



Kenya Power

TENDER NO. KP1/9A.2/OT/59/NM/18-19
TENDER DOCUMENT
FOR PROVISION OF DISTRIBUTION TRANSFORMER
REPAIR SERVICES
LOCAL FIRMS ONLY
JULY 2019

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

OPEN TENDER DOCUMENT FOR SERVICES

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INTRODUCTION

Dear Prospective Bidder,

1. Description of The Kenya Power & Lighting Company Limited and our Core Business

- 1.1 The Kenya Power & Lighting Company Limited (KPLC) is a limited liability company registered under the Companies Act, Chapter 486 of the Laws of Kenya. It was incorporated in 1922 as the East African Power & Lighting Company Limited. KPLC was listed on the Nairobi Stock Exchange (NSE) in 1954. The Company changed to its present name in 1983.
- 1.2 Our shareholders include the Government of Kenya (GoK), institutional and individual persons. KPLC is a public company with GoK holding the majority block of shares. We are subject to the State Corporations Act, Chapter 442 of the laws of Kenya and the laws governing procurement by public bodies, mainly the Public Procurement and Disposal Act, 2015 and the various regulations made there-under.
- 1.3 Our Vision is “Energy Solutions Provider of Choice”
- 1.4 Our Mission is “Powering people for better lives by innovatively securing business sustainability.”
- 1.5 Our Core Business is bulk purchase of electrical energy; transmit; distribute; supply electrical energy and related customer services throughout Kenya.
- 1.6 Our Core Values were developed to support the Company’s Mission. These Values are Customer First, Passion, Excellence, Accountability, Integrity, Teamwork.

2. Organizational and Business Structure

- 2.1 Our headquarters is referred to as Central Office located at Stima Plaza, Kolobot Road, Parklands, Nairobi.
- 2.2 At present the regions are geographically split as follows - Nairobi South, Nairobi North and Nairobi West Regions, with their main offices in Electricity House, Harambee Avenue Nairobi Central Business District; West Kenya Region with the main office in Electricity House on Oginga Odinga street in Kisumu, South Nyanza Region with the main office in Lengetia House off Moi Avenue Kisii town, Coast Region with the main office in Electricity House, Nkrumah Road, Mombasa Central Business District, Mount Kenya Region with the main office in Stima House Nyeri; North Rift Region with main office at KVDA Plaza Eldoret, North Eastern Region with the main office at Thika Arcade and Central Rift Region with the main office at Electricity House – Moi Road in Nakuru.
- 2.3 As part of our growth and transformation strategy, from 2009 the Company engaged in a process of rebranding in a programme dubbed “Project Mwangaza”. Part of the results of this has been the change of our logo to a new one depicted as a bulb with the words “Kenya Power” at the bottom

- 2.4 However, the name of the Company remains the same i.e. The Kenya Power & Lighting Company Limited (abbreviated as KPLC).

3. *The Objective*

- 3.1 The promulgation of the new Constitution on 27th August 2010, the expansion of operations within KPLC and other developments within the energy sector together with the changes in legislation affecting KPLC necessitate continuous review and improvement of our operations and business. As a state corporation Kenya Power and Lighting and Company commits to contracting for goods or services using a system that is fair, equitable, transparent, competitive and cost-effective in accordance with article 227 of the constitution of Kenya.
- 3.2 KPLC wishes to engage suitably qualified firms to offer transformer repair services, which is not intended to prevent, restrict or distort competition.

4. *Confirmation and Verification of Bid Documents*

- 4.1 All bidding firms are advised to :-
- 4.1.1 Follow and conform to the information contained in the Tender Document in preparing and submitting its bid.
- 4.1.2 Ensure that they officially verify the accuracy, authenticity and validity of any and/or all documentation, certification or information obtained from third parties eg. Kenya Revenue Authority (*KRA*), professional organizations, letters from references that they intend to or submit to KPLC as part of their bid.
- 4.2 The bidders are also encouraged to demonstrate high degrees of integrity, fidelity to and honesty in the information supplied to KPLC as part of their bids. The information should be as clear and concise as possible.
- 4.3 KPLC advises bidders that any deviations from the contents of this paragraph may lead to disappointment and automatic disqualification of such bidder.

SECTION I - INVITATION TO TENDER
JULY 2019

TENDER REFERENCE NUMBER AND NAME:

KP1/9A.2/OT/59/NM/18-19 FOR PROVISION OF DISTRIBUTION TRANSFORMER REPAIR SERVICES

1.1 The Kenya Power & Lighting Company Limited hereinafter referred to as KPLC invites bids from eligible Tenderers for provision of distribution transformer repair services. Tenderers may obtain further information from the General Manager, Supply Chain, KPLC 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 requirement may be obtained from the KPLC E-Procurement portal beginning on 02/07/2019.

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 saved as PDF documents marked KP1/9A.2/OT/59/NM/18-19 FOR PROVISION OF DISTRIBUTION TRANSFORMER REPAIR SERVICES and 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**. Tenders will be opened thereafter.

1.4 Prices

Prices quoted on the price schedule and tender form shall be inclusive of all taxes duties, levies and delivery costs to the premises (where applicable) of KPLC or other specified site and **must be in Kenya Shillings** and shall remain valid for One Hundred and Eighty (180) 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 (or as otherwise advised)

1.6 There will be a pre-bid meeting on **09/07/2019** to be held at the **Stima Plaza Auditorium** at **10.00 a.m.** Attendance for all prospective bidders is recommended.

SECTION II - TENDER SUBMISSION CHECKLIST

A. Tender Submission Format - Non-Financial Proposal

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Tender Security	
2	Declaration Form	
3	Duly completed Tender Form (Non-financial)	
4	Copy of Company or Firm's Registration Certificate/Partnership Deed	
5*	Copy of PIN Certificate	
6*	Copy of Valid Tax Compliance Certificate	
7	Confidential Business Questionnaire (CBQ)	
8	Firm profile (Company profile)	
9	CVs of all Team Members including Team Leader	
10	Academic and Professional certificates of Team Leader	
11	Names with full contact as well as physical addresses of previous clients of similar services	
12	Routine tests reports (previous) for size of transformer offered	
13	KEBS Diamond mark of quality/Standardization mark certificate	
14	Process card for repair of distribution transformers.	
15	List of test and measuring equipment indicating their accuracy class (with valid calibration certificates from an accredited third party laboratory/National Laboratory).	
16	Details of plant & machinery at workshop along with capacity of various machines.	
17	Details of available man power supported by the bidders payroll schemes including terms of service, experience in similar/ related job along with proof of local content for foreign firms. Foreign employees should submit certified copies of valid work permits (certified by notary public).	
18	Details of qualified engineer including photo, cv and certified copies of professional and academic certificates (certified by commissioner for oaths/notary public)	
19	Details of factory space including size of oven, provision for lifting cranes and other loading & unloading arrangements.	
20	Any other document or item required by the Tender Document that is non-financial. (The Tenderer shall specify such other	

	documents or items it has submitted)	
21	Copy of a CR12 search showing list of Directors.	

B. Tender Submission Format – Financial Proposal

This order and arrangement shall be considered as the Tender Submission Format, Financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Complete Price Schedules	
	<p>Audited Financial Statements required must be those that are reported within 3 years (36) calendar months of the date of the tender document. The statement must be stamped and signed. The auditors must be a valid ICPAK registered practitioner.</p> <p>For bidding firms registered in the last one year, 6 months signed and certified Bank statements will be accepted <i>(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).</i></p>	
2	Any other document or item required by the Tender Document that is financial. (The Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERERS ON TENDER SUBMISSION CHECKLIST**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan Registered Tenderers must provide a valid Tax Compliance Certificate.
2. All Kenyan Registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).

TABLE OF PARAGRAPHS ON INSTRUCTIONS TO TENDERERS

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the KPLC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- e) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- f) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- g) *“The Tenderer” means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.*
- h) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- i) *words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- j) *words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*
- k) *Local means those firms that are registered and undertaking their business in Kenya*
- l) *CBK – Central Bank of Kenya(<https://www.centralbank.go.ke/>)*
- m) *‘KPLC Engineer’ means the contract implementation team leader appointed by the accounting officer as per section151 of the PPAD Act 2015*

3.2 Eligible Tenderers

3.2.1 This Invitation to Tender is open to all Tenderers duly registered in Kenya and authorized to carry out the business of transformer manufacturing and/or transformer

repairs - as described in the **APPENDIX TO INSTRUCTIONS TO TENDERERS**. Successful Tenderers shall provide the services in accordance with this Tender and the ensuing contract.

3.2.2 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 of 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;
- and
- (g) is not guilty of any serious violation of fair employment laws and practices.

3.2.3 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 services under this Invitation to Tender.

3.3 Declarations of Eligibility

3.3.1 Tenderers shall not be under declarations of ineligibility for corrupt and fraudulent practices.

3.3.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XVI.

