



**TENDER NO.KP1/9BA/PT/1/14-15
FOR DISPOSAL OF ASSORTED SCRAP ITEMS AT THIKA,
LIMURU, AND TRANSPORT STORES, USED OIL FOR OFF GRID
STATIONS AND SCRAP ITEMS AT METER STORE, NAIROBI.**

AUGUST, 2014

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

**(SMELTERS QUALIFY TO BID FOR ALL LOTS.
SCRAP DEALERS DO NOT QUALIFY FOR LOTS ONE
AND TWO BUT QUALIFY FOR ALL OTHER LOTS.)**

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SECTION I - INVITATION TO TENDER

DATE: 14.08.2014

TENDER REFERENCE NUMBER AND NAME...TENDER NO.KP1/9BA/PT/1/14-15 FOR DISPOSAL OF ASSORTED SCRAP ITEMS AT THIKA, LIMURU, AND TRANSPORT STORES, USED OIL FOR OFF GRID STATIONS AND SCRAP ITEMS AT METER STORE, NAIROBI.

1.1 The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers (Smelters and scrap dealers) for the purchase of **Assorted Scrap Items At Thika, Limuru, and Transport Stores, Used Oil For Off Grid Stations And Scrap Meters At Meter Store**. Interested eligible Tenderers may obtain further information from the General Manager, Supply Chain Division, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge. Upon downloading, bidders are required to immediately send e-mail giving their names and contact details to:-

1. General Manager, Supply Chain Division – jombui@kplc.co.ke
2. Supply Chain Manager (Procurement) – agatukui@kplc.co.ke

1.2 Eligible buyers for lot one and two are those who own furnace (s), and proof of ownership shall be mandatory. For all the other lots, both the smelters and scrap dealers are eligible.

1.3 Tender documents detailing the requirements may be obtained from the **General Manager, Supply Chain Division, on the 3rd Floor, Stima Plaza, Kolobot Road, Nairobi**, on normal working days from Monday to Friday (excluding any public or gazetted holiday) beginning **on 14th August, 2014 at 10.00am** between **9.00 a.m. & 12.30 p.m. and 2.00 p.m. & 4.30 p.m.** upon payment of a non-refundable fee of **KSh.1,000.00 or the equivalent in United States Dollars (US \$)** using the exchange rate ruling on the date of tender document purchase provided by the Central Bank of Kenya. Payment shall be made in cash or by Bankers Cheque at the 1st Floor of Stima Plaza, Kolobot Road, Nairobi, Kenya.

1.4 Completed Tenders are to be enclosed in plain sealed envelopes marked with the tender reference number and name and be deposited in the Tender Box located at KP premises, **Stima Plaza, Ground Floor, Kolobot Road, Nairobi, Kenya, so as to be received on or before on 4th September, 2014 at 10.**

- 1.5 Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings or a freely convertible currency and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.6 Tenders shall 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.

SECTION II - TENDER SUBMISSION CHECKLIST

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

No.	Item	Tick Where Provided
1	Tender security/deposit for the amount of Ksh. 50,000.00 paid to KPLC in form of cash or Banker's Cheque . Original receipt or original Banker's Cheque must be submitted together with the Tender Document.	
2	Tender Form and Price Schedule	
3	Confidential Business Questionnaire (CBQ)	
4	Copy of Company or Firm's Registration Certificate	
5	Valid VAT compliance Certificate	
6	Valid City /Municipal Council License	
7	Proof of having viewed the items quoted	
8.	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERERS**

1. For further notes, please see the additional notes at Appendix to Instructions to Tenderers.

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SECTION III - INSTRUCTIONS TO TENDERERS

3.1 Definitions

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

- a) “The Disposing 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).
- b) “The Tenderer” means the person(s) submitting its Tender for the purchase of the equipment as per the Tender name in response to the Invitation to Tender.
- c) 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.
- d) 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.
- e) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
- f) 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.
- g) where there are two or more persons included in the expression the “Tenderer”, any act, default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.

