No. of Poles Per Charge**	**10m(140mm)**	State		
		11m (180mm)	State		
		12m (180mm)	State		
		14m (200mm)	State		
		15m (200mm)	State		
		18m (200mm)	State		
4	**No. of Treated Ready Stocks excluding pending orders (where applicable)** *(To be delivered within 2 weeks after LPO issuance)*	**10m(140mm)**	State		
		11m (180mm)	State		
		12m (180mm)	State		
		14m (200mm)	State		
		15m (200mm)	State		
		18m (200mm)	State		
5	**Availability of Key Personnel**	**Qualification**	Production Manager being a Wood Scientist & Technologist		
		Academic Level	Certified Degree		
		Employment status	Attach Letter of Employment or Contract and Confirmation statement from the wood scientist		
6	**Availability of Source of Raw Poles**		Attach statement of (Own or from Farmers)		

No.	Capacity Detail / Requirement		KPLC Requirement	Manufacturer to indicate and attach evidence	Meets Capacity (Yes / No)
7	**No. of poles undergoing seasoning (where applicable)**		State		
9	**Valid Quality Certifications**		Attach valid ISO 9001:2015, or KEBS SM/DM and Type Test Reports		
10	**Testing Instruments with valid Calibration Certificates (Indicate Serial No.)**	**a) Wood Moisture meter**	Attach valid Certificate		
		b) Vacuum Gauge	Attach valid Certificate		
		c) Pressure Gauge	Attach valid Certificate		
		d) Hydrometer	Attach valid Certificate		
		e) Thermometer	Attach valid Certificate		
12	**Quality Assurance Plan (QAP)**		Attach QAP		
13	**Instruments**	**Increment Borer**	Attach Evidence		
		Caliper / Tape measure			
		Graduated Tank			
14	**Availability of Logging Machinery**	**Tele-logger**	Attach Log Book / Lease		
		Power saw or Harvester	List Equipment's serial Nos.		
15	**Availability of Hauling trucks (Summary)**	**Owned**	Attach Log Book		
		Leased (where applicable)	Attach Lease Agreement		
16	**Seasoning Yard**		**State: Minimum 2.5 acres**		
17	**Treatment** *(NB: Successful bidders Must adhere to standard)*	**Method**	State		
		Penetration	State		
		Retention	State		
		Concentration	State		
18	**Availability of Owned-Drying Kiln** (Minimum Kiln Capacity is 200 Pcs)	**Minimum requirement per Store**	**Attach evidence of ownership and capacity:** **NB:** Required for Stores with minimum requirement of 4000 Pcs for 10m, 3000 Pcs for 11m, 3000 Pcs for 12m & 2000 pcs for 14m		
		Operational Status	Must be operational, in good working Condition & for poles		
19	**Availability of Strength Test facility/rig**		State		
20	**Environmental Sustainability and Conservation initiatives to improve forest cover**		Operational tree nursery (Verifiable) & Staff		
Overall Criteria Score					**Pass / Fail**

NOTES ON TABLE 3.1

1. Key Personnel

1.1 The key personnel is for the proposed Manufacturing plant, if Bidder is manufacturer. The Bidder shall provide documentary evidence to support the qualifications of key personnel of the manufacturer.

1.2 Evidence of key personnel will be through: -

Employment/appointment letters, contracts of the key personnel including length of service and termination date

a. Written confirmation of (a) by the particular key personnel
b. Curriculum Vitae (CV/resume) of the key personnel
c. Copies of certified relevant degree, diploma or other certificates
d. Confirmation statement from the wood scientist.

2. Evidence of Treatment Plant will be through: -

a) Own: Title deed and valid insurance policy documents in case of loss or damage of the plant in favour of bidder. The policy must be valid at least up to the closing date of the Tender.

b) Leased: Lease documentation between the bidder and the owner or operator of the manufacturing plant. (Attachments to include Photographs of plant and site)

3. Availability of sufficient quantities of raw poles will be through: -

a) Valid letter (s) of allocation by the government of Kenya (GoK) or Government of importers country if sourcing for Government's Forest.

b) Sales Agreement between the Tenderer and the tea farms or Tree Plantations or Foresters for Individual or persons owning forest or three plantations or Quantities that are readily available in stock

c) If the tenderer have its own poles/ Trees /Plantations, a separate statement of prove to that effect must be attached.

In the above cases, the Tenderer must show the acreage and number of poles owned or that are available for supply. The sufficient quantities are those that correspond to the number of poles that the Tenderer indicates they can supply in their bid document

4. Evidence of logging, loading/offloading equipment and haulage trucks will be through: -

a) Documentary evidence showing make and serial numbers for equipment owned, certified copies of logbooks or other valid registration documents of the machinery in the name of the bidder or manufacturer who provided the warranty, or

b) Certified copies of legal or hire agreements for the same where they are on hire or leased or sub-contracted.

5. Evidence of calibration status will be through: -

a) Valid receipts in payment of the fees or changes for calibration;

b) Serial number where applicable and;

c) Valid calibration certificates for the Quality instruments. The certificates must be those issued not earlier than 12 months of the date of the Tender documents.

6. Tenderers **MUST** attach well labeled evidence through documentation, relevant certificates, testimonials and photos to demonstrate availability of the required capacity.

7. Pass / Fail

Only Tenderers with an Overall **Pass** will proceed for further Technical Evaluation. Only bidders with a total capacity that meets the required delivery capability will proceed for financial evaluation

Name of Tenderer

_____

Name and Designation of authorized person signing the Tender

_____

Signature of authorized person signing the Tender

_____

Stamp of Tenderer and date

_____

3.2.4.1 KPLC, at its discretion, may visit the lowest evaluated bidders to verify all/ some of the information given above as criteria for qualification of award through a due diligence exercise.

3.2.4.2 Deviations noted during the due diligence against the declaration shall result in disqualification of the bid.

Form 3.2 - Historical Contract Default in performance and/or unresolved cases

Tenderer's Legal Name: _____

Date: _____

JV Member Legal Name:

ITT No.: _____34_____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Clause 3.1.14 & 3.1.15. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Clause 3.1.14			
Contract Date	**Contract Identification / Name**	**Non-Performed Value / undelivered quantity in Kshs)**	**Reason for Default in Performance**
Pending Cases and /or Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No unresolved cases in accordance with Section III, Evaluation and Qualification Criteria, (Yes/No) ☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, (Yes/No) ☐ State any unresolved cases or pending litigation in accordance with Section III, Evaluation and Qualification Criteria, (if Yes above) --- ---			

Form 3.3 - Financial Situation and Historical Financial Performance

Tenderer's Legal Name: _____ Date: _____
JV Member Legal Name: _____ ITT No.: _____34_____
To be completed by the Tenderer and, if JV, by each member

Financial information in Kshs or equivalent	**Historic information for previous _____ (_3_) years** *(Kshs in 000s)*				
	Year 1	**Year 2**	**Year 3**	**Avg.**	**Avg. Ratio** *[Optional]*
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

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

a) Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.

b) Historic financial statements must be audited by a certified accountant.

c) Historic financial statements must be complete, including all notes to the financial statements.

d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Name of Tenderer _____

Name and Designation of authorized person signing the Tender _____

Signature of authorized person signing the Tender _____

Date and Stamp _____

Notes to Table 3 above:

1. KPLC, at its discretion, may visit the lowest evaluated bidders to verify all/ some of the information given above as a criteria for qualification of award

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

3.3 Part III – Financial Evaluation Criteria under ITT 35.1. These are mandatory requirements.

3.3.1 This will include the following: -

a) Confirmation of the authenticity and sufficiency of the submitted Tender Security.

b) Confirmation of and considering Price Schedule duly completed, signed and correctly computed.

(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)

c) Taking into account the cost of any deviation(s) from the tender requirements.

e) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: -

i) Declared maximum value of business

ii) Shareholding and citizenship for preferences where applicable.

f) Conducting a financial comparison, including conversion of tender currencies into one common currency (not applicable).

3.3.2 Confirming the following: -

3.3.2.1 that the Supplier's offered Delivery Schedule meets KPLC's requirements.

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

***NOTES: -**

1. **Total *tender value*** means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the Goods it offers to supply.
2. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.

3.4 Criteria to Award a Framework Agreement(s) (ITT 40)

The Successful Tenderer (s) shall be the one with the lowest evaluated cost subject to the award criteria set out under Clause **40.1 (2)** indicated in the Tender Data Sheet (TDS).

3.5 Post Qualification Criteria (ITT 38)

After determining the substantially responsive Tender which offers the lowest-evaluated costin accordance with **ITT 34**, KPLC may carry out the post-qualification of the Tenderer in accordance with **ITT 38**, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications.

3.5.1 KPLC will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.

3.5.2 The determination will take into account the Tenderer's financial, technical and production capabilities/ resources. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, as wellas such other information as KPLC deems necessary and appropriate.

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

3.5.4 Successful tenderers will be required to submit GTPs including a technical drawing for **approval before manufacture.**

Section IV. Tendering Forms

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1. FORM OF TENDER

Primary Procurement - Framework Agreement Goods

The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and address.

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

Date: _____ [*insert date (as day, month and year) of Tender Submission*]
Framework Agreement - Goods
Invitation for Tender No.: _____ *[insert identification]*
Tender Name: _____ *[insert Tender Name]*

To: The Kenya Power & Lighting Company Plc,

Stima Plaza,

Kolobot Road, Parklands,

P.O Box 30099 – 00100,

Nairobi, Kenya.

a) **No reservations:** We have examined and have no reservations to the IFT document, including addenda issued in accordance with Instructions to Tenderers (**ITT 8**);

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with **ITT 4**;

c) **Eligible Goods and Related Services**: If we Award a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with **ITT 5**. The Goods and Related Services shall be sourced from [*insert name of the country(ies)*]

d) **Tender Securing Declaration**: *[select OPTION 1 or 2 as applicable]*
OPTION 1
"We have neither been suspended nor declared ineligible by KPLC based on execution of a Tender-Securing Declaration in Kenya with **ITT 19** or
OPTION 2
"We have been suspended or declared ineligible by the following entities based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with **ITT 19** *[insert name of entities]"*;

e) **Conformity:** We offer to supply, in conformity with the IFT document and in accordance with **Section V**- Schedule of Requirements, the following Goods: [*insert a brief description of the Goods and Related Services*];

f) **Tender Price**: *[Select one of the following four options with respect to Tender Price]*
For Multi Supplier FWA
The total price of our Tender, (i) **Including** custom duties and import taxes sales, Value Added Tax (VAT) and other taxes payable (ii) excluding any discounts offered in item (g) below is:

In case of only one lot, total price of the Tender Kshs _____
[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];
In case of multiple lots, total price of all lots (sum of all lots)
Kshs _____ **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]**;

g) **Unconditional Discounts:** The unconditional discounts offered are: [Specify in detail each unconditional discount offered.]

The exact method of calculations to determine the net price after application of unconditional discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];

h) Tender Validity Period: Our Tender shall be valid for _____ days as 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;

i) **Performance Security**: If our Tender is accepted and we Award a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;

j) **One Tender per Tenderer**: We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITT 4.5**;

k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPA;

l) **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 **ITT 4.3***];

m) **Not Bound to Procure:** We understand that there is no obligation on KPLC to procure any Goods, and/or Related Services from any FWA Supplier during the Term of the Framework Agreement.

n) **No expectation of Call-off Contract**: We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by KPLC in respect of the total quantities or value of the Goods that may be ordered by it, or any participating KPLC, in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Tender on the basis of any such undertaking, statement, promise or representation. If we Award a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.

o) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Tender that you may receive.

p) **Fraud and Corruption:** 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.

q) **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.

r) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from *www.pppra.go.ke* during the procurement process and the execution of any resulting contract.

s) We, the Tenderer, have fully completed and signed the following Forms as part of our Tender:

(i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
(ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
(iii) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
(iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya,

t) 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*].

2. TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

.**PART 1 – General Details**

a) Tenderer's details

	ITEM	**DESCRIPTION** *[Insert Details here below]*
1	Name of Procuring Entity	***Kenya Power & Lighting Company Plc***
2	Reference Number of the Tender	…….
3	Name of Tender	…….
4	Name of the Tenderer	…….
5	Full Address and Contact Details of the Tenderer.	1. Business Name ……. 2. Country ……. 3. County ……..…….. 4. City / Town ……... 5. Physical Location ……. 6. Plot No. …… Street / Road …….. 7. Building (if applicable) ……. Floor …… 8. Postal Address …….. 9. Email ……. 10. Telephone No(s) ……
6	Current Business Permit Registration Number and Expiring date	No.……Expiry Date ……...
7	Description of Nature of Business	……. …….
8	Registration Certificate No.	……..
9	Name of Banker	……..
10	Name of Tenderer's contact person(s) and contacts (*Email, and telephone number*)	Name ……. Designation ……. Email ……..… Tel No. ……
11	Maximum value of business which the Tenderer handles at any time.	Kshs ……

PART 2 - General and Specific Details

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

Name in full _____ID / Passport No. _____

Business name *(If applicable)* _____ Reg. No. _____

Nationality_____Country of Origin_____ Citizenship

_____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

Business name *(If applicable)* _____

Date of Registration of Partnership Deed _____

d) **Registered Company**, provide the following details. If director is a company is a company, give details of human directors until human directors are disclosed:

i) Private or Public Company _____

ii) State the nominal and issued capital of the Company: -

- Nominal in Kenya Shillings (Equivalent) _____
- Issued Kenya Shillings (Equivalent) _____

iii) Give details of Directors as follows. (If director is a company, give details of human directors of the company director)

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST**-Interest of the Firm in KPLC.

i) Are there any person/ persons in ..... ***KPLC*** ..... (Name of KPLC) 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	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 KPLC 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 KPLC 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 KPLC who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to KPLC throughout the tendering process and execution of the Contract.		