3.3.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.4 Pre-Bid Meeting

3.4.1 KPLC will conduct a pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.

- 3.4.2 The Tenderer's designated representative is invited to attend the pre-bid meeting, which will take place from 9.30 am, Tuesday 9th July, 2019. The venue shall be Auditorium, Stima Plaza, Kolobot Road, Parklands, Nairobi.
- 3.4.3 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach KPLC before the pre-bid meeting.
- 3.4.4 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting may be transmitted to all who duly obtain the Tender Document.
- 3.4.5 Tenderers are encouraged to attend the pre-bid meeting.

3.5 Cost of Tendering

- 3.5.1 Subject to sub-paragraph 3.5.2 the Tenderer shall bear all costs associated with the preparation and submission of its Tender. KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.5.2 There are no charges for downloading the tender document.
- 3.5.3 Tender documents detailing the requirements may be obtained by downloading tenders online from the KPLC website (www.kplc.co.ke). No tender documents will be issued from any KPLC office.
- 3.5.4 Within twenty-four (24) hours of downloading the tender document, the Contractors should send only by e-mail its name, e-mail address(es) and telephone/mobile number to the following: -

The Manager, Supply Chain (Procurement)
 The Kenya Power & Lighting Company Limited,
 Stima Plaza, 3rd Floor, Kolobot Road, Parklands,
 P. O. Box 30099 – 00100,
 Nairobi, Kenya.

Email: JNdinya@kplc.co.ke

Cc: MBasweti@kplc.co.ke

Cc: Ckamala@kplc.co.ke

3.6 Contents of the Tender Document

- 3.6.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
- a) *Introduction*
 - b) *Invitation to Tender*
 - c) *Tender Submission Checklist*
 - d) *Instructions to Tenderers*
 - e) *Schedule of Requirements*
 - f) *Price Schedule for Services*
 - g) *Evaluation Criteria*

- h) *General Conditions of Contract*
- i) *Special Conditions of Contract*
- j) *Tender Form*
- k) *Confidential Business Questionnaire Form*
- l) *Evaluation Criteria and its Table*
- m) *Declaration Form*
- n) *Contract Form*
- o) *Tenderer's Commentaries*
- p) *Format of CV for Key Staff*
- q) *Methodology*
- r) *Conditions of Appointment (General and Special)*
- s) *Performance Security Form (Bank Guarantee by Tier 1 Bank as classified by CBK)*
- t) *Details of Service – Service Level Agreement*

3.6.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

3.6.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.7 Clarification of Documents

3.7.1 A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager (Procurement) in writing or by post at KPLC's address indicated in the Invitation to Tender numbers 1.1 and 1.3.

3.7.2 KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPLC. Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be published and accessible to all prospective Tenderers on the KPLC's tendering portal.

3.7.3 The request for clarification shall also be sent to the following: -

The Manager, Supply Chain (Procurement)

The Kenya Power & Lighting Company Limited,

Stima Plaza, 3rd Floor, Kolobot Road, Parklands,

P. O. Box 30099 – 00100,

Nairobi, Kenya.

Email: JNdinya@kplc.co.ke

Cc: MBasweti@kplc.co.ke

Cc: Ckamala@kplc.co.ke

3.7.4 KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than **seven (7) days** prior to the deadline for the submission of Tenders, prescribed by KPLC. Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be sent to all prospective law firms that have duly received the Tender Document prior to that period.

3.8 Amendment of Documents

3.8.1 At any time prior to the deadline for submission of Tenders, KPLC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

3.8.2 Amendment(s) (*hereinafter referred to or otherwise known as addendum*) will be published and accessible to all prospective Tenderers on the KPLC's tendering portal.

3.8.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPLC, at its discretion, may extend the deadline for the submission of Tenders.

3.9 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KPLC, shall be written in English language, any printed literature furnished by the Tenderer may be written in another language provided that they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.10 appendix the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.3, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.14 that the Tenderer is eligible to tender and is qualified to perform the service if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.16 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *A detailed list of previous clients as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference and evaluation as per the Evaluation Criteria.*

3.11 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Services to be performed, a brief description of the services, quantity (where applicable) amongst other information required.

3.12 Tender Prices

3.12.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices of the services it proposes to provide under the contract.

3.12.2 Prices indicated on the Price Schedule shall be inclusive of all costs for the services including insurances, duties, levies, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise. “Direct taxes” are applicable, if any

Section 20 of the Insurance Act Cap 487 requires all imports to the country to be insured with a local insurance company. It is now mandatory for all marine cargo imports to adhere to this requirement.

3.12.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.

3.12.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.13 Tender Currencies

For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings. No other currency may shall be accepted for evaluation or award.

3.14 Tenderer’s Eligibility and Qualifications

3.14.1 Pursuant to paragraph 3.2, 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.

3.14.2 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 technical and legal capability to provide the services.*
- b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide audited financial Statements which must be those that are reported within Twenty four (24) calendar months of the Date of the Tender Document.*

(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).

- c) *Valid and current Tax Compliance Certificate issued by the Kenya Revenue Authority (KRA). The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.*
- d) *that the Tenderer has the technical and production capability necessary to be appointed and perform the Services well when called upon to do so.*

3.15 Past Record

- 3.15.1 Tenderers with a record of unsatisfactory or default in performance obligations in any contract or service delivery shall not be considered for evaluation or award.
- 3.15.2 For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than six (6) months in any assignment or service delivery.

3.16 Conformity of Services to Tender Documents

- 3.16.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all Services that the Tenderer proposes to perform under the contract.
- 3.16.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data.
- 3.16.3 For purposes of the documentary and other evidence to be furnished the Tenderer shall note that standards for competence, professionalism, material, and equipment, designated by KPLC in its Evaluation Criteria are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial and/or higher equivalence to those designated in the Tender Document.

3.17 Deviations

- 3.17.1 Where a Tenderer deems that it possesses competency that may not aptly fit into any of the evaluation criteria set out in the Tender document, it is at liberty to provide a statement of deviations from the tender requirements on a separate sheet of paper clearly marked as "Statement of Deviations".
- 3.17.2 The Statement should include the following: -
 - a) the specific tender document requirement
 - b) the deviation proposed by the Tenderer
 - c) the details of the deviation
 - d) justification or reason for the deviation

- e) Where possible, the Tenderer's cost of that deviation and its estimate of the cost of complying with KPLC's requirement without the deviation.

3.18 Demonstration(s), Inspection(s) and Test(s)

- 3.18.1 Where required in the tender, all Tenderers shall demonstrate ability to perform the required service in conformity with the contract.
- 3.18.2 KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test. This shall form part of the Technical evaluation process in this tender.
- 3.18.3 KPLC shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. This shall exclude any confidential information held by the Tenderer.
- 3.18.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.19 Warranty

- 3.19.1 Where required in the Tender, all Tenderers must also provide a Warranty that services to be rendered 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 or application of the services under the conditions obtaining in Kenya.
- 3.19.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services, or any portion thereof as the case may be, have been rendered.

3.20 Tender Security

- 3.20.1 The Tenderer shall furnish, as part of its Tender, as indicated in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the Tender Security Box on *KPLC Supply Chain - Procurement Department,*) on or before the opening date and time and receipt acknowledged by KPLC evidenced by a stamped copy.

***NB – Tender Security Details – Refer to the Appendix to Instructions to Tenderers**

- 3.20.2 The tender security shall be either one or a combination of the following: -
- a) An original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The

LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

- d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form
- 3.20.3 The tender security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.
- 3.20.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee or a Standby Letter of Credit issued on behalf of local bidders, should be from a commercial bank licensed by the Central Bank of Kenya. A Tender Security in form of a Standby Letter of Credit issued on behalf of foreign bidders by foreign banks, should be confirmed by a commercial bank licensed by the Central Bank of Kenya.
- 3.20.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.20.6 KPLC shall seek authentication of the Tender Security from the issuing bank. 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 five (5) 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 may be deemed as invalid and the bid rejected.
- 3.20.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.26.
- 3.20.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *The procurement proceedings are terminated.*
 - b) *KPLC determines that none of the submitted Tenders is responsive*
 - c) *A contract for the procurement is entered into.*
- 3.20.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.20.10 The Tender Security shall be forfeited; –
- 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 paragraph 3.39*

- c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
- d) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.18.*

3.21 Validity of Tenders

- 3.21.1 Tenders shall remain valid for One Hundred and Eighty (180) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.24. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.21.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.22 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.23 Preparation and Signing of the Tender

- 3.23.1 The Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.23.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -
 - a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary and the Power of Attorney shall accompany the Tender.*
- 3.23.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.
- 3.23.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 3.23.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.
- 3.23.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

3.24 Deadline for Submission of Tenders

- 3.24.1 Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF format.
- 3.24.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.28, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.25 Modification and Withdrawal of Tenders

- 3.25.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.
- 3.25.2 No Tender may be modified after the deadline for submission of Tenders.
- 3.25.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where KPLC extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KPLC extends the initial validity period.

3.26 Opening of Tenders

- 3.26.1 KPLC shall open all Tenders promptly at the date and time specified in the KPLC tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.26.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.26.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.26.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.27 Process to be Confidential

- 3.27.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.27.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KPLC announces to the successful qualified bidder and unsuccessful bidders of the outcome of the Tender. In any event, official disclosure by KPLC of any information upon conclusion of that process may contain only the information permissible by law in summary form.
- 3.27.3 Information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until the award of Contract is announced.
- 3.27.4 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's bid.