3.2 Eligible Tenderers

- 3.2.1 **This Invitation to tender is open to smelters with proof of ownership of functioning smelting furnace as described in the Appendix to Instructions to Tenderers, and Scrap dealers are eligible for all lots except lots one and two only. Successful Tenderers shall purchase the scrap items in accordance with this tender and the ensuing contract.**
- 3.2.2 KPLC’s employees, committee members, board members and their relatives (spouse(s) and children) are not eligible to participate in the tender.
- 3.2.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

3.3 Eligible Goods

- 3.3.1 All stores and equipment to be purchased under this tender shall be of the unserviceable, obsolete or surplus nature.

3.4 Cost of Tendering

- 3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.4.2 The price to be charged for the Tender Document shall be as indicated in the Appendix to Instructions to Tenderers but in any case not exceeding KSh 5,000/=.

3.5 Contents of the Tender Document

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with clause 3.7 of these Instructions to Tenderers: -
- a) Invitation to Tender
 - b) Tender Submission Checklist
 - c) Instructions to Tenderers
 - d) Appendix to Instructions to Tenderers
 - e) Schedule of Items
 - f) Price Schedule for Items
 - g) Summary of the Evaluation Process
 - h) General Conditions of Sale
 - i) Special Conditions of Sale
 - j) Tender Form
 - k) Confidential Business Questionnaire Form
 - l) Tender Deposit Commitment Declaration Form
 - n) Contract Form
- 3.5.2 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.
- 3.5.3 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".

3.6 Clarification of Documents

- 3.6.1 A prospective Tenderer requiring any clarification of the Tender Document may notify the Stores and Stock Control Manager in writing or by post at KPLC's address indicated in the Invitation to Tender. 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 Tenderers that have duly received the Tender Document.

3.6.2 KPLC shall reply to any clarifications sought by the Tenderer within three (3) days of receiving the request to enable the Tenderer make timely submission of its Tender.

3.6.3 If a prospective Tenderer sends an inquiry after the stated days or the inquiry is received by KPLC after the stated days, KPLC shall have the option of responding to the inquiry and extension of the date of submission of tenders or ignoring it.

3.7 Amendment of Documents

3.7.1 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.

3.7.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) in writing and will be binding on them.

3.7.3 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.

3.8 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, provided that any printed literature furnished by the Tenderer may be written in another language provide 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.

3.9 Documents Comprising the Tender

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

- a) Tender Form and a Price Schedule completed in accordance with paragraphs 3.10, 3.11 and 3.12 below.
- b) Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- d) Tender Deposit paid in accordance with paragraph 3.14

3.10 Tender Form

The Tenderer shall complete the Tender Form, the appropriate Price Schedule and all other documents furnished in the Tender Document, indicating the items it proposes to purchase, quantity and prices amongst other information required.

3.11 Tender Prices

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices and total tender price of the items it proposes to purchase under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall include all costs including any foreign currency exchange costs, bank remittance charges, taxes and collection from the premises of KPLC (where applicable) or other specified site.
- 3.11.3. For the avoidance of doubt, Tenderers shall quote on an all inclusive basis including Value Added Tax (V.A.T.). No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.4 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.

3.12 Tender Currencies

- 3.12.1 For the items that the Tenderer will purchase the prices shall be quoted in Kenya Shillings, or in another freely convertible currency. The currency quoted must be indicated clearly on the Price Schedule for Items.
- 3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date.

3.13 Tenderer's Eligibility and Qualifications

- 3.13.1 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.
- 3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract pending for more than three (3) months shall not be considered for evaluation, award or otherwise.
- 3.13.5 Tenderers with delayed collection in any other contract shall not be considered for evaluation, award or otherwise.
- 3.13.6 The Tenderer will furnish KPLC with a copy of the recognition certificate or license as applicable. KPLC reserves the right to subject the certificate or license to authentication.