F) Certification

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

Full Name:_____

Title or Designation_____

Signature:_____Date:_____

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

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*

2. *The details on this Form are essential and compulsory for all Tenderers.* **Failure to provide all the information requested shall lead to the Tenderer's disqualification.**

3. *For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

3. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the under signed, in submitting the accompanying Letter of Tender to KPLC *[Name of KPLC]* for: *[Name and number of tender]* in response to the request for tenders made by: *[Name of Tenderer]* do here by 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 or not 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.

Name_____

Title_____

Date_____

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

4. SELF-DECLARATION FORMS

FORM SD1 (*NOT APPLICABLE)*

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of ……...…….. *(insert name of the Company)* who is a Bidder in respect of Tender No.…….. for ……. (*insert tender title/description)* for …… *(insert name of KPLC)* and duly authorized and competent to make this statement.

2. THAT the afore said Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

…… …… ……..
(Title) (Signature) (Date)

Bidder's Official Stamp

FORM SD1 & SD2

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015; THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

Date _____

To:

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

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 KPLC)* and duly authorized and competent to make this statement.

2. THAT the afore said Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT the afore 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 KPLC)* which is KPLC.

4. THAT the aforesaid Bidder, its servants and/ or agents/ subcontractor shave not offered any inducement to any member of the Board, Management, Staff and/ or employees and/ or agents of
……. (name of KPLC).

5. THAT the aforesaid Bidder will not engage/ has not engaged in any corrosive practice with other bidders participating in the subject tender.

6. THAT the aforesaid bidder does not have any conflict of interest or pecuniary interest with any other tenderer participating in this tender

7. 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

5. 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 asset disposal proceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section 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 KPLC under subsection (7) does not limit any legal remedy KPLC may have;

5) An employee or agent of KPLC or a member of the Board or committee of KPLC 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 into, take part in any decision relating to the procurement or contract; and
   c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders 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 KPLC;

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.

2.3 In compliance with Kenya's laws, regulations and policies mentioned above, KPLC:

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;

iv) "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;

v) "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 KPLC 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 KPLC of the benefits of free and open competition.

c) Rejects a proposal for award[1] 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 sanction or debar or 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[2] 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.

Notes to Tenderers:

i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

ii) All italicized text is to help Tenderer in preparing this form.

iii) Tenderer must complete and sign and TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender.

iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

- Tenderer's Eligibility-Confidential Business Questionnaire
- Certificate of Independent Tender Determination
- Self-Declaration of the Tenderer

Name of Tenderer_____

Name and Designation of authorized person signing the Tender _____

Signature of authorized person signing the Tender _____

Stamp of Tenderer and date_____

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

6. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

Date _____

To:

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

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 hereby 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.....

Officeaddress.....Telephone.....

Email.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

7. LOCAL CONTENT (40% RULE)

Pursuant to the provisions in the Public Procurement and Disposal Act, 2015, a Foreign Tenderer must complete this form to demonstrate that the quotation fulfils this condition. *(Applicable for Goods manufactured or assembled in Kenya)*

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				
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		XXXXX	
	TOTAL TENDER SUM		XXXXX	

8. TENDER SECURITY FORM – (BANK GUARANTEE)

(To Be Submitted On Bank's Letterhead) **Date:**
To:
The Kenya Power & Lighting Company Plc,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

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

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

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

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

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

EITHER

SEALED with the)
COMMON SEAL)

of the said **BANK**) _____
this ……day) BANK SEAL
of ……20….)
)
in the presence of: -)
_____)

)
and in the presence of: -)
_____)

OR

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

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

_____
Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

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

9. TENDER SECURITY FORM (SACCO SOCIETY, DEPOSIT TAKING MICRO FINANCE INSTITUTIONS, WOMEN ENTERPRISE FUND & YOUTH ENTERPRISE FUND)

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

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

WHEREAS…… (Hereinafter called "the Tenderer") has undertaken, in pursuance of your Tender Number…….. (*Reference number of the Tender)* and its Tender dated …… *(Insert Tenderer's date of Tender taken from the Tender Form)* to supply …… (*Description of the Goods*) (Hereinafter called "the Contract);

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

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

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

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

EITHER
SEALED with the)
COMMON SEAL)
Of the said **INSTITUTION**)
)
This ……day)
)
Of ……20….)

_____
INSTITUTION SEAL

In the presence of: -)
_____)
)
And in the presence of: -)
_____)

OR

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

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

_____
Signature(s) of the duly authorised person(s)

NOTES TO SUPPLIERS AND INSTITUTIONS

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.

2. It is the responsibility of the Tenderer to sensitize its issuing institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the institution within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.

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

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

10. TENDER SECURITY – (LETTERS OF CREDIT)

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

Part A

Form of Documentary credit - "Irrevocable Standby"

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

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

The SBLC should be available – "By Payment"

Drafts should be payable at - "SIGHT"

Documents required -

1. Beneficiary's signed and dated statement demanding for payment under the letter of credit no…….. (*Insert LC No*.) as…….(*Name of applicant*) (hereinafter called the "Tenderer") indicating that the "Tenderer*"* has defaulted in the obligations of the Tenderer as stated by the Beneficiary.

2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the applicant.

2. There should be no conditions requiring compliance with the specific regulations or a particular country's Law and regulations.

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

*****Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to KPLC -

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

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

NOTES TO TENDERERS AND BANKS.

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

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

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

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

5. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

11. FORM OF TENDER-SECURING DECLARATION (for Disadvantaged Groups enders)

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

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

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of .....*[insert number of months or years]* starting on .....*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in 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:……..…….....
..

Capacity / title (director or partner or sole proprietor, etc.) ……..…….
….....

Name:
…….....

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of*

Tenderer]. Dated on ..... day of ..... *[Insert date of*

signing].

Seal or stamp.

12. MANUFACTURER'S AUTHORIZATION FORM (Not Applicable)

(To Be Submitted On Manufacturer's Letterhead)

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

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

DATED THIS…….. DAY OF…….20……

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

_____
Name and Designation 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. ***This form is not applicable for this tender***

13. 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)
186187	Pole Wood Treated 10.0M	Pcs		
186188	Pole Wood Treated 11.0M	Pcs		
186189	Pole Wood Treated 12.0M	Pcs		
186190	Pole Wood Treated 14.0M	Pcs		
186191	Pole Wood Treated 15.0M	Pcs		
186192	Pole Wood Treated 18.0M	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.*

14. TENDERER'S JV MEMBERS INFORMATION FORM (Not Applicable)

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Tender Submission*]
IFT No.: *[insert number of Tendering process]*
Alternative No.: *[insert identification No if this is a Tender for an alternative]*

Page _____ of_ _____ pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of*[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.3. ☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITT 4.3. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

1. PRICE SCHEDULE FORMS

Lot 1 – As per Delivery Schedule for the 12 Months 3 Year FRAMEWORK AGREEMENT

Lot No.	Item No.	Code	Item Description	Delivery Store	Unit of Measure	Qty	Unit Price DDP PPCBL Incl & VAT Excl. (Kshs)	Total Price DDP PPCBL Incl VAT Excl. (Kshs)	Total Price DDP PPCBL Incl VAT Incl. (Kshs)
POLE WOOD TREATED 10.0M (Main Stores)									
1.	1.	186187	Pole Wood Treated 10.0M	Embakasi	Pieces	7670			
	2.	186187	Pole Wood Treated 10.0M	Rabai	Pieces	3850			
	3.	186187	Pole Wood Treated 10.0M	Kiganjo	"	4900			
	4.	186187	Pole Wood Treated 10.0M	Thika	"	4300			
	5.	186187	Pole Wood Treated 10.0M	Lanet	"	4200			
	6.	186187	Pole Wood Treated 10.0M	Kisumu	"	4500			
	7.	186187	Pole Wood Treated 10.0M	Kisii	"	4050			
	8.	186187	Pole Wood Treated 10.0M	Rivatex	"	4400			
POLE WOOD TREATED 10.0M (Subsidiary Stores)									
2.	1.	186187	Pole Wood Treated 10.0M	Roysambu	Pieces	1050			
	2.	186187	Pole Wood Treated 10.0M	Ruaraka	Pieces	890			
	3.	186187	Pole Wood Treated 10.0M	South C	"	750			
	4.	186187	Pole Wood Treated 10.0M	Donholm	"	700			
	5.	186187	Pole Wood Treated 10.0M	Machakos	"	980			
	6.	186187	Pole Wood Treated 10.0M	Wote	"	720			
	7.	186187	Pole Wood Treated 10.0M	Emali	"	800			
	8.	186187	Pole Wood Treated 10.0M	Malindi	"	730			
	9.	186187	Pole Wood Treated 10.0M	Voi	"	1080			
	10.	186187	Pole Wood Treated 10.0M	Ukunda	"	550			
	11.	186187	Pole Wood Treated 10.0M	Kilifi	"	1200			
	12.	186187	Pole Wood Treated 10.0M	Meru	"	1280			
	13.	186187	Pole Wood Treated 10.0M	Embu	"	1190			
	14.	186187	Pole Wood Treated 10.0M	Nanyuki	"	1230			
	15.	186187	Pole Wood Treated 10.0M	Mandera	"	300			
	16.	186187	Pole Wood Treated 10.0M	Garissa	"	480			
	17.	186187	Pole Wood Treated 10.0M	Mwing	"	500			
	18.	186187	Pole Wood Treated 10.0M	Naivasha	"	450			
	19.	186187	Pole Wood Treated 10.0M	Narok	"	650			
	20.	186187	Pole Wood Treated 10.0M	Nyahururu	"	900			

	21.	186187	Pole Wood Treated 10.0M	Bomet	"	1000				
	22.	186187	Pole Wood Treated 10.0M	Kericho	"	1020				
	23.	186187	Pole Wood Treated 10.0M	Kakamega	"	1500				
	24.	186187	Pole Wood Treated 10.0M	Bungoma	"	700				
	25.	186187	Pole Wood Treated 10.0M	Siaya	"	780				
	26.	186187	Pole Wood Treated 10.0M	Busia	"	830				
	27.	186187	Pole Wood Treated 10.0M	Homa Bay	"	790				
	28.	186187	Pole Wood Treated 10.0M	Migori	"	720				
	29.	186187	Pole Wood Treated 10.0M	Kitale	"	1310				
	30.	186187	Pole Wood Treated 10.0M	Kapsabet	"	600				
	31.	186187	Pole Wood Treated 10.0M	Kabarnet	"	450				
POLE WOOD TREATED 11.0M										
3.	1.	186188	Pole Wood Treated 11.0M	Embakasi	Pieces	4000				
	2.	186188	Pole Wood Treated 11.0M	Ruaraka	Pieces	1000				
	3.	186188	Pole Wood Treated 11.0M	Roysambu	"	1050				
	4.	186188	Pole Wood Treated 11.0M	South C	"	950				
	5.	186188	Pole Wood Treated 11.0M	Donholm	"	750				
	6.	186188	Pole Wood Treated 11.0M	Rabai	"	3000				
	7.	186188	Pole Wood Treated 11.0M	Malindi	"	450				
	8.	186188	Pole Wood Treated 11.0M	Voi	"	500				
	9.	186188	Pole Wood Treated 11.0M	Ukunda	"	250				
	10.	186188	Pole Wood Treated 11.0M	Kiganjo	"	3300				
	11.	186188	Pole Wood Treated 11.0M	Meru	"	980				
	12.	186188	Pole Wood Treated 11.0M	Nanyuki	"	500				
	13.	186188	Pole Wood Treated 11.0M	Embu	"	750				
	14.	186188	Pole Wood Treated 11.0M	Thika	"	3300				
	15.	186188	Pole Wood Treated 11.0M	Lanet	"	2950				
	16.	186188	Pole Wood Treated 11.0M	Nyahururu	"	800				
	17.	186188	Pole Wood Treated 11.0M	Kisumu	"	3600				
	18.	186188	Pole Wood Treated 11.0M	Kakamega	"	1200				
	19.	186188	Pole Wood Treated 11.0M	Kericho	"	600				
	20.	186188	Pole Wood Treated 11.0M	Kisii	"	2900				
	21.	186188	Pole Wood Treated 10.0M	Homa Bay	"	650				
	22.	186188	Pole Wood Treated 10.0M	Migori	"	500				
	23.	186188	Pole Wood Treated 11.0M	Rivatex	"	3300				