3.28 Clarification of Tenders and Contacting KPLC

- 3.28.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.28.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.28.3 Save as is provided in this paragraph and paragraph 3.27 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender openings to the time the contract is awarded.
- 3.28.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.29 Preliminary Evaluation and Responsiveness

- 3.29.1 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 substantially 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.
- 3.29.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.29.3 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.

3.30 Minor Deviations, Errors or Oversights

- 3.30.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the Services set out in the Tender Document.
- 3.30.2 Such minor deviation -
- a) *shall be quantified to the extent possible,*
 - b) *shall be taken into account in the evaluation process, and,*
 - c) *shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.*

- 3.30.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.
- 3.30.4 A material deviation or reservation is one –
- a) *which affects in any substantial way the scope, quality, or ability of performance of the Services;*
 - b) *which limits in any substantial way, inconsistent with the tendering documents, KPLC's rights or the Tenderer's obligations under any ensuing engagement; or,*
 - c) *whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive tenders.*

3.31 Technical Evaluation and Comparison of Tenders

- 3.31.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Technical Evaluation Criteria as set out in the Tender Document.

3.32 Financial Evaluation

- 3.32.1 The financial evaluation and comparison shall be as set out in the Financial Evaluation Criteria. The comparison shall be of the –
- a) price including all costs as well as duties, levies and taxes payable on all the materials to be used in the provision of the Services
 - b) Audited Financial Statements
 - c) Quantified deviations, if any, as relates to any of the tender requirements
- 3.32.2 Arithmetical errors will not be rectified. Errors will lead to automatic disqualification.

3.33 Preferences

Preferences as per the PPADA, 2015, PPDR, 2006 together with any other relevant Regulations under the PPADA 2015 applies to these Services.

3.35 Debarment of a Tenderer

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

3.36 Confirmation of Qualification for Award

- 3.36.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted a tenderer is compliant/ responsive and qualifies to be appointed to perform any eventual assignment satisfactorily.
- 3.36.2 The confirmation will take into account the Tenderer's financial, technical and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraphs 3.14 and 3.16 as well as confirmation of such other information as KPLC

deems necessary and appropriate. This may include office and other facilities inspection and audits.

- 3.36.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next available compliant tenderer capable of performing satisfactorily.

3.37 Award of Contract

KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been confirmed to be qualified to perform the contract satisfactorily as per negotiated rates.

3.38 Termination of Procurement Proceedings

- 3.38.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.38.2 KPLC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.39 Notification of Award

- 3.39.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted. The successful bidder shall signify in writing the acceptance of the award within the timeframe specified in the notification of award.
- 3.39.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.39.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.

3.40 Signing of Contract

- 3.40.1 At the same time as KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.40.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC after that period of fourteen (14) days.
- 3.40.3 KPLC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award and before expiry of tender validity. Further, KPLC may not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.41.

3.40.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled in which event KPLC shall notify the next lowest evaluated responsive Tenderer that its Tender has been accepted.

3.40.5 Paragraph 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.40.4.

3.41 Performance Security

3.41.1 Within fourteen (14) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form in the Tender Document (Bank Guarantee from tier 1 Banks as classified by the Central Bank of Kenya)

3.41.2 The Performance Security shall be issued by from tier 1 Banks as classified by the Central Bank of Kenya The bank must be located in Kenya.

3.41.3 The successful Tenderer shall furnish a Performance Security being the sum of not more than ten percent (10%) of the contract sum.

3.41.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful 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 five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

3.41.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled, in which event KPLC may notify the next lowest evaluated responsive Tenderer that its Tender has been accepted.

3.41.6 Paragraph 3.39, 3.40 together with the provisions of this paragraph 3.41 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.40.4.

3.42 Terms of Payment – We have also indicated that the payment shall be discussed and agreed upon between the supply and KPLC before the award of contract

Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.

3.43 Corrupt or Fraudulent Practices

3.43.1 KPLC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -

- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, 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 KPLC of the benefits of free and open competition.*
- 3.43.2 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.
- 3.43.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.2 Eligible Tenderers	Firms duly registered in Kenya and authorized to carry out the business of transformer manufacturing and/or transformer repairs.
2.	3.4 Pre-bid Meeting	<i>Pre-bid Meeting shall be held for this particular Tender on 9th July 2019.</i>
3	3.20 Tender Security	<i>Tender Security shall be a sum of Ksh - Kenya Shillings 1 million (1,000,000.00). The Original Tender Security shall be put in an envelope clearly labelled with the tender number & name, shall be deposited in the Tender Security Box on 3rd Floor Supply Chain Reception on or before the opening date</i>
4.	3.7 Clarification of Documents	<i>This shall be made to the following: Jane Ndinya Email: JNdinya@kplc.co.ke Michael Basweti Email: Mbasweti@kplc.co.ke Charles Kamala Email: Ckamala@kplc.co.ke</i>
5.	Tender Submission, Tender Number of Sets of and Tender Format	<i>There will be only one document submitted on the e-procurement portal. Bidders shall ensure that: •they upload all the required documents in pdf format into the web portal. Documents shall be arranged as guided in the check list</i>
6.	3.10 – List of Previous Customers	<i>The Tenderer shall submit at least three (3) names with full contact including telephone, email and physical addresses of previous clients of similar Works and letters from the previous clients confirming satisfactory completion of the contracts and on schedule.</i>
7.	3.37 Award of Contract	<i>KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been confirmed to be qualified to</i>

No.	ITT Reference Clause	Particulars of Appendix
		<p><i>perform the contract satisfactorily as per negotiated rates.</i></p> <p><i>(For the purpose of ensuring maximum participation of citizen contractors, small, micro and medium enterprises in this procurement AND since the services required are similar and are to be provided by multiple suppliers at the same point, the procuring entity will negotiate with the suppliers or contractors whose prices seem to exceed the market rate.)</i></p>
8.	Site visit 6.5.2 Due Diligence note 4	<p><i>There shall be site visit where KPLC shall use a checklist to determine/confirm details stated on forwarded documents, and that physical details correspond to document. These shall include and are not limited to production capacity, Tools & Equipment, staff, space, certificates etc.</i></p>
9.	3.21 Validity of Tenders	<p><i>Tender validity is One Hundred and Eighty (180) days after the date of tender opening.</i></p>
10.	Performance period/Contract period	<p><i>Three years</i></p>

SECTION IV - SCHEDULE OF REQUIREMENTS

Brief Schedule of Services Required

For Transformer Repairs Tender No. KP1/9A.2/OT/59/NM/18-19

SCOPE

The scope of this tender covers repairs of the following categories of oil type distribution transformers having Cold Rolled Grain Oriented Steel (CRGO) with either Aluminium or copper windings: -

- Transformers from 5KVA to 25KVA; 11000/240V, 11000/242V
- Transformers from 50KVA to 1000KVA, 11000/433V, 11000/420V
- Transformers from 25KVA, 33000/240V, 33000/242V to 1000KVA; 33000/433V, 33000/420V
- Transformers from 315KVA to 2500KVA 33000/11000V (Special Category)

SPECIFICATIONS (DETAILS OF TRANSFORMER REPAIR SERVICES)

1. This tender is a for Repairing of Distribution Transformers having Cold Rolled Grain Oriented Steel (CRGO) of various ratings on item wise rates for existing and new transformer repair service providers, including internal parts and external parts per unit rate basis, either with copper or aluminum winding. Bidders who fulfill any of the following criteria are eligible for offering the bid.
 - i. Kenya based existing Transformer repairing firms who are engaged in repairing of transformers under the existing rate contract awarded by KPLC.
 - ii. New Kenyan firms capable of repairing oil type Distribution Transformers having Cold Rolled Grain Oriented Steel (CRGO), of various ratings as detailed in the schedule of requirements.

Note;

 - iii. Successful Tenderers, will be allocated quantities as per clause 19.1(e) and subsequent allocations shall be subject to satisfactory repair of the transformers as per the service level agreement and returning of the earlier allocation of transformers for repair to KPLC.
2. In addition to retaining the original name plate on the transformer the supplier shall enforce identity markings by printing on the body of the transformer the following: -
 - a) Name of firm that undertook the repair
 - b) Date of repair in the format MM/YYYY (Month/ Year)
 - c) Reference to work order number and date
 - d) G-NUMBER
 - e) KVA and High Voltage Rating
 - f) The letters F, S, and T painted vertical letters for first, second, third repair respectively.