3.14 Tender DEPOSIT

- 3.14.1 The Tenderer shall furnish, as part of its Tender, a Tender deposit in the amount as stated in the Appendix to Instructions to Tenderers.
- 3.14.2 The Tender deposit shall be paid before the tender closing time at the following places:-
 - a) any of KPLC's Finance offices countrywide quoting the Tender Number, Name and specific item(s) tendered for, or,

- b) by telegraphic transfer into KPLC's account quoting the Tender Number, Name and specific item(s) tendered for.
- 3.14.3 The Tenderer shall attach original receipt of payment of the Tender deposit with his Tender.
- 3.14.5 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive for that item(s), pursuant to paragraph 3.26.
- 3.14.6 The Tender deposit is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the tender security's forfeiture pursuant to paragraph 3.16.8
- 3.14.6 The unsuccessful Tenderer's Tender deposit will be released as promptly as possible, but not later than fourteen (14) days after the expiration of the period of tender validity in any of the following circumstances: -
 - a) the disposal proceedings are terminated
 - b) KPLC determines that none of the submitted Tenders is responsive
 - c) the notification of award has been issued.
- 3.14.7 Subject to paragraph 3.17, the Tender deposit shall be forfeited in any of the following circumstances –
 - 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 rejects a correction of an arithmetic error
 - c) if the Tenderer fails to enter into a written contract in accordance with paragraph 3.38
 - d) in the case of a successful Tenderer, if the Tenderer fails to pay the balance of the bid price.

3.15 Validity of Tenders

- 3.15.1 Tenders shall remain valid for ninety (**90**) 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 3.23. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.15.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing.
- 3.15.3 Notwithstanding any other provisions of this tender, the Tender Deposit provided under paragraph 3.16 may also be extended at the option of the Tenderer where KPLC extends the validity of the tender.
- 3.15.3 Where a Tenderer opts to withdraw his tender where the tender validity is extended, the Tender Deposit shall not be forfeited but shall be refunded in accordance with paragraph 3.16.
- 3.15.4 A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.16 Viewing of Tender Items

- 3.16.1 Prospective Tenderers are advised to view the items, stores/equipment in liaison with KPLC before bidding. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on AS IS WHERE IS CONDITION and the conditions of the items are not warranted by the KPLC.
- 3.16.2 For the avoidance of doubt, viewing of items or failure to do so shall be the responsibility of the Tenderer and KPLC shall not be liable in any manner howsoever for matters arising relating to this clause.
- 3.16.3 Location of viewing of the items shall be as prescribed in the Appendix to Instructions to Tenderers.
- 3.16.4 Tenderers shall submit Proof of having viewed the items .The viewing form **MUST** be signed and stamped by the Station in –charge.

3.17 Number of Sets and Tender Format

- 3.17.1 The Tenderer shall prepare three complete and identical sets of its Tender, identifying and clearly marking the “**ORIGINAL TENDER**”, “**COPY 1 OF TENDER**”, and “**COPY 2 OF TENDER**” as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.
- 3.17.2 Notwithstanding the contents of sub-paragraph 3.19.1, where there is any discrepancy between the Original and any Copy of the Tenderer’s documents, the Original shall govern.
- 3.17.3 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.
- 3.17.4 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Format.

3.18 Preparation and Signing of the Tender

- 3.18.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.18.2 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.

3.19 Sealing and Outer Marking of Tenders

- 3.19.1 The Tenderer shall seal the Original and the Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as “**ORIGINAL**”, and “**COPY OF TENDER**”. The envelopes or packages shall then be sealed in an outer envelope or package.
- 3.19.2 The inner and outer envelopes or packages shall -

- a) be addressed to KPLC at the address given in the Invitation to Tender,
 - b) bear the tender number and name as per the Invitation to Tender and the words, “**DO NOT OPEN BEFORE** as specified in the Invitation to Tender.
- 3.19.3 The inner envelopes or packages shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late or disposal proceedings are terminated before tenders are opened.
- 3.19.4 If the envelopes or packages are not sealed and marked as required by this paragraph, KPLC will assume no responsibility whatsoever for the Tender’s misplacement or premature opening. A tender opened prematurely for this cause will be rejected by KPLC and promptly returned to the Tenderer.