	24.	186188	Pole Wood Treated 11.0M	Kitale	"	1400				
POLE WOOD TREATED 12.0M										
4.	1.	186189	Pole Wood Treated 12.0M	Embakasi A	Pieces	5417				
	2.	186189	Pole Wood Treated 12.0M	Embakasi B	Pieces	3600				
	3.	186189	Pole Wood Treated 12.0M	Ruaraka	Pieces	850				
	4.	186189	Pole Wood Treated 12.0M	Roysambu	"	1100				
	5.	186189	Pole Wood Treated 12.0M	South C	"	800				
	6.	186189	Pole Wood Treated 12.0M	Donholm	"	900				
	7.	186189	Pole Wood Treated 12.0M	Machakos	"	1500				
	8.	186189	Pole Wood Treated 12.0M	Rabai A	"	3500				
	9.	186189	Pole Wood Treated 12.0M	Rabai B	"	2600				
	10.	186189	Pole Wood Treated 12.0M	Kiganjo A	"	4000				
	11.	186189	Pole Wood Treated 12.0M	Kiganjo B	"	3600				
	12.	186189	Pole Wood Treated 12.0M	Meru	"	1200				
	13.	186189	Pole Wood Treated 12.0M	Embu	"	1000				
	14.	186189	Pole Wood Treated 12.0M	Thika A	"	3840				
	15.	186189	Pole Wood Treated 12.0M	Thika B	"	2560				
	16.	186189	Pole Wood Treated 12.0M	Lanet A	"	3600				
	17.	186189	Pole Wood Treated 12.0M	Lanet B	"	2400				
	18.	186189	Pole Wood Treated 12.0M	Nyahururu	"	800				
	19.	186189	Pole Wood Treated 12.0M	Kisumu A	"	3900				
	20.	186189	Pole Wood Treated 12.0M	Kisumu B	"	2600				
	21.	186189	Pole Wood Treated 12.0M	Kakamega	"	850				
	22.	186189	Pole Wood Treated 12.0M	Kericho	"	500				
	23.	186189	Pole Wood Treated 12.0M	Kisii A	"	3000				
	24.	186189	Pole Wood Treated 12.0M	Kisii B	"	2000				
	25.	186189	Pole Wood Treated 12.0M	Rivatex A	"	3840				
	26.	186189	Pole Wood Treated 12.0M	Rivatex B	"	2560				
POLE WOOD TREATED 14.0M										
5.	1.	186190	Pole Wood Treated 14.0M	Embakasi	Pieces	2000				
	2.	186190	Pole Wood Treated 14.0M	Roysambu	Pieces	1000				
	3.	186190	Pole Wood Treated 14.0M	Rabai	"	1420				
	4.	186190	Pole Wood Treated 14.0M	Nyeri	"	1400				
	5.	186190	Pole Wood Treated 14.0M	Lanet	"	1350				
	6.	186190	Pole Wood Treated 14.0M	Kisumu	"	1250				

	7.	186190	Pole Wood Treated 14.0M	Rivatex	"	1330				
	8.	186190	Pole Wood Treated 14.0M	Kisii	"	919				
POLE WOOD TREATED 15.0M										
6.	1.	186191	Pole Wood Treated 15.0M	Embakasi	Pieces	90				
POLE WOOD TREATED 18.0M										
7.	1.	186192	Pole Wood Treated 18.0M	Rabai	Pieces	90				
	2.	186192	Pole Wood Treated 18.0M	Roysambu	Pieces	30				
	3.	186192	Pole Wood Treated 18.0M	Naivasha	"	30				
	4.	186192	Pole Wood Treated 18.0M	Bungoma	"	50				
							16% VAT			
	Total Price DDP PPCBL Incl VAT Incl. (Kshs)									

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 official Purchase Order will be issued on "As and When" Required (AWR) basis. The contract price will be the total summation of all items quoted/awarded inclusive of VAT.

2. **The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 to 10 of the Price Schedules shall coincide with the List of Goods specified by KPLC in the Schedule of Requirements and TDS**
3. **The unit prices indicated on the KPLC tendering portal should be exclusive of VAT and the quoted price will not be subject to change for the contract period. Subject to the provisions of the Public Procurement and Asset Disposal Act, 2015**
4. **The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items of the Price Schedules shall coincide with the List of Goods specified by KPLC in the Schedule of Requirements. The quantities are estimated to cover the contract period.**

5. **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.**

6. **Bidders should use the prevailing VAT rate. 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.**

7. **The Bidder's grand totals should be the same as the tender sum indicated in the Tender Form and the sum totals per item should be correctly computed without any errors pursuant to Regulation 74 (2) of the Public Procurement and Asset Disposal Regulations, 2020.**

8. **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.**

PART 2 – Supply Requirements

Section V. Schedule of Requirements

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SCHEDULE OF REQUIREMENTS

Part A - Brief Schedule of Details on Goods Required

Tender number: KP1/9A.3/OT/07/FA/26-27

Tender name: THREE-YEAR Framework Agreement for Supply of Treated Wooden Poles.

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

Item No.	Code	Description	Minimum Qty for 1st Call-OFF	Estimated Quantity for 3 Yrs FWA	Unit	KPLC Delivery Store	Delivery Period (As Per Incoterms)			
							Incoterm DDP	Earliest Delivery Date/Period	Last Delivery Date/Period	Tenders Offered Delivery Date (To be provided by the tenderer)
Lot 1 – As per Delivery Schedule										
1	186187	Pole Wood Treated 10.0M	7670	29,242	Pieces	Embakasi	DDP	*Within 30 days*	*Within 12 months*	
2	186187	Pole Wood Treated 10.0M	3850	14,678	Pieces	Rabai	DDP	*Within 30 days*	*Within 12 months*	
3	186187	Pole Wood Treated 10.0M	4900	18,681	"	Kiganjo	DDP	*Within 30 days*	*Within 12 months*	
4	186187	Pole Wood Treated 10.0M	4300	16,394	"	Thika	DDP	*Within 30 days*	*Within 12 months*	
5	186187	Pole Wood Treated 10.0M	4200	16,013	"	Lanet	DDP	*Within 30 days*	*Within 12 months*	
6	186187	Pole Wood Treated 10.0M	4500	17,156	"	Kisumu	DDP	*Within 30 days*	*Within 12 months*	
7	186187	Pole Wood Treated 10.0M	4050	15,441	"	Kisii	DDP	*Within 30 days*	*Within 12 months*	
8	186187	Pole Wood Treated 10.0M	4400	16,775	"	Rivatex	DDP	*Within 30 days*	*Within 12 months*	
Lot 2 – As per Delivery Schedule										
9	186187	Pole Wood Treated 10.0M	1050	4,003	Pieces	Roysambu	DDP	*Within 30 days*	*Within 12 months*	
10	186187	Pole Wood Treated 10.0M	890	3,393	Pieces	Ruaraka	DDP	*Within 30 days*	*Within 12 months*	
11	186187	Pole Wood Treated 10.0M	750	2,859	"	South C	DDP	*Within 30 days*	*Within 12 months*	
12	186187	Pole Wood Treated 10.0M	700	2,669	"	Donholm	DDP	*Within 30 days*	*Within 12 months*	
13	186187	Pole Wood Treated 10.0M	980	3,736	"	Machakos	DDP	*Within 30 days*	*Within 12 months*	
14	186187	Pole Wood Treated 10.0M	720	2,745	"	Wote	DDP	*Within 30 days*	*Within 12 months*	
15	186187	Pole Wood Treated 10.0M	800	3,050	"	Emali	DDP	*Within 30 days*	*Within 12 months*	
16	186187	Pole Wood Treated 10.0M	730	2,783	"	Malindi	DDP	*Within 30 days*	*Within 12 months*	
17	186187	Pole Wood Treated 10.0M	1080	4,118	"	Voi	DDP	*Within 30 days*	*Within 12 months*	
18	186187	Pole Wood Treated 10.0M	550	2,097	"	Ukunda	DDP	*Within 30 days*	*Within 12 months*	
19	186187	Pole Wood Treated 10.0M	1200	4,575	"	Kilifi	DDP	*Within 30 days*	*Within 12 months*	
20	186187	Pole Wood Treated 10.0M	1280	4,880	"	Meru	DDP	*Within 30 days*	*Within 12 months*	
21	186187	Pole Wood Treated 10.0M	1190	4,537	"	Embu	DDP	*Within 30 days*	*Within 12 months*	
22	186187	Pole Wood Treated 10.0M	1230	4,689	"	Nanyuki	DDP	*Within 30 days*	*Within 12 months*	
23	186187	Pole Wood Treated 10.0M	300	1,144	"	Mandera	DDP	*Within 30 days*	*Within 12 months*	
24	186187	Pole Wood Treated 10.0M	480	1,830	"	Garissa	DDP	*Within 30 days*	*Within 12 months*	
25	186187	Pole Wood Treated 10.0M	500	1,906	"	Mwingi	DDP	*Within 30 days*	*Within 12 months*	
26	186187	Pole Wood Treated 10.0M	450	1,716	"	Naivasha	DDP	*Within 30 days*	*Within 12 months*	

Item No.	Code	Description	Minimum Qty for 1st Call-OFF	Estimated Quantity for 3 Yrs FWA	Unit	KPLC Delivery Store	Delivery Period (As Per Incoterms)			
							Incoterm DDP	Earliest Delivery Date/Period	Last Delivery Date/Period	Tenders Offered Delivery Date (To be provided by the tenderer)
27	186187	Pole Wood Treated 10.0M	650	2,478	"	Narok	DDP	*Within 30 days*	*Within 12 months*	
28	186187	Pole Wood Treated 10.0M	900	3,431	"	Nyahururu	DDP	*Within 30 days*	*Within 12 months*	
29	186187	Pole Wood Treated 10.0M	1000	3,813	"	Bomet	DDP	*Within 30 days*	*Within 12 months*	
30	186187	Pole Wood Treated 10.0M	1020	3,889	"	Kericho	DDP	*Within 30 days*	*Within 12 months*	
31	186187	Pole Wood Treated 10.0M	1500	5,719	"	Kakamega	DDP	*Within 30 days*	*Within 12 months*	
32	186187	Pole Wood Treated 10.0M	700	2,669	"	Bungoma	DDP	*Within 30 days*	*Within 12 months*	
33	186187	Pole Wood Treated 10.0M	780	2,974	"	Siaya	DDP	*Within 30 days*	*Within 12 months*	
34	186187	Pole Wood Treated 10.0M	830	3,164	"	Busia	DDP	*Within 30 days*	*Within 12 months*	
35	186187	Pole Wood Treated 10.0M	790	3,012	"	Homa Bay	DDP	*Within 30 days*	*Within 12 months*	
36	186187	Pole Wood Treated 10.0M	720	2,745	"	Migori	DDP	*Within 30 days*	*Within 12 months*	
37	186187	Pole Wood Treated 10.0M	1310	4,994	"	Kitale	DDP	*Within 30 days*	*Within 12 months*	
38	186187	Pole Wood Treated 10.0M	600	2,288	"	Kapsabet	DDP	*Within 30 days*	*Within 12 months*	
39	186187	Pole Wood Treated 10.0M	450	1,716	"	Kabarnet	DDP	*Within 30 days*	*Within 12 months*	
Lot 3 – As per Delivery Schedule.										
40	186188	Pole Wood Treated 11.0M	4000	12,000	Pieces	Embakasi	DDP	*Within 30 days*	*Within 12 months*	
41	186188	Pole Wood Treated 11.0M	1000	3,000	Pieces	Ruaraka	DDP	*Within 30 days*	*Within 12 months*	
42	186188	Pole Wood Treated 11.0M	1050	3,150	"	Roysambu	DDP	*Within 30 days*	*Within 12 months*	
43	186188	Pole Wood Treated 11.0M	950	2,850	"	South C	DDP	*Within 30 days*	*Within 12 months*	
44	186188	Pole Wood Treated 11.0M	750	2,250	"	Donholm	DDP	*Within 30 days*	*Within 12 months*	
45	186188	Pole Wood Treated 11.0M	3000	9,000	"	Rabai	DDP	*Within 30 days*	*Within 12 months*	
46	186188	Pole Wood Treated 11.0M	450	1,350	"	Malindi	DDP	*Within 30 days*	*Within 12 months*	
47	186188	Pole Wood Treated 11.0M	500	1,500	"	Voi	DDP	*Within 30 days*	*Within 12 months*	
48	186188	Pole Wood Treated 11.0M	250	750	"	Ukunda	DDP	*Within 30 days*	*Within 12 months*	
49	186188	Pole Wood Treated 11.0M	3300	9,900	"	Kiganjo	DDP	*Within 30 days*	*Within 12 months*	
50	186188	Pole Wood Treated 11.0M	980	2,940	"	Meru	DDP	*Within 30 days*	*Within 12 months*	
51	186188	Pole Wood Treated 11.0M	500	1,500	"	Nanyuki	DDP	*Within 30 days*	*Within 12 months*	
52	186188	Pole Wood Treated 11.0M	750	2,250	"	Embu	DDP	*Within 30 days*	*Within 12 months*	
53	186188	Pole Wood Treated 11.0M	3300	9,750	"	Thika	DDP	*Within 30 days*	*Within 12 months*	
54	186188	Pole Wood Treated 11.0M	2950	9,000	"	Lanet	DDP	*Within 30 days*	*Within 12 months*	
55	186188	Pole Wood Treated 11.0M	800	2,400	"	Nyahururu	DDP	*Within 30 days*	*Within 12 months*	
56	186188	Pole Wood Treated 11.0M	3600	10,800	"	Kisumu	DDP	*Within 30 days*	*Within 12 months*	
57	186188	Pole Wood Treated 11.0M	1200	3,600	"	Kakamega	DDP	*Within 30 days*	*Within 12 months*	
58	186188	Pole Wood Treated 11.0M	600	1,800	"	Kericho	DDP	*Within 30 days*	*Within 12 months*	
59	186188	Pole Wood Treated 11.0M	2900	8,700	"	Kisii	DDP	*Within 30 days*	*Within 12 months*	
60	186188	Pole Wood Treated 10.0M	650	1,950	"	Homa Bay	DDP	*Within 30 days*	*Within 12 months*	
61	186188	Pole Wood Treated 10.0M	500	1,500	"	Migori	DDP	*Within 30 days*	*Within 12 months*	