The printing shall be in indelible & reflective paint of minimum height of 10mm

3. The repair rates should be quoted item wise using the approved quotation template. **A transformer is to be declared uneconomical for repair if the total estimate of repair of the transformer exceeds 40% (excluding the cost of oil) of cost of the new transformer.** All the repair estimates shall be approved by KPLC Engineer. **Need to indicate which engineer**
4. The warranty of a transformer shall be for a period of **24 months** from the date of Inspection and Acceptance in the KPLC stores. In case of transformer repaired within warranty period, the warranty shall be for the remaining part of the warranty period left out up to 24 months of operational period. In case period of warranty remains less than 6 months, warranty period shall be considered as 6 months after re-repair. Warranty certificate in triplicate be furnished for approval at the time of offer for inspection against each transformer and copies should be furnished to Supply Chain, the KPLC user Department and Finance for their record.
5. Furnish test certificates in respect of repaired transformers covered in the work order in triplicate at the time of delivery of the consignment, for verification & approval thereof. **(a copy to be furnished to KPLC user Department).**
6. The authorized representatives of KPLC shall have the unrestricted right to inspect the raw materials during the process of repairing and are required to be offered for stage inspection & final testing after repair of the transformers.
7. **KPLC authorized officers SHALL carry out The stage inspection & witness final testing** at the factory before approval to deliver. All required facilities including duly calibrated instruments and equipment shall be provided to the inspecting and testing officers deputed to carry out their job.
8. 100% repaired transformers shall be subjected to all the routine tests as per the latest edition of IEC 60076, and relevant KPLC specifications as applicable to repaired transformers and shall be conducted at the Tenderer premises and results witnessed and signed by the Tenderer and the KPLC inspecting officers before issuing authority for dispatch of the transformers. The following tests shall be carried out: -
 - a. Measurement of winding DC resistance at extreme and normal tap positions,
 - b. Impedance voltage / short circuit impedance,
 - c. Turns Ratio on each tapping,
 - d. Polarity & Phase Relationship.
 - e. Load Losses.
 - f. No Load Loss and No Load Current.
 - g. Insulation Resistance from LV to earth, HV to earth and HV to LV,
 - h. Induced Over voltage withstand (Double Voltage Double Frequency Test).
 - i. Separate source voltage withstand/Power frequency,
 - j. BDV Test of the oil,
 - k. High pressure test for leakage of oil,
 - l. Magnetic Balance Test.

NOTE: Any transformer that fails any of the above tests SHALL be rejected

9. Guaranteed no load losses & load losses for the transformers will be as declared by manufacturer and/or documented by the KPLC test laboratory. No tolerance is permissible on losses for transformers up to 100kVA while 10% is allowable for 200kVA and above.

10. The impedance voltage tolerance is 10% except for transformers more than 20 years old, the tolerance shall be as per the Standards. Every repairing firm shall maintain a register for each transformer tested and no load losses and load losses measured shall be invariably mentioned in the register.
11. The tenderer shall deploy adequate labour, as considered necessary by KPLC for execution of the contract. The Tenderer shall possess adequate & experienced resources to ensure proper design, engineering, quality control and safety practices in compliance to applicable KPLC good Quality and Workmanship standards. The work shall be executed under stage inspection by KPLC and if any work is found unsatisfactory by KPLC engineers, the Tenderer shall rectify without any extra financial cost to KPLC. If the Tenderer fails to mobilize sufficient resources on time, KPLC reserves the right to terminate the contract due to non- performance and without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages.
12. At least one full time qualified engineer (or Higher National diploma holder) and having a minimum of one year's experience shall supervise various activities pertaining to repairs of Distribution Transformers. Each and every test certificate shall be signed by the qualified engineer whose name, qualifications, passport size photo and experience to be considered shall be included in the offer. During factory visit if the qualified engineer is not found, the contract shall be terminated at the sole discretion of the KPLC as per the General Conditions of Contract. Any replacement of the engineer SHALL be subject to KPLC approval.
13. All the raw materials and components parts used for replacement shall conform to relevant KPLC specifications and necessary test certificates and documentary evidence of purchase and use thereof in repairs of KPLC's transformers shall be submitted to KPLC on demand. All corresponding parts of similar make, type and capacity of transformers including the spare parts shall be inter-changeable and in strict compliance with KPLC's Technical Specifications *(List /samples of main materials be submitted for approval)-provide specifications*
14. If tapping switch needs replacement, the same will be discarded in case of old 5-50 kVA and Transformer made fixed at nominal tap. Tapping switches for 100 KVA and above shall not be discarded, they shall be replaced.
15. The number of coils per limb, number of turns, conductor size and dimensions of complete limbs, with leg coils shall be same as that of the leg coils of the original transformers so that electrical/ mechanical characteristics of the repaired transformers shall remain same as that of original transformers. Any changes shall be subject to KPLC approval of drawings and technical data. **No transformer should be converted from copper winding to aluminum winding and vice versa.**
16. All faulty transformers shall be issued to contractors without oil. All repaired transformers shall be filled with **new tested** transformer oil as detailed in Technical Specifications.
17. After repairing & testing of transformer, two Seals shall be provided on the opposite side of the transformer by the repair contractor. In case of failure, these seals are to be opened in presence of the repairer and KPLC's representatives after external inspection. Transformers failed within warranty period shall be repaired immediately on receipt of information from KPLC and not later than 30 days from the date of intimation by KPLC user department concerned; ***otherwise NO further joint inspection of other repaired transformers will be carried out till the repair of guarantee period failed transformers is completed.***

18. The repairer shall maintain a *Process Card for repairing of Distribution transformers* (template as per KPLC approved format) and be enclosed in respect of each transformer repaired to be produced for verification as and when required up to 6 months after expiry of the warranty period.

19. METHODOLOGY

19.1 COLLECTION OF TRANSFORMERS FOR REPAIR

- a) Transformers shall be tested first by KPLC Electrical Plant (e/plant) and given inspection certificates indicating the probable defects.
- b) Issuance of transformers for repair to external contractors shall be based on the available faulty transformers in excess of KPLC's internal repair capacity. The transformers shall be issued together with copies of the inspection certificates.
- c) The faulty transformer shall be issued to the contractor without transformer oil
- d) Repairable transformers with damaged tanks to have the tanks exchanged with good tanks from scrapped transformers before issuance by KPLC. Minor defects on the tanks shall be repaired by the contractor before painting.
- e) The initial transformers to be allocated to the winning tenderer, will be based on capacity as tendered and as confirmed by the Chief Engineer or as determined through due diligence. Subsequent transformers will be allocated in batches of 30 (thirty) at any given time, subject to returning to KPLC stores, the earlier allocated transformers. However, for ratings of 630KVA and above can be issued individually based on need.
- f) To qualify for additional allocation, the contractor shall have returned the first batch of issued transformers (Up to 30) repaired, tested and approved by KPLC during Factory Acceptance Tests (FAT) including scrap materials.
- g) The transformers shall be issued to the repair contractors through Isiolo road Electrical Plant workshop and through unique internal orders created for each repair contractor.
- h) All transformers to be collected by contractors from Roysambu store. KPLC shall load the transformers onto the contractors' trucks.
- i) The contractor shall take responsibility of securing and safe transport of the transformers
- j) The contractor shall continue to un-tank the units for a detailed joint inspection and notify KPLC engineer through e-mail to send KPLC officers for a joint inspection within 2 days from the date of collection of the transformers.
- k) Joint inspection shall be done on the un-tanked units to determine the full scope of the repairs within 4 days after collection of the transformer. Details and quantity of the scrap materials shall be documented and signed by the 2 parties during the inspection.
- l) The original copy of the signed joint inspection report shall be kept by KPLC while the contractor shall keep a copy.

- m) The contractor shall prepare a quotation based on the scope of work approved by both KPLC and the contractor and attach a copy of the joint inspection report.
- n) Only damaged tap changers for transformers from 100KVA shall be replaced. Damaged tap changers for 5KVA to 50 KVA shall be fixed at nominal tap and operating handle disabled.
- o) The KPLC Engineer will verify any or sample quotation before approval of the batch.
- p) Approval shall be granted by the KPLC before commencement of repairs and the contractor given written authority. The contractor shall retain the original approved quotation and a copy maintained by KPLC.
- q) The contractor shall only be allowed to collect more transformers after the previous issue of 30 has been authorized for repair
- r) No contractor shall be allowed to hold more than 60 transformers in his premises at any given time.
- s) All scrap materials shall be returned to KPLC by the contractor within 30 days from the date of joint inspection of the transformers. No more transformers for repair shall be issued if this condition is not met.
- t) All transformers MUST be repaired, returned and accepted by KPLC within 45 days from the date of collection.
- u) However, approval can be sought with full justification from KPLC for any transformer which may require to take long due to delays in overseas procurement of spare parts. This period is limited to a maximum of 3 months.
- v) Tenderers who demonstrate capacity to repair the special category of transformers (33000/11000V) will be given single units to repair on pilot basis and with close supervision of KPLC engineers. Repairs will only be allowed to proceed after approval of designs and methodology. For qualification one must prove to have the capacity in terms of testing and handling equipment.