3.20 General Provisions of Tender

- 3.20.1 A Tenderer may tender for each item or each lot and may tender for as many items or lots as it wishes.
- 3.20.2 Tenderers who will be awarded contracts will be required to pay for the items after fourteen (14) days from the date of notification of award but not later than thirty (30) days from that date failure to which the contract award will be cancelled and the Tender Deposit forfeited.
- 3.20.3 Successful Tenderers will be required to collect the items they have paid for within the prescribed period as indicated in the Appendix to Instructions to Tenderers after making the required payment.
- 3.20.4 KPLC shall charge storage charges from the Tenderers for failure to collect the items they have paid for within the prescribed period. The storage charges are as indicated in the Appendix to Instructions to Tenderers.

3.21 Deadline for Submission of Tenders

- 3.21.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.
- 3.21.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Tenderer’s previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.22 Modification and Withdrawal of Tenders

- 3.22.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.
- 3.22.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.19, 3.20 and 3.21. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but

followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

3.22.3 No Tender may be modified after the deadline for submission of Tenders.

3.22.4 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. Withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

3.23 Opening of Tenders

3.23.1 KPLC shall open all Tenders promptly after the close of submission at the location specified in the Invitation to Tender or as may otherwise be indicated. The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.23.2 The Tenderer's names, tender modifications or withdrawals, tender prices, discounts, the presence or absence of requisite Tender Deposit and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.

3.23.3 KPLC will prepare Minutes of the tender opening.

3.23.4 Tenders not opened and read out at tender opening shall not be considered further for evaluation, award or otherwise irrespective of the circumstances.

3.24 Process to be Confidential

3.24.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process until the award of Contract is announced.

3.24.2 KPLC will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by KPLC.

3.24.2 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 tender.

3.25 Clarification of Tenders

3.25.1 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.

3.25.2 Failure to provide timely clarification or substantiation of the information that is essential for effective evaluation of the Tenderer's qualifications shall result in the Tenderer's disqualification.

3.26 Preliminary TENDER EVALUATION

3.26.1 Upon opening of the tenders, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's

responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

3.26.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Examination Criteria set out in the Summary of Evaluation Process as set out in this Tender Document.

3.26.3 If a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and can not subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.27 Errors or Oversights

KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.28 Evaluation and Comparison of Tenders

3.28.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Evaluation Criteria as prescribed in the Summary of Evaluation Process.

3.28.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the items to be purchased.

3.28.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

3.28.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

3.28.4 If the Tenderer does not accept the correction of the errors, its Tender will be rejected, and its Tender Deposit forfeited.

3.29 Tender Evaluation Period

The tender evaluation committee shall evaluate the tender within thirty (30) days of the validity period from the date of the opening the tender.

3.30 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 disposal and procurement.

3.31 Contacting KPLC

Subject to paragraph 3.25 no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the contract is awarded.

3.32 Award of Contract

- 3.32.1 KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, and has been determined to be the highest evaluated tender, and further, subject to the reserve price where applicable.
- 3.32.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.33 Performance Security

- 3.33.1 Within seven (7) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which must 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.
- 3.33.2 The Performance Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Performance Security in form of a Bank Guarantee should be from a commercial bank licensed by the Central Bank of Kenya.
- 3.33.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.33.4 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 three (3) 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.
- 3.33.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.33.6 Paragraph 3.37, 3.38 together with the provisions of this paragraph 3.39 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.33

3.34 Termination of Disposal Proceedings

- 3.34.1 KPLC may at any time terminate disposal proceedings before contract award and shall not be liable to any person for the termination.
- 3.34.2 KPLC shall give prompt notice of the termination to the Tenderers.

3.35 Notification of Award

- 3.35.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.35.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.35.3 Simultaneously, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.
- 3.35.4 A notification of the tender outcome does not reduce the validity period for any Tender Deposit whether the Tenderer is successful or not.

3.35.5 KPLC's Right to Vary Quantities

3.35.6 KPLC reserves the right at the time of contract award to increase or decrease the quantity of items originally specified in the Schedule of Items offered for sale without any change in unit price or other terms and conditions of the Tender.

3.36 Signing of Contract

3.36.1 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.