Item No.	Code	Description	Minimum Qty for 1st Call-OFF	Estimated Quantity for 3 Yrs FWA	Unit	KPLC Delivery Store	Delivery Period (As Per Incoterms)			
							Incoterm DDP	Earliest Delivery Date/Period	Last Delivery Date/Period	Tenders Offered Delivery Date (To be provided by the tenderer)
62	186188	Pole Wood Treated 11.0M	3300	9,900	"	Rivatex	DDP	*Within 30 days*	*Within 12 months*	
63	186188	Pole Wood Treated 11.0M	1400	4,200	"	Kitale	DDP	*Within 30 days*	*Within 12 months*	
Lot 4 – As per Delivery Schedule.										
64	186189	Pole Wood Treated 12.0M	5417	16,251	Pieces	Embakasi A	DDP	*Within 30 days*	*Within 12 months*	
65	186189	Pole Wood Treated 12.0M	3600	10,800	Pieces	Embakasi B	DDP	*Within 30 days*	*Within 12 months*	
66	186189	Pole Wood Treated 12.0M	850	2,550	"	Ruaraka	DDP	*Within 30 days*	*Within 12 months*	
67	186189	Pole Wood Treated 12.0M	1100	3,300	"	Roysambu	DDP	*Within 30 days*	*Within 12 months*	
68	186189	Pole Wood Treated 12.0M	800	2,400	"	South C	DDP	*Within 30 days*	*Within 12 months*	
69	186189	Pole Wood Treated 12.0M	900	2,700	"	Donholm	DDP	*Within 30 days*	*Within 12 months*	
70	186189	Pole Wood Treated 12.0M	1500	4,500	"	Machakos	DDP	*Within 30 days*	*Within 12 months*	
71	186189	Pole Wood Treated 12.0M	3500	10,500	"	Rabai A	DDP	*Within 30 days*	*Within 12 months*	
72	186189	Pole Wood Treated 12.0M	2600	7,800	"	Rabai B	DDP	*Within 30 days*	*Within 12 months*	
73	186189	Pole Wood Treated 12.0M	4000	12,000	"	Kiganjo A	DDP	*Within 30 days*	*Within 12 months*	
74	186189	Pole Wood Treated 12.0M	3600	10,800	"	Kiganjo B	DDP	*Within 30 days*	*Within 12 months*	
75	186189	Pole Wood Treated 12.0M	1200	3,600	"	Meru	DDP	*Within 30 days*	*Within 12 months*	
76	186189	Pole Wood Treated 12.0M	1000	3,000	"	Embu	DDP	*Within 30 days*	*Within 12 months*	
77	186189	Pole Wood Treated 12.0M	3840	11,520	"	Thika A	DDP	*Within 30 days*	*Within 12 months*	
78	186189	Pole Wood Treated 12.0M	2560	7,680	"	Thika B	DDP	*Within 30 days*	*Within 12 months*	
79	186189	Pole Wood Treated 12.0M	3600	10,800	"	Lanet A	DDP	*Within 30 days*	*Within 12 months*	
80	186189	Pole Wood Treated 12.0M	2400	7,200	"	Lanet B	DDP	*Within 30 days*	*Within 12 months*	
81	186189	Pole Wood Treated 12.0M	800	2,400	"	Nyahururu	DDP	*Within 30 days*	*Within 12 months*	
82	186189	Pole Wood Treated 12.0M	3900	11,700	"	Kisumu A	DDP	*Within 30 days*	*Within 12 months*	
83	186189	Pole Wood Treated 12.0M	2600	7,800	"	Kisumu B	DDP	*Within 30 days*	*Within 12 months*	
84	186189	Pole Wood Treated 12.0M	850	2,550	"	Kakamega	DDP	*Within 30 days*	*Within 12 months*	
85	186189	Pole Wood Treated 12.0M	500	1,500	"	Kericho	DDP	*Within 30 days*	*Within 12 months*	
86	186189	Pole Wood Treated 12.0M	3000	9,000	"	Kisii A	DDP	*Within 30 days*	*Within 12 months*	
87	186189	Pole Wood Treated 12.0M	2000	6,000	"	Kisii B	DDP	*Within 30 days*	*Within 12 months*	
88	186189	Pole Wood Treated 12.0M	3840	11,520	"	Rivatex A	DDP	*Within 30 days*	*Within 12 months*	
89	186189	Pole Wood Treated 12.0M	2560	7,680	"	Rivatex B	DDP	*Within 30 days*	*Within 12 months*	
Lot 5– As per Delivery Schedule										
90	186190	Pole Wood Treated 14.0M	2000	6,000	Pieces	Embakasi	DDP	*Within 30 days*	*Within 12 months*	
91	186190	Pole Wood Treated 14.0M	1000	3,000	Pieces	Roysambu	DDP	*Within 30 days*	*Within 12 months*	
92	186190	Pole Wood Treated 14.0M	1420	4,260	"	Rabai	DDP	*Within 30 days*	*Within 12 months*	
93	186190	Pole Wood Treated 14.0M	1400	4,200	"	Roysambu	DDP	*Within 30 days*	*Within 12 months*	
94	186190	Pole Wood Treated 14.0M	1350	4,050	"	Rabai	DDP	*Within 30 days*	*Within 12 months*	
95	186190	Pole Wood Treated 14.0M	1250	3,750	"	Lanet	DDP	*Within 30 days*	*Within 12 months*	

Item No.	Code	Description	Minimum Qty for 1st Call-OFF	Estimated Quantity for 3 Yrs FWA	Unit	KPLC Delivery Store	Delivery Period (As Per Incoterms)			
							Incoterm DDP	Earliest Delivery Date/Period	Last Delivery Date/Period	Tenders Offered Delivery Date (To be provided by the tenderer)
96	186190	Pole Wood Treated 14.0M	1330	3,990	"	Kiganjo	DDP	*Within 30 days*	*Within 12 months*	
97	186190	Pole Wood Treated 14.0M	919	2,757	"	Kiganjo	DDP	*Within 30 days*	*Within 12 months*	
Lot 6– As per Delivery Schedule										
98	186191	Pole Wood Treated 15.0M	50	150	Pieces	Embakasi	DDP	*Within 30 days*	*Within 12 months*	
Lot 7– As per Delivery Schedule										
99	186192	Pole Wood Treated 18.0M	90	270	Pieces	Rabai	DDP	*Within 30 days*	*Within 12 months*	
100	186192	Pole Wood Treated 18.0M	30	90	Pieces	Roysambu	DDP	*Within 30 days*	*Within 12 months*	
101	186192	Pole Wood Treated 18.0M	30	90	"	Naivasha	DDP	*Within 30 days*	*Within 12 months*	
102	186192	Pole Wood Treated 18.0M	50	150	"	Bungoma	DDP	*Within 30 days*	*Within 12 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_____

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 on the official Purchase order.
2. KPLC will only be obligated to procure the minimum quantity in the first call-off contract awards. Subsequent orders will be As and When Required (AWR) through Mini-Competition Financial Bids (MFB)
2. The expected delivery schedule and Guaranteed Lead Time in Table 2 here below have been used for estimating purposes based on 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).
4. The call-off contract period will be one (1) year.

Table 1: Expected Delivery Schedule and Guaranteed Lead Time (GLT) – 1st Call-Off (Period 1)

Item No.	Code	Description	First Call-Off Qnty	Unit	KPLC Delivery Store	Tenderer to Indicate		
						Incoterm DDP	Earliest Delivery Date/Period	Last Delivery Date/Period
LOT 1								
1	186187	Pole Wood Treated 10.0M	7670	Pieces	Embakasi	DDP		
2	186187	Pole Wood Treated 10.0M	3850	Pieces	Rabai	DDP		
3	186187	Pole Wood Treated 10.0M	4900	"	Kiganjo	DDP		
4	186187	Pole Wood Treated 10.0M	4300	"	Thika	DDP		
5	186187	Pole Wood Treated 10.0M	4200	"	Lanet	DDP		
6	186187	Pole Wood Treated 10.0M	4500	"	Kisumu	DDP		
7	186187	Pole Wood Treated 10.0M	4050	"	Kisii	DDP		
8	186187	Pole Wood Treated 10.0M	4400	"	Rivatex	DDP		
LOT 2								
9	186187	Pole Wood Treated 10.0M	1050	Pieces	Roysambu	DDP		
10	186187	Pole Wood Treated 10.0M	890	Pieces	Ruaraka	DDP		
11	186187	Pole Wood Treated 10.0M	750	"	South C	DDP		
12	186187	Pole Wood Treated 10.0M	700	"	Donholm	DDP		
13	186187	Pole Wood Treated 10.0M	980	"	Machakos	DDP		
14	186187	Pole Wood Treated 10.0M	720	"	Wote	DDP		
15	186187	Pole Wood Treated 10.0M	800	"	Emali	DDP		
16	186187	Pole Wood Treated 10.0M	730	"	Malindi	DDP		
17	186187	Pole Wood Treated 10.0M	1080	"	Voi	DDP		
18	186187	Pole Wood Treated 10.0M	550	"	Ukunda	DDP		
19	186187	Pole Wood Treated 10.0M	1200	"	Kilifi	DDP		
20	186187	Pole Wood Treated 10.0M	1280	"	Meru	DDP		
21	186187	Pole Wood Treated 10.0M	1190	"	Embu	DDP		
22	186187	Pole Wood Treated 10.0M	1230	"	Nanyuki	DDP		
23	186187	Pole Wood Treated 10.0M	300	"	Mandera	DDP		
24	186187	Pole Wood Treated 10.0M	480	"	Garissa	DDP		
25	186187	Pole Wood Treated 10.0M	500	"	Mwingi	DDP		
26	186187	Pole Wood Treated 10.0M	450	"	Naivasha	DDP		
27	186187	Pole Wood Treated 10.0M	650	"	Narok	DDP		
28	186187	Pole Wood Treated 10.0M	900	"	Nyahururu	DDP		
29	186187	Pole Wood Treated 10.0M	1000	"	Bomet	DDP		

Item No.	Code	Description	First Call-Off Qnty	Unit	KPLC Delivery Store	Tenderer to Indicate		
						Incoterm DDP	Earliest Delivery Date/Period	Last Delivery Date/Period
30	186187	Pole Wood Treated 10.0M	1020	"	Kericho	DDP		
31	186187	Pole Wood Treated 10.0M	1500	"	Kakamega	DDP		
32	186187	Pole Wood Treated 10.0M	700	"	Bungoma	DDP		
33	186187	Pole Wood Treated 10.0M	780	"	Siaya	DDP		
34	186187	Pole Wood Treated 10.0M	830	"	Busia	DDP		
35	186187	Pole Wood Treated 10.0M	790	"	Homa Bay	DDP		
36	186187	Pole Wood Treated 10.0M	720	"	Migori	DDP		
37	186187	Pole Wood Treated 10.0M	1310	"	Kitale	DDP		
38	186187	Pole Wood Treated 10.0M	600	"	Kapsabet	DDP		
39	186187	Pole Wood Treated 10.0M	450	"	Kabarnet	DDP		
LOT 3								
40	186188	Pole Wood Treated 11.0M	4000	Pieces	Embakasi	DDP		
41	186188	Pole Wood Treated 11.0M	1000	Pieces	Ruaraka	DDP		
42	186188	Pole Wood Treated 11.0M	1050	"	Roysambu	DDP		
43	186188	Pole Wood Treated 11.0M	950	"	South C	DDP		
44	186188	Pole Wood Treated 11.0M	750	"	Donholm	DDP		
45	186188	Pole Wood Treated 11.0M	3000	"	Rabai	DDP		
46	186188	Pole Wood Treated 11.0M	450	"	Malindi	DDP		
47	186188	Pole Wood Treated 11.0M	500	"	Voi	DDP		
48	186188	Pole Wood Treated 11.0M	250	"	Ukunda	DDP		
49	186188	Pole Wood Treated 11.0M	3300	"	Kiganjo	DDP		
50	186188	Pole Wood Treated 11.0M	980	"	Meru	DDP		
51	186188	Pole Wood Treated 11.0M	500	"	Nanyuki	DDP		
52	186188	Pole Wood Treated 11.0M	750	"	Embu	DDP		
53	186188	Pole Wood Treated 11.0M	3300	"	Thika	DDP		
54	186188	Pole Wood Treated 11.0M	2950	"	Lanet	DDP		
55	186188	Pole Wood Treated 11.0M	800	"	Nyahururu	DDP		
56	186188	Pole Wood Treated 11.0M	3600	"	Kisumu	DDP		
57	186188	Pole Wood Treated 11.0M	1200	"	Kakamega	DDP		
58	186188	Pole Wood Treated 11.0M	600	"	Kericho	DDP		
59	186188	Pole Wood Treated 11.0M	2900	"	Kisii	DDP		
60	186188	Pole Wood Treated 11.0M	650	"	Homa Bay	DDP		