19.2 REPAIR PROCESS

- a) Once approval for repair has been granted by KPLC the contractor shall proceed to dismantle and repair the transformer.
- b) The contractor shall be responsible for good workmanship, good engineering practice and quality control in the repair of the transformers to ensure high quality of the final product.
- c) The contractor shall invite KPLC for Stage inspection during the repair process before the transformer is put into the oven for drying.
- d) All the scrap material (Copper and/or Aluminium, bushing rods, tap switches) shall be recovered and returned to KPLC after verification of the quantifiable items and the weight of the scrap Copper/ Aluminium
- e) The contractor shall keep the copper and Aluminium scrap separately.
- f) The scrap Copper / Aluminium, bushing rods, tap switches, SHALL be prepared for collection by KPLC within 30 days after approval of the repairs.

- g) KPLC shall collect the scrap copper Aluminium, bushing rods and tap switches from the contractor after verifying the quantity and weights.

19.3 INSPECTIONS

- a) All transformers will be inspected by KPLC before the drying process to ensure compliance with the scope of work. The contractor shall notify the KPLC Engineer of the units ready for drying and the KPLC Engineers shall visit the repair facility within 3 days of notification.
- b) The KPLC Engineers shall prepare a report confirming that everything has been done according to the scope of work. Details of the repairs done by the contractor shall be confirmed and documented in the stage inspection report.
- c) All the transformers (100%) and not samples shall undergo full routine tests according to IEC standards during Factory Acceptance Tests (FAT)
- d) The contractor shall give 7 days' notice to KPLC before any FAT is conducted. The contractor shall submit to KPLC the details of transformers ready for FAT together with their internal factory test reports.

19.4 ACCEPTANCE TO KPLC STORES

- a) The FAT report shall be submitted to KPLC for approval before delivery of the repaired transformers. All repaired transformers SHALL be delivered to Nairobi South Store.
- b) The Inspection and Acceptance Committee shall inspect the transformers at Nairobi South store for before acceptance according to KPLC procedures.
- c) The contractor shall collect any rejected transformers for re-works and avail them for FAT as prescribed in section 19.3 above.

20 payments

The contractor shall submit invoices only for the transformers accepted by KPLC at the KPLC Nairobi south store. Support documents for payment shall include but not limited to: -

- Inspection and Acceptance Committee report with details of all the transformers accepted and workshop test certificates on samples.
- Original approved quotation for the repair works for the accepted transformers

21 TRANSFORMERS BEYOND ECONOMIC REPAIR

- a) Transformers found beyond economic repair during joint inspection shall be sealed by KPLC at 2 opposite ends and returned to Roysambu by KPLC.
- b) Transformers found beyond economical repair during the repair process shall be brought to the attention of KPLC immediately. The KPLC engineer shall verify the condition of the transformer before it is sealed and returned to Roysambu by KPLC.
- c) The contractor shall not charge KPLC for any work done on transformers found to be beyond economic repair.

22 WARRANTY

a) For effective enforcement of the warranty the following documents will be required: -

- FAT test certificate for the failed transformer
- Stage inspection report
- Commissioning report
- Failure report

NB: The contract shall have a defect liability period of the remaining period of the 24 months warranty period from the date of expiry of the contract.

- Detailed Sub-station and LV network inspection report including inspection sketches

b) PROCEDURE

- The KPLC County Business Manager shall document and provide the failure report together with the Sub-station and LV Network inspection report to KPLC Engineer and County Store.
- The County Business Manager shall return the failed transformer to the county store for onward transmission the nearest transformer workshop (Isiolo rd in Nairobi, Mbaraki in Mombasa, and Eldoret).
- KPLC Engineer in liaison with supply chain shall organize for a joint inspection between contractor and KPLC technical staff at the workshop where the transformer is delivered.
- A detailed investigation report shall be signed by both parties.
- The contractor can visit the site of installation if he so wishes.
- If the blame is on the contractor, the contractor shall collect the transformer on a delivery note to carry out repairs.
- The transformer should be repaired and returned to KPLC within a month
- The repaired transformer shall undergo the normal FAT and acceptance before being accepted.

23 Documentation (Bidder to submit the following documents)

- a) Process card for repair of distribution transformers.
- b) List of test and measuring equipment indicating their accuracy class (with valid calibration certificates from an accredited third party laboratory/National Laboratory).
- c) Details of plant & machinery at contractors' workshop along with capacity of various machines.
- d) Details of available man power including terms of service, experience in similar/related job along with proof of local content for foreign firms. Foreign employees should submit certified copies of valid work permits (certified by notary public).
- e) Details of qualified engineer including photo, cv and certified copies of professional and academic certificates (certified by commissioner for oaths/notary public)
- f) Details of factory space including size of oven, provision for lifting cranes and other loading & unloading arrangements.

SECTION V: PRICE SCHEDULE***NOTE: All Line items in each price schedule MUST be filled for each size offered**

· Transformer repair price schedule				
1) 5KVA; 11000/250,242V SINGLE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
2) 15KVA; 11000/250,242V SINGLE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule

3) 25KVA; 11000/250,242V SINGLE PHASE, ALUMINIUM TYPE

Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule

4) 25KVA; 33000/250,242V SINGLE PHASE, ALUMINIUM TYPE

Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
5) 50KVA; 11000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule

6) 50KVA; 33000/433,420V THREE PHASE, ALUMINIUM TYPE

Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule

7) 5KVA; 11000/250,242V SINGLE PHASE, COPPER TYPE

Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
7) 15KVA; 11000/250,242V SINGLE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
8) 25KVA; 11000/250,242V SINGLE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
9) 25KVA; 33000/250,242V SINGLE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
10) 50KVA; 11000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
11) 50KVA; 33000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Fixing of tap if tap switch faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
12) 100KVA; 11000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
13) 100KVA; 33000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
14) 200KVA; 11000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
15) 200KVA; 33000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
16) 315KVA; 11000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
17) 315KVA; 33000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
18) 630KVA; 11000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
19) 630KVA; 33000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
20) 1000KVA; 11000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
21) 1000KVA; 33000/433,420V THREE PHASE, ALUMINIUM TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
22) 100KVA; 11000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
23) 100KVA; 33000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
24) 200KVA; 11000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
25) 200KVA; 33000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
26) 315KVA; 11000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
27) 315KVA; 33000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
28) 630KVA; 11000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
29) 630KVA; 33000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
30) 1000KVA; 11000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
31) 1000KVA; 33000/433,420V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
32) 315KVA; 33000/11000V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		
16	Temperature gauge replacement	Pc		
17	Buchholz relay replacement	Pc		
18	Magnetic oil gauge replacement	Pc		
19	Replace complete breather	Pc		
20	Replace silica gel	Pc		
21	Replace Marshalling Box and terminate all cables	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Transformer repair price schedule				
33) 2500KVA; 33000/11000V THREE PHASE, COPPER TYPE				
Item No.	Description (covers cost of all activities including supply of parts and labour for dismantling, diagnosis, repair, assembly, quality control and transport for collection and delivery)	Unit	Unit price VAT Exclusive	Unit price VAT inclusive
1	Complete Gasket Change	item		
2	Oil Change	LITRE		
3	Painting of transformer external surface	item		
4	Testing (All routine tests as per IEC 60076 and KPLC Specifications)	Item		
5	Oven drying	Item		
6	Bushing change (HV) (excluding bushing rod)	PC		
7	Bushing change (LV) (excluding bushing rod)	PC		
8	Bushing rod change (HV)	PC		
9	Bushing rod change(LV)	PC		
10	Rewinding of HV coils (per phase)	PC		
11	Rewinding of LV coil (per phase)	PC		
12	Complete re-insulation using paper, pressboard, and sleeves	ITEM		
13	Replace tap changer if faulty	ITEM		
14	Replace Oil Level indicator	Pc		
15	Replace Pressure release device	Pc		
16	Temperature gauge replacement	Pc		
17	Buchholz relay replacement	Pc		
18	Magnetic oil gauge replacement	Pc		
19	Replace complete breather	Pc		
20	Replace silica gel	Pc		
21	Replace Marshalling Box and terminate all cables	Pc		

Yours sincerely

Name of Tenderer _____

Name and Capacity of authorised person signing the Tender _____

Signature of authorised person signing the Tender _____

Stamp of Tenderer

Date:

Tender Number and Name:

To:

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

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda (if any), receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide transformer repair services to KPLC at the rates indicated in our price schedules for sizes.....
..... (Indicate the sizes offered) as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Yours sincerely,

Name of Tenderer

Name and Capacity of authorized person signing the Tender

Signature of authorized person signing the Tender

Stamp of Tenderer

SECTION VI - EVALUATION CRITERIA

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

6.1 Part 1 - Preliminary Evaluation Under Paragraph 3.25 of the ITT. These are mandatory requirements. This shall include confirmation of the following: -

6.1.1 *Submission of copy of a valid tender security, adequacy and in the format prescribed in this ITT.*

6.1.2 *Submission of Declaration Form(s) duly completed and signed.*

6.1.3 *Submission and considering Tender Form duly completed signed and stamped.*

6.1.4 *Submission and considering the following: -*

- a) *Company or Firm's Registration Certificate or a Partnership Deed.*
- b) *PIN Certificate.*
- c) *Valid Tax Compliance Certificate.*
- d) *Confirmation of ownership by registrar of companies*

6.1.5 *That the Tender is valid for the period required.*

6.1.6 *Submission of fully filled, signed and stamped price schedules*

6.1.6 *Submission and considering the Confidential Business Questionnaire: -*

- a) *Is fully filled.*
- b) *That details correspond to the related information in the bid.*
- c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*

6.1.7 *Submission of copies of the following documents in respect of each and all Tenderer's personnel who will be dedicated to this Tender if successful:*

- a) *Detailed Curriculum Vitae (CV) of key personnel*
- b) *Employment Contracts or Service Level Agreement of key personnel*
- c) *Professional Certificates of the key personnel*
- d) *Certified copies of valid work permits for foreign workers (certified by notary public).*

6.1.8 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.*

6.1.9 *Notwithstanding the above, considering any outstanding orders/Supplier Performance Review Scheme (SPRS) where applicable and the performance capacity indicated by the Tenderer.*

Tenders will proceed to the Technical Evaluation Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.25.