3.36.2 Within seven (7) 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 within that period of seven (7) days.

3.36.3 KPLC shall sign and date the Contract in the period between not earlier than seven (7) days from the date of notification of contract award and not later than thirty (30) days after expiry of tender validity. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.33.

3.36.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its Tender Deposit forfeited in which event KPLC shall notify the next highest evaluated Tenderer that its Tender has been accepted.

3.36.5 Paragraph 3.37 together with the provisions of this paragraph 3.38 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.38.1.

3.37 Corrupt or Fraudulent Practices

3.37.1 KPLC requires that Tenderers observe the highest standard of ethics during the disposal 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 any thing 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.

3.37.2 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.

3.37.3 **Further, A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder or any of its employees,**

executives, managers, directors, agents, servants, hirelings or associate whichever has been reasonably suspected to have committed an offence related to vandalism against /theft of any utility's property, whether convicted in a court of law

3.38 Visit To the Bidder's Premises

Tender evaluation committee shall visit bidder's premises to ascertain that they are smelters and own smelting furnace (s).

3.39 Collection of Awarded Obsolete items

Successful bidders shall be required to make payment and collect all the **SCRAP items** within 30 days from the date the contract is signed.

3.40 Sorting Of Awarded Items

The items shall be awarded on the "as is where is basis" therefore sorting and segregation shall **NOT** be allowed on Kenya Power grounds.

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.	3.2.1 Eligible Tenderers	<p>a. Smelters with documented proof of ownership of furnace machines qualify for all items.</p> <p>b. Scrap dealers DO NOT qualify for lots one and two, but qualifies for all the other lots.</p>
2.	3.13.6 Documentary evidence of eligibility	<ul style="list-style-type: none"> • Copy of firms PIN Certificate. • Copy of firms VAT Registration Certificate. • Copy of company or Firm’s registration certificate. • Scrap dealer license • Copy of Furnace/Foundry certificate • City Council /Municipal trade license • Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)
3.	3.14. Tender Security/Tender Deposit	<p>Tender security/deposit for the amount of Ksh. 50,000.00 paid to KPLC in form of cash or Banker’s Cheque.</p> <p>Original receipt or original Banker’s Cheque must be submitted together with the Tender Document.</p>
4.	3.16. Viewing of the Items	<p>Assorted Scrap Items At Thika, Limuru, and Transport Stores, Used Oil For Off Grid Stations & Scrap Meters At Meter Store, shall be viewed at the respective stores/power stations, where the In-charge shall stamp and sign the proof of viewing items form.</p>
5	3.20.3 General Provisions of Tender - Collection Period	<p>Time duration of 30 days after signing of the contract is provided for the removal of the items.</p>
6.	3.20.4 General Provisions of Tender – Storage Charges	<p>Failure to remove the goods within the allowed duration will attract storage charges at the rate of Kshs. 10,000 per week until items paid for are collected.</p>
7	3.3.1 Eligible goods	<p>Assorted Scrap Items At Thika, Limuru, and Transport Stores, Used Oil For Off Grid Stations & Scrap Meters At Meter Store,</p>

8.	3.36 Mode of Award	<p>The successful bidders for Assorted items at Thika and Limuru shall qualify for one heap only, so long as the price difference between the highest and the 2nd highest shall not be more than 10 %. In case the quoted prices are more than the stated 10 % then the two heaps shall go to the highest bidder.</p> <p>All the items shall be disposed on per lot basis.</p>
	3.31 Performance Security	<p>Within seven (7) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security amounting 10 % of the tendered price, in form of a bank guarantee or cash.</p>
9	3.37 Visit to Bidder's Premises	<p>For item lot Nos. one and two, Tender evaluation committee shall visit bidder's premises to ascertain ownership of functioning smelting furnace (s).</p>
10	3.40 Sorting Of Awarded Items	<p>The items shall be awarded on the "as is where is basis" therefore sorting and segregation shall NOT be allowed on Kenya Power grounds.</p>

SCHEDULE OF ITEMS

ASSORTED SCRAP ITEMS AT THIKA, LIMURU, AND TRANSPORT STORES, USED OIL FOR OFF GRID STATIONS & SCRAP METERS AT METER STORE, “AS IS WHERE IS”.