Item No.	Code	Description	First Call-Off Qnty	Unit	KPLC Delivery Store	Tenderer to Indicate		
						Incoterm DDP	Earliest Delivery Date/Period	Last Delivery Date/Period
61	186188	Pole Wood Treated 11.0M	500	"	Migori	DDP		
62	186188	Pole Wood Treated 11.0M	3300	"	Rivatex	DDP		
63	186188	Pole Wood Treated 11.0M	1400	"	Kitale	DDP		
LOT 4								
64	186189	Pole Wood Treated 12.0M	5417	Pieces	Embakasi A	DDP		
65	186189	Pole Wood Treated 12.0M	3600	Pieces	Embakasi B	DDP		
66	186189	Pole Wood Treated 12.0M	850	Pieces	Ruaraka	DDP		
67	186189	Pole Wood Treated 12.0M	1100	"	Roysambu	DDP		
68	186189	Pole Wood Treated 12.0M	800	"	South C	DDP		
69	186189	Pole Wood Treated 12.0M	900	"	Donholm	DDP		
70	186189	Pole Wood Treated 12.0M	1500	"	Machakos	DDP		
71	186189	Pole Wood Treated 12.0M	3500	"	Rabai A	DDP		
72	186189	Pole Wood Treated 12.0M	2600	"	Rabai B	DDP		
73	186189	Pole Wood Treated 12.0M	4000	"	Kiganjo A	DDP		
74	186189	Pole Wood Treated 12.0M	3600	"	Kiganjo B	DDP		
75	186189	Pole Wood Treated 12.0M	1200	"	Meru	DDP		
76	186189	Pole Wood Treated 12.0M	1000	"	Embu	DDP		
77	186189	Pole Wood Treated 12.0M	3840	"	Thika A	DDP		
78	186189	Pole Wood Treated 12.0M	2560	"	Thika B	DDP		
79	186189	Pole Wood Treated 12.0M	3600	"	Lanet A	DDP		
80	186189	Pole Wood Treated 12.0M	2400	"	Lanet B	DDP		
81	186189	Pole Wood Treated 12.0M	800	"	Nyahururu	DDP		
82	186189	Pole Wood Treated 12.0M	3900	"	Kisumu A	DDP		
83	186189	Pole Wood Treated 12.0M	2600	"	Kisumu B	DDP		
84	186189	Pole Wood Treated 12.0M	850	"	Kakamega	DDP		
85	186189	Pole Wood Treated 12.0M	500	"	Kericho	DDP		
86	186189	Pole Wood Treated 12.0M	3000	"	Kisii A	DDP		
87	186189	Pole Wood Treated 12.0M	2000	"	Kisii B	DDP		
88	186189	Pole Wood Treated 12.0M	3840	"	Rivatex A	DDP		
89	186189	Pole Wood Treated 12.0M	2560	"	Rivatex B	DDP		
LOT 5								
90	186190	Pole Wood Treated 14.0M	2000	Pieces	Embakasi	DDP		

Item No.	Code	Description	First Call-Off Qnty	Unit	KPLC Delivery Store	Tenderer to Indicate		
						Incoterm DDP	Earliest Delivery Date/Period	Last Delivery Date/Period
91	186190	Pole Wood Treated 14.0M	1000	Pieces	Roysambu	DDP		
92	186190	Pole Wood Treated 14.0M	1420	"	Rabai	DDP		
93	186190	Pole Wood Treated 14.0M	1400	"	Nyeri	DDP		
94	186190	Pole Wood Treated 14.0M	1350	"	Lanet	DDP		
95	186190	Pole Wood Treated 14.0M	1250	"	Kisumu	DDP		
96	186190	Pole Wood Treated 14.0M	1330	"	Rivatex	DDP		
97	186190	Pole Wood Treated 14.0M	919	"	Kisii	DDP		
LOT 6								
98	186191	Pole Wood Treated 15.0M	50	Pieces	Embaksi	DDP		
LOT 7								
99	186192	Pole Wood Treated 18.0M	90	Pieces	Rabai	DDP		
100	186192	Pole Wood Treated 18.0M	30	Pieces	Roysambu	DDP		
101	186192	Pole Wood Treated 18.0M	30	"	Naivasha	DDP		
102	186192	Pole Wood Treated 18.0M	50	"	Bungoma	DDP		

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 VI: 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 …….. *[insert item(s) description]* attached to this IFT.

1. PART B – DETAILED TECHNICAL SPECIFICATIONS (DTS)

The Detailed Technical Specifications are as attached to this IFT.

2. Drawings

This IFT document includes *[insert "*the following*" or "*no*"]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing No.	**Drawing Name**	**Purpose**

(See Technical Specifications for detailed requirements)

3. Inspections and Tests

Inspections and tests shall be performed as specified in the Technical Specifications

Section VII - Framework Agreement Forms

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Notification to Award a Framework Agreement

[KPLC Letter head]

[Date]

To: *[name and address of successful Tenderer]*

Notification to Award a Framework Agreement
Framework Agreement No. [*FWA reference number*]

This is to notify you that your Tender dated *[insert date]* to Award a Framework Agreement in relation to the supply of *[Short title for Goods] is hereby accepted byour Entity.*

Please sign, date and return the Framework Agreement within [*insert the applicable period forsigning of the FWA in accordance of the ITT]* days of receipt of the same.

Authorized Signature: _____

Name: _____

Title/position: _____

Name of Entity: _____

Telephone: _____

Email: _____

Attachment: Framework Agreement

A. Framework Agreement Form

[*This form will be completed by KPLC in accordance with the instructions provided in italicized text. The italicized text will be deleted from the final document.*

***Note**: the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the IFT Primary Procurement process. In the Primary Procurement process KPLC is responsible for establishing the FWA(s). However, the parties to the FWA will be the "KPLC" who will be responsible for managing and administering the FWA. In the FWA, **the successful Tenderer(s)** is called the **"Supplier"**. This covers the Supplier's capacity as both a holder of an FWA and as a Supplier under a Call offContract.*]

This Framework Agreement [*insert reference number of the Framework Agreement]* is madefor the supply of *[Brief description of Goods and services]*

*on the [insert: **number]*** day of *[insert: **month]***, *[insert: **year]***

between

[For Single User Framework Agreement]

KPLC, *a corporation incorporated under thelaws of Kenya* and having its principal place of business at *[insert Lead KPLC's address]* as KPLC in its own right under the framework agreement and as the Entity responsible for the management and administration of the Framework Agreement and **the Supplier** [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert country of Supplier*] and having its principal place of business at [*insert Supplier'saddress*] (Supplier)**.**

This Framework Agreement is subject to the provisions described in the Sections listed below,and any amendments.

This Framework Agreement concludes a **Standing Offer** by the Supplier to supply the specifiedGoods to KPLC during the Term of the Framework Agreement, as and when KPLC wishes to procure them, through a **Call-off Contract**.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Section VII: Framework Agreement General Provisions

Section IX: Framework Agreement Specific Provisions

Section X: List of Procurement Entities (if applicable)

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

"For and on behalf of KPLC:"

For and on behalf of the Supplier:

Signed: [*insert signature of authorized representative(s) of the Supplier*]Full name: [*name of person signing*]

In the capacity of: [*insert title or other appropriate designation*]In the presence of [*insert identification official of witness*]

NOTIFICATION OF INTENTION TO AWARD FRAMEWORK AGREEMENT

This Notification of Intention to Award the Framework Agreement 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.

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 the Framework Agreement

   I) Employer:_____*[insert the name of the Employer]*

   ii) Project:_____*[insert name of project]*

   iii) Tender title:_____*[insert the name of the contract]*

   iv) Country:_____*[insert country where ITT is issued]*

   v) ITT No:_____*[insert ITT reference number from Procurement Plan]*

   This Notification of Intention to Award the Framework Agreement (Notification) notifies you of our decision to award the above Framework Agreement. 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 tenderers

S/No.	Name of Successful Tenderer	Address of the successful Tenderer	Tender Price as read out nt
1			
2			
3			
4			
5			

6			
7 (etc.)			

b) Other Tenderers

Names of all unsuccessful 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.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	Reason Why Not Responsive
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 (3) Business Days of receipt of this Notification of Intention to Award Framework Agreement.

c) Provide the Tender 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*]

ii) Agency:_____[*insert name of Employer*]

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 Framework Agreement 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 Employer*]

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 Framework Agreement. 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 www.ppra.go.ke or email 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 Framework Agreement.

ii) The complaint can only challenge the decision to award Framework Agreement.

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 Framework Agreement.

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 Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

PART 3 – Framework Agreement General Provisions (FWAGP)

Section VIII. Framework Agreement General Provisions (FWAGP)

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Section VIII. Framework Agreement General Provisions (FWAGP)

1. Definitions

1.1 The following words and expressions shall have the meaning hereby assigned to them:

a) **"Base Price"** is the Framework Agreement (FWA) unit price prior to any price adjustment in accordance with FWA Specific Provision FWAGP 8.1.

b) **"Business Day"** is any day that is an official working day of KPLC. It excludes KPLC's official public holidays.

c) **"Call-off Contract"** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.

d) **"Closed Framework Agreement"** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.

e) **"Commencement Date"** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.

f) **"Contract Price"** is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

g) **"Day"** means calendar day.

h) **"Goods"** means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FWA Specific Provisions, that the Supplier is required to supply to KPLC under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.

i) **"In Writing"** means communicated or recorded in written form. It includes, for example: mail, e-mail, or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).

j) **"Incoterms"** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).

k) **"Lead Procuring Entity"**, when named in the Framework Agreement, means a party to the Framework Agreement, as Procuring Entity in its own right under the framework agreement and as the Entity responsible for the management and administration of the Framework Agreement for use by the other participating Procurement Entities as specified in the FWA Specific Provisions. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Procuring Entity. All communications, including notices, in relation to a Call-off Contract, are to be addressed to Procuring Entity named in the Call-off Contract.

l) **"Multi-User Framework Agreement"** means a Framework Agreement where there is more than one Procuring Entity permitted to procure through a Call-off Contract, as specified in the FWA Specific Provisions;

m) **"Procurement Agent",** when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the Entity responsible for managing and administering the Framework Agreement for use by the participating Procurement Entities. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Procurement Agent.

n) **"Procuring Entity"** is KPLC and/or the Entity that is permitted to procure Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Procuring Entity includes Lead Procuring Entity, or Procurement Agent.

o) **"Related Services"** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in Kenya to convey the Goods to their final destination.

p) **"Secondary Procurement"** is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.

q) **"Single-User Framework Agreement"** means a Framework Agreement where there is only one Procuring Entity, as specified in the FWA Specific Provisions.

r) **"Supplier"** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to KPLC, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

s) **"Term"** means the duration of this Framework Agreement as described in the FWA Specific Provisions starting on the Commencement Date.

2) Framework Agreement documents

2.1 This Framework Agreement (FWA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.

5.2 This Framework Agreement comprises the documents specified in the **FWA Specific Provisions.**

3) Suppliers Obligations

3.1 The Supplier shall offer to supply (standing offer) to the KPLC, the Goods, including any Related Services if applicable described in the Framework Agreement: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.

3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify KPLC immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.

3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:

a) of the quality, type and as otherwise specified in the Framework Agreement, **Section V: Schedule of Requirements,**

b) at the Contract Price specified in the Call-off Contract, and
c) in such quantities, at such times and to such locations as specified in the Call-off Contract.

3.4 If specified in the **FWA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its Tender and still to be delivered, the Supplier shall offer to KPLC of the Call-off Contracts the latest versions of the available Goods having equal or better performance or functionality at no additional cost to KPLC.

3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.

4) Continued Qualification and Eligibility

4.1 The Supplier shall continue to have the nationality of an eligible country as specified in the **FWA Specific Provisions**. A Supplier or subcontractor 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.

4.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FWA Specific Provisions.** For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FWA Specific Provisions.**

4.3 KPLC may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5) Term

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FWA Specific Provisions**.

6. Representative

6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the FWA Specific Provisions. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

7. Role of Lead Procurement Entity or Procurement Agent

7.1 Where there is a Lead Procurement Entity or Procurement Agent that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the

participating Procuring Entities. All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Procuring Entity or Procurement Agent. The Lead KPLC or Procurement Agent is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to KPLC named in the Call-off Contract.

7.2 Where no Lead Procuring Entity or Procurement Agent has been appointed the named KPLC is responsible for managing and administering the Framework Agreement and the provisions in **FWAGP 6.1** above, in relation to communications and notices etc., apply to KPLC.

8. Contract Price

8.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FWA Specific Provisions**.

9. Performance Security

9.1 KPLC may require a Performance Security from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security contained in the **Call- off Contract Special Conditions of Contract**.

10. Language

10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by KPLC and Supplier, shall be written in **English**.

11. Notices

11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Such insurance shall be arranged and paid for by the supplier.

11.2 Where delivery of the goods is required by KPLC on a CIF, CIP, DDP basis, the Supplier shall arrange and pay for marine insurance, naming KPLC as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of KPLC

12. Fraud and Corruption

12.1 The Government of Kenya requires that tenderers under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:

a. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

b. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition.

I) KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

13. Confidential Information

13.1 KPLC and the Supplier shall keep confidential and shall not, without the consent in writing from the other, divulge to any third party any documents, data, or other information furnished directly by either party in connection with the Framework Agreement.

13.2 The obligation of a party under **FWAGP 13.1** above shall not apply to information that:

a) now, or in future, enters the public domain through no fault of that party

b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party

c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

14. Governing Law

14.1 This Framework Agreement, and any Call-off Contracts, shall be governed by, and interpreted in accordance with, the laws of Kenya, unless otherwise specified in the FWA Specific Provisions, or the Special Conditions of Contract as set out in any Call-off Contract.

15. Change to the Framework Agreement

15.1 Any change to this Framework Agreement, including an extension of the Tern, must be In Writing and signed by both parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

16. Termination of the Framework Agreement

16.1 KPLC, without prejudice to any remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:

(a) in the judgement of KPLC, the Supplier has engaged in Fraud and Corruption, or

(b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per **FWAGP 4.** or

(c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of KPLC, or

(d) the Supplier becomes bankrupt or otherwise insolvent.