6.2 Part II – Technical Evaluation and Comparison of Tenders Under Paragraph 3.30.

These are mandatory Preliminary Technical requirements.

PART A

6.2.1 Submission and consideration of the following information: -

- a) List of test and measuring equipment indicating their accuracy class (with valid calibration certificates from an accredited third party laboratory/National Laboratory).
- b) Details of plant & machinery at contractors' workshop along with capacity of various machines.
- c) Details of available man power including terms of service, experience in similar/related job along with proof of local content for foreign firms. Foreign employees should submit certified copies of valid work permits (certified by notary public).
- d) Details of qualified engineer including photo, cv and certified copies of professional and academic certificates (certified by commissioner for oaths/notary public)
- e) Details of factory space including size(capacity/volume) of oven, provision for lifting cranes and other loading & unloading arrangements.

PART B

6.2.2 Detailed Technical Evaluation will be carried out as per the following scoring criteria: -

TABLE 1

Detailed Technical Evaluation Criteria					
Ref	Criteria	Scoring Criteria	score		
1.	Capacity to do all the following tests as per IEC60076 and KPLC Specifications): -(50 marks) 1. Measurement of winding DC resistance 2. Impedance voltage / short circuit impedance, 3. Turns Ratio on each tapping, 4. Polarity & Phase Relationship. 5. Load Losses. 6. No Load Loss and No load Current. 7. Insulation Resistance 8. Induced Over voltage withstand 9. Separate source voltage withstand 10. BDV Test of the oil, 11. High pressure test for leakage of oil, 12. Magnetic Balance Test.	0 or 50 marks (Test capacity for all tests is mandatory) (BIDDER TO PROVIDE PROOF)			
2.	Critical workshop equipment: -(18 marks) 1. Workshop space (Indicate sq. meters) -5 2. Lifting cranes (Indicate individual tonnage)-2 3. HV rewinding machines (Indicate number)-2	Over 1300 sq. meters and above 5 marks Less than 1300 sq. meters 1 mark (up to 5 tons -1 marks ; up to 10 tons -2 marks) (At least 2 marks ; None-0marks)			

	<p>4. LV rewinding machines (Indicate number)-2</p> <p>5. Oven (Indicate capacity) -3</p> <p>6. Oil filtration machine (Indicate capacity) -3</p> <p>7. Paper cutting machine-1</p>	<p>At least 2 marks; None – 0marks</p> <p>Ordinary – 2 marks; Vacuum – 3 marks</p> <p>Available – 3marks; None – 0 marks</p> <p>Available – 1 marks; None - 0 marks</p>			
8.	<p>Qualifications and skills of key staff (Provide certificates and CV of each) – 16 marks</p> <p>I)Workshop production supervisor (1)</p> <p>a) Qualification (maximum 3 marks)</p> <ul style="list-style-type: none"> ○ Degree in a relevant field ○ HND in the relevant field <p>b) Experience (maximum 3 marks)</p> <ul style="list-style-type: none"> • above 5 years in transformer repairs • 3 to 5years in transformer repairs • Less than 3years in transformer repairs <p>II) Qualifications and skills of key staff (Provide certificates and CV of each)</p> <ul style="list-style-type: none"> • Quality control and test supervisor (1) <ul style="list-style-type: none"> a)qualification (maximum 3 marks) <ul style="list-style-type: none"> ○ Degree in a relevant field ○ HND in the relevant field b)Experience (maximum 3 marks) <ul style="list-style-type: none"> ○ Above 5 yrs in transformer testing ○ 3to 5 yrs in transformer testing ○ Less than 3years in transformer testing <p>III)Qualifications and skills of at least four (4) other transformer repair staff (Provide certificates and CV of each) – 4 marks</p> <ul style="list-style-type: none"> ○ Minimum qualification – Craft (electrical) ○ Minimum experience – 1 year 	<p>Degree – 3 marks HND – 1 marks</p> <p>Above 5years – 3 marks</p> <p>3 to5 years – 2 marks</p> <p>Less than 3years – 1mark</p> <p>Degree – 3 marks HND – 1 marks</p> <p>Above 5years – 3 marks</p> <p>3 to 5 years – 2marks Less than 3years – 1mark</p> <p>1 mark for each meeting the criteria (maximum 4 marks)</p>			
9.	<p>Proof of Bidding Firm’s experience in transformer repairs in Kenya (Provide documentary evidence) (Maximum 16 marks)</p>	<p>Above 3years - 16 marks 2– 3 years – 10 marks Below 2 years – 5 marks</p>			
TOTAL SCORE (Marks)		<u>100</u>			

Only bidders who will meet the minimum score of **SEVENTY-FIVE (75) MARKS** in the Detailed Technical Evaluation will proceed to the financial evaluation stage.

NOTES TO TABLE 1: -

1. Qualification and Scoring.

- 1.1 To qualify for further evaluation, the Tenderer ought to score a minimum of 75 marks.
- 1.2 To earn any mark,
 - a) the bidder must satisfy each and every tenet of each criterion to obtain the full award or marks for that particular criterion.
 - b) where any single tenet is not fulfilled for any criterion, no mark shall be awarded. For instance, where a bidder submits the correct document but lacks a signature or fails in certification (*see no. 6 below*) or letter is not addressed to KPLC as required, no mark will be awarded for that criterion.
- 1.3 For avoidance of doubt, partial scoring in a criterion will be avoided and only full marks as per the scheme and criteria in Table 1 will be awarded.

2. Team's Qualification – Academic and Professional

- 2.1 Evidence of academic and professional qualifications shall be through -
 - a) Copies of relevant degree certificates
 - b) Copies of relevant professional certificates
 - c) in either case (a) or (b) above, the copies shall be certified by -
 - (i) the Registrar or authorized officer of the University or examining body or professional organization issuing the document, or,
 - (ii) a qualified Advocate and Commissioner for Oaths of the High Court of Kenya.
- 2.2 The calculation shall be computed on the basis of the above information.

3. Certification/ Certified copies.

- 3.1 Wherever certified copies are requested or acceptable to KPLC, the certification must be original.
- 3.2 A photocopy of a certified copy may not be accepted.
- 3.3 An electronically scanned copy of an original certified copy may be accepted.
- 3.4 A photocopy of any electronically scanned copy may not be accepted.

4. Curriculum Vitae (CV)

- 4.1 KPLC recognizes that part of the information requested above is required to be in several separate documents. However, where the bidder feels that the information may be adequately contained in a CV, the bidder may do so. The bidder must

state that the information variously requested is in the submitted CV. Whatever is stated in the cv must be supported by recommendation letter or other testimonials.

4.1.1 Where the bidder exercises this option of combining, care must be taken to ensure that all the information required of the several separate documents is included in the composite CV.

4.1.2 No information sought should be omitted at all.

6.3 Part III – Financial Evaluation Criteria Under Paragraph 3.28 of the ITT. These are mandatory requirements.

6.3.1 This will include the following: -

- a) Confirmation of and considering Price Schedule duly completed and signed.
- b) Checking that the Tenderer has quoted prices based on all costs including duties and taxes.
- c) Audited Financial Statements required must be those that are reported within 3 years (36) calendar months of the date of the tender document. The statement must be stamped and signed. The auditors must be valid ICPAK registered practitioner. For bidding firms registered in the last one year, 6 months signed and certified Bank statements will be accepted
- d) Conducting a financial comparison, including conversion of tender currencies into one common currency,
- e) Taking into account the cost of any deviation(s) from the tender requirements,
- f) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: -
 - a) Declared maximum value of business
 - b) Shareholding and citizenship for preferences where applicable.

6.3.2 Confirming the following: -

- a) That the Tenderer's offered Performance Schedule meets KPLC's requirements.
- b) That the Tenderer's offered Terms of Payments are acceptable to KPLC.

6.5 Award Criteria

6.5.1 Sum TOTAL of rates per size will be used to determine the lowest evaluated bid

6.5.2 KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been confirmed to be qualified to perform the contract satisfactorily as per negotiated rates.

***NOTES: -**

1. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.
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. KPLC may conduct contract discussions after determining the Successful Tenderer. These will be held at KPLC's headquarters at Stima Plaza or otherwise as may be advised. The discussions will additionally touch on methodology of work plan, final Terms of Reference and on Financial proposal.