KENYA POWER & LIGHTING COMPANY

SCHEDULE OF ITEMS

LIMURU -LOT 1 (ONE)

Item No.	Description	Total Projected Quantities (Lts)	LOT NO.	Store
1	Assorted Scrap Items Comprising of scrap steel wires, scrap aluminium wires, broken/damaged porcelain insulators, scrap wood, scrap metals, scrap shackle insulators, scrap cables, scrap conductors, scrap stay wires, scrap angle irons, chain link wires, grass disks, cable peels etc “As is where is”	Heap	1	Limuru

THIKA-LOT 2 (TWO)

Item No.	Description	Total Projected Quantities (Lts)	LOT NO.	Store
1	Assorted Scrap Items Comprising of scrap steel wires, scrap aluminium wires, broken/damaged porcelain insulators, scrap wood, scrap metals, scrap shackle insulators, scrap cables, scrap conductors, scrap stay wires, scrap angle irons, chain link wires, grass disks, cable peels etc “As is where is”	Heap	2	Thika

PLEASE NOTE THAT ONLY SMELTERS ARE ELIGIBLE FOR LOTS ONE AND TWO

OFF GRID POWER STATIONS- LOT NO. 3 (THREE)

USED OIL AND SLUDGE AT THE OFF GRID POWER STATIONS

Item No.	Description	Total Projected Quantities (Lts)	LOT NO.	Store
1.	Used motor vehicle oil	10,500	3	Wajir Power Station
2.	Oil Sludge	20,000	3	Wajir Power Station
3	Used motor oil	5,000	3	Lodwar power station
4	Oil sludge	5,000	3	Lodwar power station
5	used oil	3,000	3	Marsabit power station

TRANSPORT STORE-LOT NO. 4 (FOUR)

SCRAP TYES AND TUBES AT TRANSPORT STORE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	LOT NO	Store
1	Scrap Tyres	600	PCS	4	Transport Store
2	Scrap Tyres	500	PCS	4	Transport Store
3	Scrap Tyres Motor Cycle And Motor Vehicle Tubes	Heap	Heap	4	Transport Store

TRANSPORT STORE -LOT NO. 5 (FIVE)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	LOT NO	Store
1	Scrap Motor Vehicle Batteries	250	PCS	5	Transport Store

TRANSPORT STORE-LOT NO. 6 (SIX)**ASSORTED SCRAP ITEMS**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	LOT NO	Store
1	Scrap Empty Tool Boxes And Carrier Boxes	16	PCS	6	Transport Store
2	Assorted Obsolete Motor Vehicle Spare Parts	Heap	Heap	6	Transport Store
3	Scrap Motor Vehicle Door Shells, Bumpers And Radiators	Heap	Heap	6	Transport Store
4	Scrap Printer Rank Xerox	1	PCS	6	Transport Store
5	Assorted Motor Vehicle Scrap Parts and body parts.	Heap	Heap	6	Ex-Parklands Stock Yard

METER STORE, NAIROBI -LOT NO. 7 (SEVEN)