16.2 KPLC may terminate this Framework Agreement, in whole or in part, by noticeIn Writing sent to the Supplier, at any time, for its convenience. Thenotice of termination shall specify that the termination is for KPLC'sconvenience, the extent to which the performance of the supplierunder the Framework Agreement is terminated, and the date uponwhich such termination becomes effective.

17. Consequence of the expiry or termination

17.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

18. Dispute resolution in relation to Framework Agreement

18.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

18.2 Where parties have exhausted the process described in **FWAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

19. Dispute resolution in relation to Call-off Contracts

19.1 KPLC and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation of any disagreement or dispute arising between them under or in connection with the Contract.

19.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either KPLC or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FWA Specific Provisions.**

19.2 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) KPLC shall pay the Supplier any monies due the Supplier.

Section IX. Framework Agreement Specific Provisions (FWASP)

The following Framework Agreement Specific Provisions (FWASP) shall supplement and/or amend the Framework Agreement General Provisions (FWAGP). Whenever there is a conflict between the FWAGP and FWASP, the provisions of the FWASP shall prevail.

FWAGP Clause	Description
FWAGP 1.1 (i) Goods	This Framework Agreement relates to KPLC and supply, under a separate Call-off Contract, for Supply of Treated Wooden poles *Goods*. The Goods, and Related Services, are more fully described in **Section V: Schedule of Requirements** including, where applicable: list of Goods, list of Related Services and **Section VI: Technical Specifications, Drawings and Inspections and Tests.**
FWAGP 1.1 (l), (m) & (s) Single / Multi-User	"This is a Single-User Framework Agreement."
FWAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents.: a) Framework Agreement, including all Sections, b) Notice of Conclusion of a Framework Agreement, and c) Letter of Tender (from Primary Procurement process) d) Technical Specifications e) Approved Guaranteed Technical Particulars (GTPs) & Drawings f) Manufacturer's Warranty g) Delivery Schedule *h)* Manufacturer's Authorization *(where applicable)* *i)* JV Member's Information Form *(where applicable)*
FWAGP 3.4 **Supplier's Obligations**	*[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]*
FWAGP 4. **Eligibility**	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. [*[insert a list of the countries following approval by PPA to apply the restriction or state "none"].*]
FWAGP 5.1 **Term**	The Term of this Framework Agreement is Three years. [***NOTE: the maximum Term permissible is Three Years***] from the Commencement Date

FWAGP 6.1 **Representatives**	**KPLC's Representatives** The name and contact details of KPLC's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: For **notices**, the Purchaser's address shall be: 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 and Website: **www.kplc.co.ke**
FWAGP 6.1 **Representatives**	**Supplier's Representatives** The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Name: ……. Title/position: ……. Address: …….. Phone: ……. Mobile: …… E-mail: …….

FWAGP 8.1 **Contract Price**	The Contract Price that will apply to KPLC under a Call-off Contract shall be: **The Base Price for the first Call-off contracts and quoted price in the MFB for subsequent Mini-competitions:** The successful competitive quotation subject to the provisions below. And any additional price for inland transportation and other services not included in the Base Price required in Kenya to convey the Goods to their final destination specified in MFB.
FWAGP 8.1 **Contract Price**	**Adjustments to the Base Price** "The Base Price offered by the Supplier, as stipulated in the FWA, or the price offered after mini-competition, shall apply to the Call-off Contract. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract."]
FWAGP 3.1 & 8.1 Contract Price	if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with **FWAGP 8.1**.
FWAGP 20.2 **Dispute Resolution in relation to Call-off Contract**	The rules of procedure for arbitration proceedings shall be as follows: a. [*describe the proceedings that are to apply e.g.*] KPLC and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-eight (28) days from the commencement of such informal negotiations, KPLC and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.

FWAGP 9.1	A Performance Security shall be required for the Call-off Contract. The amount of the Performance Security shall be: **10% of the Call-off Contract Price**. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
FWAGP 9.1	The Performance Security shall be in the form of: a Bank Guarantee

PART 4: Secondary Procurement

This Section contains the methods and the criteria that KPLC shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in this IFT document for the Secondary Procurement process.

[KPLC shall select the criteria deemed appropriate for the Secondary Procurement process, using the samples text provided below or other acceptable wording, and delete the text in italics.

The Secondary Procurement methodology(ies) to be described in this Section must be consistent with the Secondary Procurement method(s) set out in the Invitation for Tenders which resulted in the conclusion of the Framework Agreement.]

Section X-Secondary Procurement Method(s)

1. Secondary Procurement Method(s)

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of aCall-off Contract under this Framework Agreement [is/are] *[**Direct Selection** based on balanced division of supply and competitive quotations through **mini-competition**:*

(i) Direct selection based on balanced division of supply

(ii) Competitive quotations through **mini-competition**,

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 **Direct selection based on balanced division of supply:**

1.1.1. This method will be applicable for the ***first Call-off Contract(s) only***.

1.1.2. The first Call-off Contract(s) will be awarded to the Supplier who has the **lowest evaluated base price per item/lot** as quoted in the Primary Procurement following the Criteria to Award a Framework Agreement outlined in the **TDS ITT 40.2** and in accordance with the division of supply here below:

1.1.3 Award shall be to the tenderer(s) with the lowest evaluated price per item following the procedure described in (1) above and TDS 40.1

1.2 **Competitive Financial Bids (Mini-Competition):**

1.2.1. This method will be applicable for the award of ***Subsequent Call-off Contract(s)***

1.2.2. KPLC will prepare a **Mini-competition Financial Bids (MFB) as and when required** and invite all eligible Suppliers holding a Framework Agreement that includes the Goods to be procured under the Call-off contract, to submit competitive quotations.

1.2.3. KPLC shall award to the Supplier whose Financial Bid is determined to have the lowest evaluated price per item / lot subject to the award criteria set out in the TDS ITT 40.2.

The Mini-competition Financial Bid will include*:*

(a) the Goods, and any Related Services, to be delivered
(b) delivery location(s)
(c) delivery date(s) or schedule
(d) quantity
(e) any additional requirement for inland transportation and other services in Kenya to convey the Goods to their final destination specified in RFQ not included in the BasePrice,
(f) details of any inspections or tests that are additional to those described in

theFramework Agreement

(g) the criteria to be applied to the evaluation of quotations

(h) the award criteria, e.g.: KPLC shall award the Call-off Contract to the Supplier whose Tender(s) has been determined to be substantially responsive to the Financial Bid; and the lowest evaluated cost.

(i) deadline for submission of quotations

(j) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the procurement

(k) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods

(l) Any other relevant information.

Suppliers are not permitted to quote a price, excluding any additional price for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in mini-competition not included in the Base Price, that is higher than the Base Price stated in the Framework Agreement, or as adjusted by the agreed price adjustment formula, if applicable and any changes in any Laws and Regulations in accordance with FWAGP 14.1

Section XI – Formation of Call-off Contract

2. Formation of Call-off Contract

KPLC shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

[Describe the procedure(s) that applies to the formation of the Call-off Contract. Be specifice.g.]

2.1 **For competitive quotations through mini-competition using a Financial Bid,** The Call-off contract if formed when: *[select one of the three Options]*

OPTION 1

"KPLC issues, the Letter of Award f Call-off Contract to the successful Supplier." *[**Add if applicable**: "*Following the formation of contract, through offer and acceptance, KPLC and Supplier shall sign a Call-off Contract as per the form contained in the Framework Agreement*."] OR*

OPTION 2

"KPLC transmits, to the successfulSupplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both KPLC and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed."

2.2 **For direct selection based on location or balanced division of supply,** the Call-off contract is formed when KPLC transmits, to the successful Supplier, a Call-off Contract for signature and return, and theCall-off Contract is signed by both KPLC and the Supplier. The date that the Call-off Contract is formed, is the date that thelast signature is executed, or the date agreed by the parties.

Section XII – Award of Call-off Contract

3. Communication and Award of Call-off Contract

[Describes the process to announce the award of a Call-off Contract]

KPLC shall, at the same time as awarding the contract, communicate the award of the Call-off Contract through a Notification of Award / Letter of Award in the case of:

a. Direct Selection to all FWA Suppliers for the items included in the Call-off Contract.

b. Selection based on competitive quotations (through mini-competition) to all Suppliersinvited to submit quotations.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

c. the name and address of the successful Supplier

d. the quantity/volume of Goods being procured

e. the contract price

f. a statement of the reason(s) the recipient Supplier was unsuccessful.

Section XIII – Complaint About Award of Call-off Contract

4. Complaint About Award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint will be in accordance with the provisions in the Public Procurement and Asset Disposal Act, 2015 and Public Procurement and Asset Disposal Regulations, 2020.

Section XIV: Call-off Contract General Conditions of Contract

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Section XIV: Call-off Contract
General Conditions of Contract (GCC)

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement 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;

b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;

c. "The Goods" means equipment, machinery, related Accessories, spare-parts and/or other materials which the Supplier is required to supply to KPLC under the contract;

d. "The Services" means services ancillary to the supply of the goods such as transportation and insurance and any other incidental services, such as installation, commissioning, the operational and maintenance training of the supplied equipment and other such obligations of the supplier covered under the Contract.

e. "KPLC" means KPLC of the Republic of Kenya purchasing the goods.

f. "The Supplier" means the individual or organization supplying the goods and services under this contract.

g. "KPLC's Country" is Kenya.

h. "The Delivery Site" where applicable, means the place or places where supply of goods to deliver and performance of services to be complete.

i. "Day" means calendar day.

j. "Public funds" include:

(i) funds from government budget, Metropolitan Assembly budgets, Municipal Assembly budgetsor District Assembly budgets;

(ii) funds from government Foundations;

(iii) funds from government Trust Funds;

(iv) funds from domestic loans and foreign loanstaken or guaranteed by government;

(v) funds from state foreign aid;

(vi) Revenue received from the economic activity of state or local government agencies or other legal persons in public law financed from the Government budget, Metropolitan Assembly budgets, District Assembly budgets orGovernment foundations.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. Country of Origin

3.1 All goods and services supplied under the contract shall have their origin in Kenya or in eligible countries as specified in Special Condition of Contract.

3.2 For purposes of this clause "origin" means the place where the goods are mined, grown, produced or manufactured, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin, such standards shall be the latest issued by the concerned institution.

4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without KPLC's prior written consent, make use of any document or information enumerated in sub-clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in sub-clause 5.1 shall remain the property of KPLC and shall be returned (all copies) to KPLC on completion of the Supplier's performance under the Contract if so required by KPLC.

6. Patent Rights

6.1 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 or any part thereof in KPLC's country.

7. Performance Security

7.1 Within fourteen (14) days after the Supplier's receipt of notification of award of the contract, the successful Tenderer shall furnish performance security to KPLC in the amount specified in the Special Conditions of Contract and in the form specified in **Section XV**

7.2. The proceeds of the performance security shall be payable to KPLC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to KPLC and shall be in the form of an unconditional bank guarantee issued by a bank in Kenya acceptable to KPLC and in the form provided in the Tender Documents or another form acceptable to KPLC.

7.4 The performance security will be discharged by KPLC and returned to the Supplier not later than 28 days after expiring of one year of warranty period following the date of issue of certificate of final acceptance of equipment after installation and commissioning of equipment at the final destination.

8 Inspections and Tests

8.1 KPLC or its Representative shall, at no extra cost, have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests KPLC requires and where they are to be conducted. KPLC shall notify the Supplier in writing of the identity of any representatives retained for these purposes within 21 days after award of the Contract.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-Supplier(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, KPLC may 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.

8.4 KPLC's right to inspect, test and, where necessary, reject the goods after the goods' arrival in KPLC's country 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 prior to the goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.6 A Certificate of Acceptance shall be issued by KPLC after necessary inspection and tests of the Goods supplied as specified in SCC.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including

additional requirements, if any, as Specified in the Special Conditions of Contract (SCC), and in any subsequent instructions issued by KPLC.

10. Delivery and Transfer of Risk

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by KPLC in its Schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in the Special Conditions of Contract.

10.2 For purposes of the Contract, "FOB," "C&F," "CIF", "CIP", "DDP" "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules the Interpretation of the Trade Terms (INCOTERMS)[5] published by the International Chamber of Commerce (ICC), Paris.

10.3 Documents to be submitted by the Supplier are specified in Special Condition of Contract. The Interpretation of the Trade Terms (INCOTERMS) published by the International Chamber of Commerce (ICC), Paris. Documents to be submitted by the Supplier are specified in Special Condition of Contract.

11. Insurance

11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Such insurance shall be arranged and paid for by the supplier.

11.2 Where delivery of the goods is required by KPLC on a CIF, CIP, DDP basis, the Supplier shall arrange and pay for marine insurance, naming KPLC as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of KPLC.

12. Transportation

12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under the Contract to deliver the goods C&F, CIP, DDP or CIF or to a specified destination within Kenya, transport of the goods to the port of discharge or such other point in the country of destination including insurance and storage, as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required to effect delivery under any other terms, the Supplier shall be required to meet all transport and storage expenses until delivery.

