



---

*The Kenya Power & Lighting Co. Ltd.  
Central Office – P.O. Box 30099, Nairobi, Kenya  
Telephone – 254-02-3201000-Telegrams 'ELECTRIC'- [www.kenyapower.co.ke](http://www.kenyapower.co.ke)  
Stima Plaza, Kolobot Road*

**Our Ref: KP1/6E.2/PT/2/17/A61**

**20<sup>th</sup> APRIL, 2017**

Dear Sir/ Madam:

**CLARIFICATION No. 3 OF BIDDING DOCUMENT FOR ICB NO: KP1/6E.2/PT/2/17/A61  
SUPPLY OF LINE HARDWARE, INSTALLATION AND COMMISSIONING OF  
EXTENSION OF MV LINES, LV SINGLE PHASE LINES AND SERVICE CABLES FOR  
ELECTRIFICATION PROGRAM**

The following clarification is made on the Bidding Document for Supply of Line Hardware, Installation and commissioning of extension of MV Lines, LV Single Phase Lines and service cables for Electrification program.

No.	BID REQUIREMENT	CLARIFICATION
1	<b>Section IV-Bidding Form</b>  As per the form of bid security (Bank Guarantee)-The guarantee is subject to the uniform Rules FOR Demand Guarantees,ICC Publication No.458	URDG ICC No.458 last paragraph of the form ( <b>Copy attached as Appendix I</b> ) is old law and was replaced with URDG ICC No.758.  URDG ICC No.758 therefore supersedes URD ICC No.458.  The guarantee should therefore be subject to the uniform Rules FOR Demand Guarantees, <b>ICC Publication No.758</b>

**Yours faithfully,**  
**For: KENYA POWER & LIGHTING COMPANY LIMITED.**

**ENG. JOSEPH GATHURU**  
**ELECTRIFICATION PROJECT MANAGER**

## Form of Bid Security (Bank Guarantee)

\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]