ASSORTED SCRAP ITEMS

Item No.		Description	Total Projected Quantities (pcs)	LOT NO	Store
1.	535080	SCRAPPED ELECTROMECHANICAL METERS	16,653	7	Meter store
2.	541901	RIPPLE CONTOL R.108/144-45 (FAULTY)	72	7	Meter store
3.	541902	RIPPLE CONTOL R.114/75-76 (FAULTY)	2	7	Meter store
4.	541903	RIPPLE CONTOL R.103/17-18 (FAULTY)	87	7	Meter store
5.	541904	RIPPLE CONTOL R.103/19-20 (FAULTY)	8	7	Meter store
6.	800082	1500 RING TYPE 15 VA (FAULTY)	7	7	Meter store
7.	800101	RIPPLE CONT.R.C108-42,108-43WESTERN (f)	32	7	Meter store
8.	800102	RIPPLE CONTRO 108-40,108-41COAST (faulty	438	7	Meter store
9.	800103	RIP.CON. R. 114-78,114-79STRT.L.(faulty)	194	7	Meter store
10.	800104	RIP.CON.114-71 114-72STR.L.RIFT (faulty	179	7	Meter store
11.	800105	RIP.CON.114-73,114-74 WESTERN AREA(fault	181	7	Meter store
12.	800194	RIP.CON. IRR.103-15,103-16 COAST(FAULTY)	8	7	Meter store
13.	800195	RIP.CON.R.103-17,103-18 IRR.NRB MTKEN(F)	13	7	Meter store
14.	800196	RIP.CON.R.103-21,103-22(FAULTY)	6	7	Meter store
15.	800201	TIME SWITCH 240V KYB1 [FAULTY]	42	7	Meter store
16.	800204	TIME SWITCH 20MIN.240 VOLTS [FAULTY]	2	7	Meter store
17.	800205	TIME SWITCH 110V KYB1 [FAULTY]	63	7	Meter store
18.	800208	TIME SWITCH VAMK8 200/250V [FAULTY]	24	7	Meter store
19.		TOTAL	18,011		

BOTH SMELTERS AND SCRAP DEALERS ARE ELIGIBLE FOR LOTS3, 4, 5, 6 AND 7.

SECTION V – PRICE SCHEDULES

LIMURU STORE

LOT 1 (ONE)

Item No	Description	QTY	Store	UNIT PRICE VAT EXCL.	VAT	UNIT PRICE VAT INCL.
1	Assorted Scrap Items Comprising of scrap steel wires, scrap alluminium wires, broken/damaged porcelain insulators, scrap wood, scrap metals, scrap shakle insulators, scrap cables, scrap conductors, scrap stay wires, scrap angle irons, chain link wires, grass disks, cable peels etc “As is where is”	Heap	Limuru			
	TOTAL PRICE					

THIKA STORE

LOT 2 (TWO)

Item No	Description	QTY	Store	UNIT PRICE VAT EXCL.	VAT	UNIT PRICE VAT INCL.
2	Assorted Scrap Items Comprising of scrap steel wires, scrap alluminium wires, broken/damaged porcelain insulators, scrap wood, scrap metals, scrap shakle insulators, scrap cables, scrap conductors, scrap stay wires, scrap angle irons, chain link wires, grass disks, cable peels etc “As is where is”	Heap	THIKA			
	TOTAL PRICE					

OFF GRID POWER STATIONS

LOT 3 (THREE)

Item No	Description	QTY	Store	UNIT PRICE VAT EXCL.	VAT	UNIT PRICE VAT INCL.
1.	Used motor vehicle oil	10,500	Wajir			
2.	Oil Sludge	20,000	Wajir			
3	Used motor oil	5,000	Lodwar			
4	Oil sludge	5,000	Lodwar			
5	used oil	3,000	Marsabit			
	TOTAL PRICE					

SCRAP TYES AND TUBES AT TRANSPORT STORE

LOT 4 (FOUR)

Item No	Description	QTY	Store	UNIT PRICE VAT EXCL.	VAT	UNIT PRICE VAT INCL.
1.	Scrap Tyres	600	Transport Store			
2.	Scrap Tyres	500	Transport Store			
3	Scrap Tyres Motor Cycle And Motor Vehicle Tubes	Heap	Transport Store			
	TOTAL PRICE					

SCRAP BATTERIES RUARAKA TRANSPORT STORE

LOT NO. 5 (FIVE)

Item No	Description	QTY	Store	UNIT PRICE VAT EXCL.	VAT	UNIT PRICE VAT INCL.
1.	Scrap Motor Vehicle Batteries	250	Transport Store			
	TOTAL PRICE					

ASSORTED SCRAP ITEMS TRANSPORT STORE & EX-PARKLANDS STOCK YARD

LOT NO. 6 (SIX)