12.4 In all of the above cases, transportation of the goods after delivery shall be the responsibility of KPLC.

12.5 Where the Supplier is required under the Contract to deliver the goods CIF or CIP or DDP or C&F, no further restriction shall be placed on the choice of the ocean carrier. Where the Supplier is required under the Contract (i) to deliver the goods FOB, and (ii) to arrange on behalf and at the expense of KPLC for ocean transportation on specified conference vessels or on national flag

carriers of KPLC's country, the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the goods within the time period(s) specified in the Contract.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a. performance or supervision of on-site assembly and/or startup of the supplied Goods;

b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c. furnishing of a detailed operations and maintenance manual for each, appropriate unit of the supplied Goods;

d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of KPLC's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier.

a. such spare parts as KPLC may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

b. in the event of termination of production of the spare parts:

i. advance notification to KPLC of the pending termination, in sufficient time to permit KPLC to procure needed requirements; and
ii. following such termination, furnishing at no cost to KPLC, the blueprints, drawings, and specifications of the spare parts, if requested

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by KPLC's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 The warranty shall remain valid for ……after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of KPLC.

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

15.4 Upon receipt of such notice, the Supplier shall, within the period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to KPLC other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination

15.5 If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, KPLC may proceed to take such 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.

16. Payment

16.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in Special Conditions of Contract or in KPLC's request for Tender validity extension, as the case may be.

17. Prices

17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in Special Conditions of Contract or in KPLC's request for Tender validity extension, as the case may be.

18. Change Orders

18.1 KPLC may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for KPLC;

b. the method of shipment or packing;

c. the place of delivery; and/or

d. The Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment may be made in the Contract Price or delivery schedule, or both, and the Contract may accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of KPLC's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with KPLC's prior written consent

21. Sub-contracts

21.1 The Supplier shall notify KPLC in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3

22. Delays in the Supplier's Performance

22.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by KPLC in the Schedule of Requirements.

22.2 Except as provided under GCC clause 25, an unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

22.3 If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify KPLC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, KPLC shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, KPLC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of (10%) percent of the delayed goods Contract Price. Once the maximum is reached, KPLC may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 KPLC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by KPLC pursuant to GCC Clause 22; or

b. if the Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event KPLC terminates the Contract in whole or in part, pursuant to GCC paragraph 24.1 and 24.3 below, KPLC may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Supplier shall be liable to KPLC for any excess costs for such similar goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.3 Termination for Corrupt or Fraudulent Practices

KPLC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier, in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenders (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the benefits of free and open competition.

25. Force Majeure

25.1 For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and notinvolving either party's fault or negligence and not foreseeable.

25.2 If, at any time during the existence of the Contract, either partyis unable to perform in whole or part any obligation under thisContract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereigncapacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contractshall be postponed during the period when such circumstancesare operative.

25.3 The party which is unable to perform its obligations under thepresent Contract shall, within fourteen (14) days of occurrenceof the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligations under this clause.

25.4 Any waiver/extension of time in respect of the delivery/acceptance of any instalment or part of the goods shall not be deemed to be a waiver/extension of time in respectof the remaining deliveries.

25.5 If such inability to perform continues for a period of more thanthree (3) months, each party shall have the right to be releasedfrom further performance of the Contract, in which case,neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.

25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.

25.7 If a Force Majeure situation arises, the Supplier shall promptly notify KPLC in writing of such condition and the cause thereof. Unless otherwise directed by KPLC in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

26. Termination for Insolvency

26.1 KPLC may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to KPLC.

27. Termination for Convenience

27.1 KPLC, by written notice sent to the Supplier,may terminate the Contract, in whole or in part, at any time forits convenience. The notice of termination shall specify that termination is for KPLC's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective

27.2 The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice oftermination shall be accepted by KPLC at theContract terms and prices. For the remaining Goods, KPLC may elect:

a. To have any portion completed and delivered at theContract terms and prices; and/or
b. To cancel the remainder and pay to the Supplier anagreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers.

28. Resolution of Disputes

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

282 If, after twenty-eight (28) days from the commencement of such informal negotiations, KPLC and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration

29. Governing Language

29.1 The Contract shall be written in the language as specified inSCC. Subject to GCC Clause 30, the version of the Contractwritten in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be writtenin the English language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the Special Conditions of Contract.

31. Notices

30.1 The Contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the Special Conditions of Contract

32. Taxes and Duties

32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

Section XV: Special Conditions of Call-off Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions of Contract. The corresponding clause number in the General Conditions is indicated in parentheses. Where sample provisions are furnished, they are only illustrative of the provisionsthat KPLC should draft specifically for each procurement.

GCC Reference Clause	No.	Particulars of SCC
1. Definitions (GCC Clause 1)	1.	a. Procuring Entity is: **Kenya Power & Lighting Company Plc** P.O. BOX 30099-00100, NAIROBI, KENYA. b. The Supplier is:…… ……. *[Name and Address of Supplier]* c. The Delivery site is: ……. …… *[Insert name and address of delivery site if applicable]*
2. Country of Origin (GCC Clause 3)	2.	Any country of the World. *[Otherwise specify restrictions as applicable]*
3. Performance Security (GCC Clause 7)	3.	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. *[Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case. The following provisions should be used in the case of Goods having warranty obligation.]*
	3.2	The validity of Performance Security shall be sixty (60) days after satisfactory delivery of goods

GCC Reference Clause	No.	Particulars of SCC
4. Inspection and Tests (GCC Clause 8)	4.1	Inspection and tests prior to shipment of goods at final acceptance are as follows: a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than… .....days of the completion of inspection and tests. *[Specify the time limit for inspection and tests and the issuanceof Certificate of acceptance and/or rejection in no later than 28-56 days [as applicable] of the completion of inspection and tests.]* a) *Factory Inspection Tests – FAT* shall be conducted prior to shipment / Delivery of Goods.
5. Packing (GCC Clause 9)	5.1	Additional requirement for packing and marking as per GCC Clause 9.2 are as follows: a. 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,"
6. Delivery and Documents (GCC Clause 10)	6.1	For Goods Supplied from abroad: a. Upon shipment, the Supplier shall notify KPLCand the Insurance Company by e-mail the full details of the shipment, including contract number, description of Goods, quantity, the vessel, (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to KPLC, with a copy to the InsuranceCompany: i. Copies of the Supplier's invoice showing Good's

GCC Reference Clause	No.	Particulars of SCC
		description, quantity, unit price and total amount; ii. Original and *[insert number as required]* copies of the negotiable, clean on board, bill of lading (Consignmentnote) marked "freight prepaid" and *[insert number as required]* copies of non-negotiable bill of lading (Consignment note); iii. Copies of the packing list identifying contents of eachpackage; iv. Insurance Certificate; v. Manufacturer's or Supplier's Warranty Certificate; vi. Inspection Certificate issued by the nominated inspection agency, and the supplier's factory inspection report; and vii. Certificate of origin certified/verified by the manufacturing company in case of Goods manufactured locally. *[Other similar documents should be listed, depending upon the Incotermretained, or irrelevant document can be deleted.]*
	6.2	The documents as per clause 6.1 shall be received by KPLC at least one week before arrival of Goods at the port or place of Arrival and, if not received, the Supplier will be responsible for anyconsequent expenses.
	6.3	For Goods within Kenya: Upon delivery of the goods to the transporter, the Supplier shall notify KPLC andmail the following documents to KPLC: i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount; ii. Delivery note, transport receipt, railway receipt; iii. Manufacturer's or Supplier's Warranty Certificate; iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and v. Certificate of Origin

	6.4	The documents as per sub-clause 6.3 shall be received by KPLC before arrival of the goods and, if not received, the Supplier will be responsible for any consequentexpenses.

GCC Reference Clause	No.	Particulars of SCC
7. Insurance (GCC Clause 11)	7.1	The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.
8. Incidental Services (GCC Clause 13)	8.1	Incidental services to be provided are: i. Installation and commissioning of equipment; ii. Operational and maintenance training of equipment. iii.[Insert any other additional requirement]. *[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price. If no incidental services are required state "not applicable"]*
9. Transportation (GCC Clause 12)	9.1	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). *a. ..... [Specify other additional requirements.]*
10. Warranty (GCC Clause 15)	10.1	The manufacturer shall warrant its poles against defects in material and workmanship within a period of …… 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 poles free of cost. *[Insert appropriate months/years as per Technical Specification or Scheduleof Requirements or as per the nature of the Goods]* The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: a. make such changes, modification, and/or additions to the

GCC Reference Clause	No.	Particulars of SCC
		Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or b. Pay liquidated damages to KPLC with respect to the failure to meet the contractual guarantees.The rate of these liquidated damages shall be (0.1 to 0.5%) per week. *[The rate should be higher than the adjustment rate used in the Tender evaluation under ITT 28.5 (f) or (g).]*
	10.2	The period for correction of defects in the warranty period is: 50%. Time of the delivery schedule of the particular goods.
	10.3	…….. [specify other suitable conditions for *Warranty, if necessary]*.
11. Payment (GCC Clause 16)	11.1	Payment for Goods and Services supplied shall be made in Kenya Shillings, as follows; i. The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.
12. Prices (GCC Clause 17)	12.1	Tender Prices may be adjusted only in the case of Tender validity extension requested by KPLC. *[To be inserted only if price is subject to adjustment under GCC Clause 17.1)*
	12.2	KPLC shall not entertain Contract Price variationdue to the effect of any notice of notification of exchange rate variation of any convertible currency.
13. Liquidated Damages (GCC Clause 23)	13.1	Applicable rate for the Liquidated damages is : 0.1% to 0.5% per day. *[Applicable as per the nature of the Goods. Applicable rateshall not exceed one-half (0.5) percent per day, and the maximum shall not exceed ten (10) percent of the delayed good's Contract Price.]*

GCC Reference Clause	No.	Particulars of SCC
14. Resolution of Disputes (GCC Clause 28)	14.1	The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow: a. In the case of a dispute between KPLC anda Supplier which is a national of Kenya, the dispute shall be referred to adjudication/arbitration; and b. In the case of dispute between KPLC andthe Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UnitedNations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
15. Governing Language (GCC Clause 29)	15.1	The governing Language shall be English.
16. Notices (GCC Clause 31)	16.1	For the notice purposes KPLC and Supplier'saddress shall be as follows: KPLC's address for notice purposes: …… …… …… Supplier's address for notice purposes: ……. ……. …….

Section XVI: Secondary Procurement Forms

Secondary Procurement Forms

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Section XVI: Secondary ProcurementForms

Mini-Competition Financial Bid (MFB)
Secondary Procurement under Framework Agreement

From:	***Kenya Power & Lighting Company Plc***
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 ATT: [*Insert Buyer's name*]
Title/Position:	[*Insert Buyer / Representative's title or position*]
Telephone:	[*Insert Representatives telephone number*]
Email:	[*Insert Representatives email address*]

To:	**[*Insert Supplier's legal name*]**
Supplier's Representative:	[*Insert name of Supplier's Representative*]
Title/Position:	[*Insert Representatives title or position*]
Address:	[*Insert Supplier's address*]
Telephone:	[*Insert Representatives telephone number*]
Email:	[*Insert Representatives email address*]

Framework Agreement (FWA):	**[*Insert short title of FWA*]**
FWA Date:	[*Insert FWA Date*]
FWA Reference No.	[*Insert FWA reference*]

RFQ Ref No.:	[*Insert RFx reference*]
MFB Date:	[*Insert date of MFB*]
MFB Closing Date:	[*Insert closing date of MFB*]
MFB issued:	This MFB has been transmitted by: **SAP Tendering Portal on www.kplc.co.ke** **RFx No…….**

Attachments:

Annex 1: KPLC Requirements
Annex 2: Quotation Form and Evaluation Criteria
Annex 3: Call-off Contract for Supply of Goods [*this may be the Call-off Contract Form or another acceptable template*]

Annex 1 – 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 forthe Goods [*add if applicable:* "and the Related Services,"] described in Annex 1: KPLC/Lead Entity/Procurement Agent's Requirements, attached to this RFQ.

2. Price

a. Your bid must be submitted in the format contained in Annex 2: Supplier Quotation Form.

b. Your bid, excluding any additional price for inland transportation and other services required in KPLC's Country toconvey the Goods to their final destination specified in RFQ not included in the Base Price, cannot be higher than the Base Price for the Goods [*add if applicable:* "and Related Services,"] as established in the Framework Agreement: Price Schedules adjusted for any change in Laws and Regulations in accordance with FWA Specific Provisions. Price Schedules, adjusted by applying the price adjustment formula 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 totheir final destination specified in RFQ not included in the Base Price shall be quoted.

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 [*insert number of calendar days*]

3. Performance Security [*delete if no performance security is required*]

a. If your bid is successful, you will be required to provide a Performance Security in accordance with the Call-off Contract.

4. Clarifications

a. If you require clarification(s) regarding this MFB, send your request in writing (email orhard 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. inhard copy with 3 copies, by email, through e-procurement system*].

b. The deadline for submission of Bids is [*insert time, day, month, and 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 afterthe 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 thecriteria and methodology described in the Framework Agreement: Secondary Procurement.

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 onthe same, or similar terms. [*Instructions: complete a draft Call-off Contract for this procurement and attach it to this MFB*]

On behalf of KPLC:

Signature:_____

Name: _____

Title/position:_____

2. SCHEDULE OF REQUIREMENTS

(KPLC will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns D and E).

Table A

A **Item**	**B** **Description of Goods/works/services** ***(Procuring Entity to select one)***	**C** **Quantity**	**Delivery Point D**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
ETC.			

Signature _____
And seal/Stamp

Name _____

Position _____

Position:

Authorized for and on behalf of (specify name of tenderer)

Name: _____

Date _____

3. DELIVERY SCHEDULE

Part A – Delivery Schedule of Goods Required

MFB No. …….
MFB Name: ……

All deliveries shall be made to KPLC Stima Plaza at Administration Office Basement Floor upon issuance of LPO and sample approval.