The purpose of negotiations is to reach clarity and agreement on all items. The negotiations will conclude with a review of the draft form of the contract. If the discussions are not fruitful, KPLC shall at its sole discretion terminate any further discussions with that Tenderer and invite the second lowest evaluated firm for the lot for similar discussions.

4. DUE DILIGENCE EVALUATION FOR TECHNICALLY COMPLIANT BIDDERS

Prior to approval of recommended applicants, KPLC shall carry-out due diligence to determine suitability and competence of bidders recommended to offer the services. The inspection will include but not limited to:

- Checking the physical office of the bidders
- Confirming availability of competent personnel as declared by the bidder and payroll inspection adhering to minimum wage
- Verification of ALL statutory documents, checking of relevant equipment, handling of waste, including confirmation of *details stated on forwarded documents, and whether they correspond to physical details. These shall include and are not limited to production capacity, Tools & Equipment, space, certificates etc.*
- Checking any other critical item as may be decided by the evaluation committee ie the bidder's experience or if newly established, the experience of the founding/mother company. This will entail carrying out due diligence on the mother company too.
- Capacity of manufacturer to repair transformers per month, based on workers and equipment available.

SECTION VII - CONTRACT DISCUSSIONS**1. Successful Tenderer**

- 1.1 KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been confirmed to be qualified to perform the contract satisfactorily as per negotiated rates.

2. Proposed Contract Discussions

- 2.1 KPLC may conduct contract discussions after determining the successful Tenderer. These will be held at KPLC's headquarters at Stima Plaza or otherwise as may be advised. The discussions will additionally touch on methodology of work plan, final Terms of Reference and on financial proposal.
- 2.2 The purpose of negotiations is to reach clarity and agreement on all items. The negotiations will conclude with a review of the draft form of the contract.
- 2.3 If the discussions are not fruitful, KPLC shall at its sole discretion terminate any further discussions with that Tenderer and invite the second lowest evaluated firm for the size for similar discussions.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

Clause No.	Headings	Page No.
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SECTION VIII – GENERAL CONDITIONS OF CONTRACT

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

7.1 Definitions

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

- a) *“Day” means calendar day and “month” means calendar month.*
- b) *“The Contract” means the agreements entered into between KPLC and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- c) *“The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.*
- d) *“The Services” means services or part thereof to be provided by the Supplier and includes all of the materials and incidentals, which the Supplier is required to perform and provide to KPLC under the contract.*
- e) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- f) *“The Supplier” or the “Consulting firm” means the individual or firm providing the services under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer pursuant to the tender.*
- g) *Wherever used in the contract, “performance” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services have been performed in accordance with the Contract and where KPLC does not signify its approval to the Supplier, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of documented completion of performance of the service.*
- h) *“Date of repair” means the date the transformer is tested at the factory and approved for dispatch*
- i) *‘KPLC Engineer’ means the contract implementation team leader appointed by the accounting officer as per section151 of the PPADA2015.*

7.2 Application

These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

7.3 Standards

The Services supplied under this contract shall conform to the standards mentioned in the Details of Service.

7.4 Use of Contract Documents and Information

7.4.1 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.

7.4.2 The Supplier shall not, without KPLC's prior written consent, make use of any document or information enumerated in clause 7.4.1 above.

7.4.3 Any document, other than the contract itself, enumerated in clause 7.4.1 shall remain the property of KPLC and shall be returned (including all copies) to KPLC on completion of the Supplier's performance under the contract if so required by KPLC.

7.5 Patent Rights

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

7.6 Performance Security

7.6.1 Within fourteen (14) days of the date of the notification of contract award, the Supplier shall furnish to KPLC the Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.

7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.

7.6.4 Failure of the Supplier to furnish the Performance Security, the award shall be annulled in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.

7.6.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Supplier's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.

7.6.6 The Performance Security shall be valid for a minimum of thirty (30) days after satisfactory delivery.

7.6.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive

response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.

- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Supplier not earlier than thirty (30) days following the date of completion of the Supplier's obligations under the contract.

7.7 Inspection and Tests

- 7.7.1 KPLC or its representative(s) shall have the right to inspect and/or to test the repaired transformer to confirm their conformity to the contract specifications. KPLC shall notify the supplier in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests shall be conducted in the premises of the supplier. If conducted on the premises of the supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 7.7.4 Should any inspected or tested repaired transformers fail to conform to the specifications, KPLC may reject the Service(s), and the supplier shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.
- 7.7.5 KPLC's right to inspect, test and where necessary, reject the repaired transformers after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KPLC or its representative(s) prior to the services performance / delivery.
- 7.7.6 For the avoidance of doubt, any acknowledgement by KPLC on the supplier's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPLC.
- 7.7.7 Nothing in this clause 7.7 shall in any way release the supplier from any other obligations under this Contract.

7.8 Packaging and Labelling

- 7.8.1 Where applicable, the supplier shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.8.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.
- 7.8.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.

7.8.4 The materials and equipment shall be packed in good condition suitable for road dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.

7.8.5 The supplier shall enclose a packing list in each package and all documents relating to the Order shall show the Tender reference number and name against the items or package as follows: -

The Kenya Power and Lighting Company Limited,

Tender Number: KP1/9A.2/OT/59/NM/18-19

Name of Tender: FOR TRANSFORMER REPAIR SERVICES

Care of Supply Chain Manager (Procurement),

Nairobi, Kenya.

7.9 Delivery and Documents for Materials/ Equipment

7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the supplier to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements or as may be otherwise indicated.

7.9.2 The Supplier shall notify KPLC of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -

a) *Supplier's invoice showing the materials/ equipment description, quantity, unit price and total price*

b) *Delivery note*

c) *Packing list identifying contents of each package*

7.9.3 It is the responsibility of the Supplier to ensure that the delivery documents are received by KPLC at the designated delivery point at the time of delivery.

7.10 Insurance

7.10.1 The Supplier shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.

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

7.11 Payment

7.11.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.

7.11.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. A copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.

7.12 Interest

Interest payment by KPLC is inapplicable in the contract.

7.13 Prices

7.13.1 Without prejudice to clause 7.14 herein below, prices charged by the Supplier for services performed under the contract shall be fixed for the period of the contract with no variations.

7.13.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

7.14 Variation of Contract

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

- a) *the quantity/scope of variation shall not exceed fifteen percent (15%) of the original contract quantity/scope.*
- b) *the quantity/scope variation must be executed within the period of the contract validity.*

7.15 Assignment

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

7.15.2 KPLC shall have sole discretion to consent or decline to any assignment without disclosing any reasons to the Supplier.

7.16 Termination of Contract

7.16.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Supplier, terminate this contract in whole or in part due to any of the following: -

- a) *if the Supplier fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KPLC.*
- b) *if the Supplier fails to perform any other obligation(s) under the contract.*
- c) *if the Supplier, in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- d) *by an act of force majeure.*
- e) *if the Supplier becomes insolvent or bankrupt*
- f) *if the Supplier has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Supplier suffers any other analogous action in consequence of debt.*
- g) *if the Supplier abandons or repudiates the Contract.*

7.16.2 In the event that KPLC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those

undelivered or not rendered, and the Supplier shall be liable to KPLC for any excess costs for such similar services and or any other loss PROVIDED that the Supplier shall not be so liable where the termination is for convenience of KPLC.

7.16.3 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

7.16.4 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

7.17 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Supplier fails to perform any or all of the services within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

7.18 Warranty

7.18.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.

7.18.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

7.18.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.

7.18.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.

7.18.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

7.19 Resolution of Disputes

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

7.19.2 If, after fourteen (14) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before a recognized local forum for the resolution of disputes.

7.20 Language and Law

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

7.21 Waiver

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

7.22 Force Majeure

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

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

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

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

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

- 7.22.5 If the Supplier incurs additional costs in complying with KPLC's directions under sub clause 7.21.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 7.22.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty-one (21) days then, notwithstanding that the Supplier may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
1.	7.11.1 Terms of Payment	The Tenderer shall propose a payment schedule in the bid which shall be subjected to negotiations when necessary and the agreed payment terms adopted Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
2	7.17 Liquidated Damages	KPLC reserves the right to terminate the contract due to non- performance and without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages.
3.	7.18 Warranty	The warranty of a transformer shall be for a period of 24 months from the date of Inspection and Acceptance in the KPLC stores. In case of transformer repaired within warranty period, the warranty shall be for the remaining part of the warranty period left out up to 24 months of operational period. In case period of warranty remains less than 6 months, warranty period shall be considered as 6 months after re-repair. The contract shall have a defect liability period of 24 months from the date of expiry of the contract.

SECTION X - TENDER FORM

Date:

Tender No.

To:

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform **Customer Service Training** in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
4. We agree to abide by this Tender for a period of.....days (**Tenderer please indicate validity of your Tender**) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

NOTES ON TENDER FORM:

1. KPLC requires a validity period of at least One Hundred and Eighty (180) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION XI - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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. You are advised that it is a serious offence to give false information on this form.

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Facsimile.....