The contract shall be for one (1) year after commencement and actual delivery schedule shall be as specified in the local purchase order (LPO)

Part B – Guaranteed Lead Time (GLT) for materials

No	Description	Qty	Unit of Measure	Delivery Location	KPLC's Projected GLT (Total time from order to delivery)	Bidder's GLT (Total time from LPO to delivery)
1						
2						
3						
4						

Disclosure of Information on Delivery Performance for Previous Orders (Last 2 years)								
No.	**Purchase Order**	**Company**	**Date**	**Item Code**	**Item Details**	**Quantity on Order**	**Quantity Delivered**	**% Delivered**
1								
2								
% Delivered								

Yours sincerely,

_____
Name of Tenderer

_____
Signature of duly authorized person signing the Tender

_____
Stamp or Seal of Tenderer

4. EVALUATION CRITERIA

a) MANDATORY REQUIREMENTS

The following requirements are mandatory and the criteria for the evaluation:

1. *Submit the Form of Quotation duly completed and Signed with the following:*
   a) Duly filled and signed Certificate of Independent Quotation Determination
   b) Duly filled and signed Self-declaration form
2. *Valid Trading License / Business Permit*
3. *Submit Valid Tax Compliance Certificate or equivalent for foreign bidders*
4. *Submit CR12 form or equivalent for foreign bidders*
5. *Submit Certificate of Incorporation*
6. *Delivery Schedule and Guaranteed Lead Time. Suppliers with more than 50% outstanding orders will not be eligible for award.*
7. *The validity period of the Financial Bid shall be 180 days from the date of Bid opening.*
8. *Submission of a copy of:-*
   a) Manufacturer's Warranty Form, duly filled, signed and stamped.
   b) Approved schedule of Guaranteed Technical Particulars (GTPs)
   c) Approved Technical Drawings

b) TECHNICAL REQUIREMENTS

1. *Confirmation of the Manufacturer's Warranty Form.*
2. *Confirmation of the approved Schedule of Guaranteed Technical Particulars (GTPs)*
3. *Confirmation of the approved Technical Drawings.*
4. *Delivery performance – Suppliers must have delivered at least 50% of outstanding LPOs* ***(As long as the delay is not attributed to KPLC)***

.

c) FINANCIAL REQUIREMENTS

1. *Submit duly filled, signed, and stamped price schedule*
2. *Prices quoted shall be based on Delivery Duty Paid (DDP) terms and in Kenya Shillings.*
3. *Confirmation of and considering Price Schedule duly completed and signed.*
   *(**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)*
4. *Taking into account the cost of any deviation(s) from the tender requirements.*
5. *Conducting a financial comparison, including conversion of tender currencies into one common currency.*
6. *Confirming the Supplier's offered Delivery Schedule meets KPLC's requirements.*

d) AWARD CRITERIA

1. *The successful supplier shall be the one with the lowest evaluated price per lot/item subject to the award Criteria set out under Section X – Secondary Procurement Method,* ***clause 1.2.3*** *and the* ***TDS ITT 40.2.***

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.
3. Award Criteria will be to the lowest evaluated supplier per lot / item *(Choose one).*
4. No bidder will be awarded more than ……. lots per ……. unless there is no other qualified supplier (not applicable to this tender)

MFB ANNEX 2: SUPPLIER QUOTATION FORMS

FINANCIAL BID AND QUALIFICATION DOCUMENTS

Instructions to Supplier. Supplier must complete and submit as part of the Form of quotation.

(i) SCHEDULE OF REQUIREMENTS TABLE

(ii) DELIVERY SCHEDULE

(iii) PRICE SCHEDULE

(iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

(v) SELF-DECLARATION FORM

(vi) FOREIGN TENDERER 40% RULE *(where provided)*

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ 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 quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.

2. **Validity of Quotations**: The quotation will be held valid for _____ days from the date of submission.

3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.

4. **Sealing and Marking of Quotations**: Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the KPLC. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

   Address for Submission of Quotations.

   1) Name of Procuring Entity _____

   2) Mailing Address: Postal Address (include name of Officer to be attentional)

      _____

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

      _____

   4) Date of Submission (deadline): _____ (*day, month and year).*

      Time of Submission (deadline): _____ (*Kenya time).*

6. **Opening of Quotations**: Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the KPLC.

7. **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). 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.

8. **Invitation not transferable**: This invitation is not transferable to other firms or individuals not so invited.

9. **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

10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.

11. **Alternative Quotations:** Tenderers **are permitted/not permitted** *(select one)* to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services *(select one*). Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the KPLC.

12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. The KPLC shall allow/not allow quotations in foreign currency (*KPLC to select one)*.

13. **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 / Busines Permit (ii) certificate of registration, and (iii) tax compliance certificate (iv) valid AGPO Certificate (where applicable);

    ii) Technical examination to determine goods eligibility, Delivery capacity, 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.

14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.

15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation

16. **Right to Reject**: The KPLC reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

1. FINANCIAL BID FORM *[To be completed by Tenderer]*

Financial Bid Addressed to (*KPLC)*	The Kenya Power & Lighting Company Plc, P.O Box 30099 – 00100, Stima Plaza, Kolobot Road, Parklands, Nairobi, KENYA.
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.

2. In compliance with your request for quotations 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 attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings_____(in words) _____

   OR in Foreign Currency (*if allowed*), Currency_____amount_____(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 quotation 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 the KPLC, attached below.

The Delivery/Completion period offered is: _____ days from date of

Acceptance of Quotation. The warranty period offered is _____ years.

Quotation Authorized by (Supplier's Representative:

Name and designation _____

Signature and Official Stamp: _____

2. PRICE SCHEDULE

MFB No. ……..
Name: ……..

No	Description	Qty	Unit of Measure	Delivery Location	Unit Price DDP/DAP Vat Excl.	Total price DDP / DAP Vat Excl.
1						
2						
3						
4						
5						
6						
7						
8						
etc.						
SUB TOTAL						
VAT						
GRAND TOTAL VAT Inclusive						

Yours sincerely,

_____

Name of Supplier

_____

Signature of duly authorized person signing the MFB

_____

Stamp or Seal of Supplier

NOTES: -

1. 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 MFB.

2. Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall

remain valid for One hundred and eighty (180) days from the closing date of the MFB. ***Please note that prices indicated on the KPLC SRM portal should be exclusive of VAT***

3. CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to **KPLC** 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

_____

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

4. SELF-DECLARATION FORM

We, the Tenderer_____*(insert name)* submitting our Quotation in respect of Quotation No_____for_____*(insert quotation Title Description*) for ***KPLC*** *(insert Name of Procuring Entity)*

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:

   i) the MFB for the above Quotation;
   ii) Kenya's Public Procurement and Asset Disposal Act, 2015*)* and its attendant Regulations;

   iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and

   iv) any such other Acts or Regulations of Government of Kenya;

b) Have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of ……. *(name of the procuring entity);*

c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;

d) Have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer: ..... *[Insert complete name of tenderer signing the quotation]*

Name of the person duly authorized to sign the quotation on behalf of the Tenderer: ..... *[Insert complete name of person duly authorized to sign the quotation]*

Title of the person signing the Quotation: ..... *[Insert complete title of the person signing the quotation]*

Signature of the person named above: ..... *[Insert signature of person whose name*

and capacity are shown above]

5. FOREIGN SUPPLIER 40% RULE (where applicable)

(not to be included in the MFB for supply of goods, supply and installation of plant and equipment, insurance, purchase of property, and other MFB where this rule may not be practical).

Pursuant to the provisions in the Public Procurement and Disposal Act, 2015, a Foreign Tenderer must complete this form to demonstrate that the quotation 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				
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		XXXXX	
	TOTAL CONTRACT PRICE		XXXXX	

6. Sample Letter of Award of Call-off Contract

[Modify as appropriate]

[Use letterhead paper of KPLC]

[Date]

To: *[name and address of the Supplier]*

Subject: ***Notification of Award of Call-off Contract No.*** . . . .

In reference to the Framework Agreement [*insert reference number and date*]

[*For mini-competition, add the following:* "and your Quotation [*insert reference number and date*] has been accepted."]

please find inclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within [*insert no of days*].

[Insert the following if Performance Security is required: "You are also requested to furnish a Performance Security within [*insert no of days*] in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security Form*s* included in the Framework Agreement Secondary Procurement Forms. "]

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Entity: _____

Attachment: Call-off Contract

Annex 3:
Form No. 1 - Call-off Contract for the supply of Goods

Framework Agreement (FWA):	*[insert short title of FWA]*
FWA Date:	*[insert FWA date]*
FWA reference number:	*[insert FWA reference number]*
Goods:	*[short title for type of Goods*]

The successful supplier shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the_____*[insert: **number]*** day of_____*[insert: **month]***, *[insert: **year]***. BETWEEN (1)_____*[insert complete name of Procuring Entity* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) _____*[insert name of Supplier**]***, a corporation incorporated under the laws of *[insert: country of Supplier**]*** and having its principal place of business at_____*[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

3. WHEREAS KPLC invited quotations for certain Goods and ancillary services, viz., _____

[insert brief description of Goods and Services] and has accepted a quotation by the Supplier for the supply of those Goods and Services, KPLC and the Supplier agree as follows:

i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

ii) 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) Letter of Award of Call-off Contract
(b) Supplier's Price Schedule (if applicable)
(c) Addenda No._(if any)
(d) Special Conditions of Call-off

Contractand by reference the

following documents:

(e) Framework Agreement,
(f) Section VIII- Framework Agreement General Provisions,
(g) Section IX- Framework Agreement Specific Provisions
(h) Section V: Schedule of Requirements *[insert relevant items from section V as applicable to the* Call-off *contract such as technical specifications, any drawings, andinspection and tests]*
(i) Section XV: Call-off Contract General Provisions

iii) *[List any other document]*In consideration of the payments to be made by KPLC to the Supplier as specified in this Agreement, being KSHs …… the Supplier hereby covenants with KPLC to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The goods will be delivered [months/weeks/days] after the Commencement Date.

5. 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.

6. KPLC hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

7. 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 indicated above.

8.

For and on behalf of KPLC

Signed:_____*[insert signature]*

in the capacity of_____*[insert title or other appropriate designation]*

In the presence of_____*[insert identification of official witness]*

For and on behalf of the Supplier

Signed:_____*[insert signature of authorized representative(s) of the Supplier]* in the capacity of

_____*[insert title or other appropriate designation]* in the presence of__*[insert identification of official witness]*

Attachment

1. Special Conditions of Call-off Contract
2. Supplier's Price Schedule (if applicable)
3. *[Any other documents]*

FORM NO. 2 - 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 CONTRACT NO …….. TO BE SUPPLIED BY …….(*indicate your name or the supplier you have authorized)*

WE HEREBY WARRANT THAT:

c) 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.
d) 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 authorised person for and on behalf of the Manufacturer.

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

NOTES TO TENDERERS AND MANUFACTURERS

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

FORM NO. 3 - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank's Letterhead) **Date:**

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

WHEREAS…… (hereinafter called "the Supplier") has undertaken, in pursuance of your Contract Number……. (*reference number of the Contract)* dated …… *(insert Supplier's date of quotation taken from the Quotation Form)* to supply …… (*description of the Goods*) (hereinafter called "the Contract);

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

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

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

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

EITHER

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

This ……day)
) _____
) BANK SEAL

Of ……20….)
In the presence of :-)
)
_____)
)
And in the presence of: -)
)
_____)

OR

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

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

_____
Signature(s) of the duly authorised person(s)

NOTES TO SUPPLIERS AND BANKS

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

7. *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.*

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

FORM NO. 4 - PERFORMANCE SECURITY (LC)

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

Form of Documentary credit - "Irrevocable Standby"

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

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

The SBLC should be available – "By Payment"

Drafts should be payable at - "SIGHT"

Documents required -

1. Beneficiary's signed and dated statement demanding for payment under the letter of credit no……. (*Insert LC No*.) As……. (*Name of Applicant*) (Hereinafter called the "Supplier") indicating that the "Supplier" has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Supplier.

2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the Applicant.

2. (Include) that there should be no conditions requiring compliance with the specific regulations or a particular country's laws and regulations.

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

Confirmation instructions – (See notes below)

NOTES TO SUPPLIERS AND BANKS

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.*
2. *KPLC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security (LC) may be deemed as invalid and the Contract nullified.*
9. ***The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – "guarantees@ kplc.co.ke"***

FORM NO. 5 - DRAFT LETTER OF NOTIFICATION OF REGRET

To: (Name and full address of the Unsuccessful Supplier)…… Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF MFB NO. ……

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

1. ……
2. ……
3. …… etc…

The successful bidder was _____.

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

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

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

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

Yours faithfully,
FOR: THE KENYA POWER & LIGHTING COMPANY PLC

GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS

FORM NO. 6 - SUPPLIER EVALUATION FORM

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

Name of Firm……...Date……
Category of Product/Service (e.g. Conductors) ……
Period of evaluation…….....

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

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

Score in Percentage % ……

PERFORMANCE LEVEL DEFINATION;

≥75% - KP1 GREEN
50% - KP2 AMBER
25% - KP3 YELLOW
≤25% - KP4 RED

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

Appendix I:

Technical Specifications, Drawings, Inspections and Tests

(To be attached)

APPENDIX II – TABLE OF CHANGES

NO.	SECTION	CLAUSE	DETAILS OF CHANGE