Mobile and/ or CDMA No.....

E-mail:.....

Nature of your business

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your BankersBranch... ..

*Names of Tenderer’s contact person(s)

Designation/ capacity of the Tenderer’s contact person(s)

Address, Tel, Fax and E-mail of the Tenderer’s contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
-------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

***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. *If a Kenyan citizen, please indicate under “Citizenship Details” whether by birth, naturalization or registration.*
3. ***The details on this Form are essential and compulsory for all Tenderers. Failure to provide all the information requested may lead to the Tenderer’s disqualification.***

SECTION XII – TENDERER’S REFERENCES

Relevant Services carried out in the last seven years that best illustrates the Tenderer’s qualifications.

Guided by the format below, provide information on each assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional staff provided by your firm (profiles):
Name of Client:		No. of staff:
Address:		No. of staff-months; duration of assignment:
Start date (Month/Year):	Completion Date (Month/Year):	Approx. value of services (in KSh.):
Name of associated Transaction Advisors, if any:		No. of months of professional staff provided by associated Transaction Advisors:
Name of senior staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		

Description of actual services provided by your staff and the outcome of the Consultancy.
Annual Turnover in KSh. for the year preceding the Consultancy.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XIII – TENDERER’S COMMENTARIES

1. Response/ Commentaries on TOR no. 1 i.e. ‘Scope of Consultancy’ taking into account TOR no. 3 i.e. ‘Numbers’.
(2 marks. These will be awarded guided by the following aspects - relevance, comprehensive, adaptability, practicality)

2. Response/Commentaries on TOR no. 2 i.e. ‘Time’.
(2 marks. These will be awarded guided by the following aspects - relevance, clear, precise, adaptability, practicality)

3. Any other Response/ Suggestion/Commentaries on the ‘Introduction’.
(2 marks. These will be awarded guided by the following aspects - relevance, brevity, understanding of KPLC’s business, operations)

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

NOTES TO TENDERER’S COMMENTARIES

1. The tenderer has discretion to provide any comments or suggestions that would be useful for purposes of the objectives of the Tenderer. This can include issues or aspects that would be helpful or worth noting during the performance or completion of the services or that KPLC ought to provide to the Tenderer.
2. The Commentaries should not be more than three (3) single sided A4 size pages at font 12 spacing 1.25. Any content beyond this may stand disregarded.

SECTION XIV – METHODOLOGY AND WORKPLAN

Tenderer’s Description of the Methodology and Workplan for performing the assignment.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

NOTES TO TENDERERS ON WORKPLAN AND METHODOLOGY

1. Reports and Time Schedules
 - 1.1 KPLC may enter into discussion and agreement with the successful Tenderer on the approach and action plans to realize the basic objective of the Tender and contract. The Tenderer should therefore provide its detailed proposals on this, given that the assignment is to be completed within a 2 month period.

2. The Reports and Documents Required
 - 2.1 Any Reports requested by KPLC shall be presented in as agreed upon by the two parties.

**SECTION XV – FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TEAM MEMBERS
(INCLUDING TEAM LEADER)**

Full name of Team Member: _____ Position in firm _____

Years and or months with Tenderer: _____ Membership (and status) in Professional Bodies: _____

Key Qualifications:

[Give an outline of team member’s key experience most pertinent to the Services going not more than seven years prior to the Date of the Tender Document. Indicate degree of responsibility held by the team member on relevant previous assignments and give dates and locations. For experience in last seven years, also give types of activities performed and client references, where appropriate].

Education:

[Summarize university, other training and specialized education of team member, giving names of universities, dates attended, and degrees, diplomas other certification or accolades obtained]

Employment Record:

[Starting with present position, list in reverse order every employment held in the last seven years. List all positions held by the team member in that period giving dates, names of employing organizations, titles of positions held, and station of work].

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the information above correctly describes me, my qualifications, and my experience.

[Signature of Team Member] Date: _____
Day/Month/Year

Yours sincerely,

Full name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp of the Tenderer

SECTION XVI - DECLARATION FORM

Date _____

To:

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

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) _____
_____ declares the following:

- a) That I/ We have not been debarred from participating in public procurement by any body, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any partner and/or other lawyer of the firm is not a person within the meaning of paragraphs 3.2 and 3.3 of ITT.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other Tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XVII – DRAFT LETTER OF NOTIFICATION OF AWARD

To:

(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO. KP1/9A.2/OT/59/NM/18-19 FOR PROVISION OF DISTRIBUTION TRANSFORMER REPAIR SERVICES

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof but not later than fourteen (14) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2015 *(or as may be amended from time to time, or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within seven (7) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Performance Security and Signing of Contract as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

Enclosures

SECTION XVIII – DRAFT LETTER OF NOTIFICATION OF REGRET

To: *(Name and full address of the Unsuccessful Tenderer)*

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO. KP1/9A.2/OT/59/NM/18-19 FOR PROVISION OF DISTRIBUTION TRANSFORMER REPAIR SERVICES

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1.
2.
3. etc...

The successful bidder was _____.

We take the early opportunity to thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

SECTION XIX - CONTRACT AGREEMENT FORM

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

AND

..... (*Supplier’s full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number.....(*full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the “Contractor”*) of the other part;

WHEREAS KPLC invited tenders for certain services, that is to sayunder Tender Number.....

AND WHEREAS KPLC has accepted the Tender by the Supplier for the services in the sum of(*KPLC specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax*) (*hereinafter called “the Contract Price”*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
 - c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression “*the Supplier*” or “*the Contractor*” or “*the Successful Tenderer*” the covenants, agreements obligations expressed to be made or performed by the Supplier shall be deemed to be made or performed by such persons jointly and severally.

- e) where there are two or more persons included in the expression “*the Supplier*” or “*the Contractor*” or “*the Successful Tenderer*” any act default or omission by the Supplier or the Contractor or the Successful Tenderer shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KPLC to the Supplier as hereinbefore mentioned, the Supplier hereby covenants with KPLC to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. KPLC hereby covenants to pay the Supplier in consideration of the proper performance and provision of the 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.
5. **The following documents shall constitute the Contract between KPLC and the Supplier and each shall be read and construed as an integral part of the Contract: -**
- a) this Contract Agreement
 - b) the Official Order
 - c) the Special Conditions of Contract as per the Tender Document
 - d) the General Conditions of Contract as per the Tender Document
 - e) the Price Schedules submitted by the Supplier and agreed upon with KPLC
 - f) the Methodology, Work Plans, Time Schedules for Professional Personnel submitted and agreed upon by both KPLC and the Supplier
 - g) Team Composition and Task Assignment agreed upon by KPLC and the Supplier
 - h) The Details of Service as per KPLC’s Tender Document
 - i) the Terms of payment agreed upon by KPLC and the Supplier
 - j) the Performance Security
 - k) KPLC’s Notification of Award dated.....
 - l) the Tender Form signed by the Supplier
 - m) the Declaration Form signed by the Supplier / successful Tenderer
 - n) The warranty
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
- a) Execution of this Contract Agreement by KPLC and the Supplier
 - b) Conclusion and signed agreement by the parties on the agreed Work and Action Plans
 - c) Conclusion and agreement by the parties on the Terms of Payment

8. The period of contract validity shall begin from the Commencement date and end on either:
- a) Sixty (60) days after the last date of the agreed performance schedule, or,
 - b) Where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.
- Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
11. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served one (1) day after such receipt by the courier service.
14. For the purposes of Notices, the address of KPLC shall be General Manager, Legal & Corporate Affairs and Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099-00100, Nairobi, Kenya, Facsimile + 254-20-3514485. The address for the Supplier shall be the Supplier's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf of **KPLC**

**GENERAL MANAGER, CORPORATE AFFAIRS
AND COMPANY SECRETARY**

SEALED with the **COMMON SEAL**
of the **SUPPLIER**
in the presence of:-

DIRECTOR

Affix Supplier's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

IMELDA BORE

Advocate,

C/o The Kenya Power & Lighting Company Limited,

7th Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

Facsimile: + 254-20-3514485

SECTION XX - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

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

WHEREAS.....(hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number..... and its Tender dated(*insert Supplier’s date of Tender taken from the Tender Form*) to provide (*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 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 theday of.....20....

EITHER

SEALED with the)
COMMON SEAL)
of the said **BANK**)
)

thisday)
)
 of20....)
 in the presence of :-)
)
 _____)
)
 and in the presence of:-)
)
 _____)

 BANK SEAL

OR

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

 Name(s) and Capacity(ies) 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 five (5) days from the date of KPLC’s query. Should there be no conclusive response by the Bank within this period, such Supplier’s Performance Security may be deemed as invalid and the Contract nullified.*

SECTION XXI - THE DETAILS OF SERVICES

The Details of Services describe the basic requirements for services. 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 wherever applicable -

GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.
2. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data including calculation sheets, detailed drawings and certified test reports. KPLC reserves the right to reject the services if such deviations shall be found critical to the use and operation of the services.
3. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.
4. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
5. The Supplier's conformity to reference standards and copies of quality management certifications including valid and current ISO certifications shall be submitted for consideration.