Item No	Description	QTY	Store	UNIT PRICE VAT EXCL.	VAT	UNIT PRICE VAT INCL.
1	Scrap Empty Tool Boxes And Carrier Boxes	16	Transport Store			
2	Assorted Obsolete Motor Vehicle Spare Parts	Heap	Transport Store			
3	Scrap Motor Vehicle Door Shells, Bumpers And Radiators	Heap	Transport Store			
4	Scrap Printer Rank Xerox	1	Transport Store			
5	Assorted Motor Vehicle Scrap Parts and body parts.	Heap	Ex-Parklands Stock Yard			
	TOTAL PRICE					

ASSORTED SCRAP ITEMS AT METER STORE**LOT NO. 7 (SEVEN)**

Item No	Description	QTY	Store	UNIT PRICE VAT EXCL.	VAT	UNIT PRICE VAT INCL.
1.	SCRAPPED ELECTROMECHANICAL METERS	16,653	Meter store			
2.	RIPPLE CONTOL R.108/144-45 (FAULTY)	72	Meter store			
3.	RIPPLE CONTOL R.114/75-76 (FAULTY)	2	Meter store			
4.	RIPPLE CONTOL R.103/17-18 (FAULTY)	87	Meter store			
5.	RIPPLE CONTOL R.103/19-20 (FAULTY)	8	Meter store			
6.	1500 RING TYPE 15 VA (FAULTY)	7	Meter store			
7.	RIPPLE CONT.R.C108-42,108- 43WESTERN (f)	32	Meter store			
8.	RIPPLE CONTRO 108-40,108- 41COAST (faulty)	438	Meter store			
9.	RIP.CON. R. 114-78,114- 79STRT.L.(faulty)	194	Meter store			
10	RIP.CON.114-71 114-72STR.L.RIFT (faulty)	179	Meter store			
11	RIP.CON.114-73,114-74 WESTERN AREA(fault)	181	Meter store			
12	RIP.CON. IRR.103-15,103-16 COAST(FAULTY)	8	Meter store			
13	RIP.CON.R.103-17,103-18 IRR.NRB MTKEN(F)	13	Meter store			
14	RIP.CON.R.103-21,103- 22(FAULTY)	6	Meter store			
15	TIME SWITCH 240V KYB1 [FAULTY]	42	Meter store			
16	TIME SWITCH 20MIN.240 VOLTS [FAULTY]	2	Meter store			
17	TIME SWITCH 110V KYB1 [FAULTY]	63	Meter store			
18	TIME SWITCH VAMK8 200/250V [FAULTY]	24	Meter store			
	TOTAL PRICE					

PAYMENT TERMS:

Cash or Bankers cheque before collecting the goods.

Note: In case of discrepancy between unit price and total price, the unit price shall prevail.

Signature of tenderer _____

SECTION VI - SUMMARY OF EVALUATION PROCESS

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

6.1 This shall include confirmation of the following: -

- a) Submission and verification of copy of receipt of purchase of the tender document (where applicable)
- b) Submission, verification of copy of Tender security receipt and sufficiency of the amount paid
- c) Submission and considering the Confidential Business Questionnaire fully filled and duly signed.
- d) Submission and considering the Tender Form duly completed and signed.
- e) Submission of Company or Firm's Registration Certificate, Pin Certificate (where applicable)
- f) That the Tender is valid for the period required
- g) Submission of copies of Pin, VAT certificates, Scrap dealer's certificate, city Council/municipal council licence, furnace or foundry certificate and Business registration certificate
- h). Documentary Proof that the Tenderer owns smelting furnace
- i) Proof of having viewed the items prior to quoting, rubber stamp and the signature of the stores or power station in-charge.
- j) checking of eligibility, scrap dealers are not eligible for lots one and two.

All the above are mandatory

- h) Confirmation of compliance of previous contract(s) in accordance with its/ their terms and conditions where applicable.
- i) Correction of arithmetical errors.
- j) Conducting and comparing the prices offered.

NOTES: -

1. For purposes of evaluation, the Exchange Rate to be used for currency conversion shall be selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.
2. The successful Tenderer(s) shall be the one(s) with the highest evaluated price.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

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SECTION VII – 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 the Special Conditions of Contract.

7.1 Definitions

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

- a) “The Contract” means the agreements entered into between KPLC and the Purchaser, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the Purchaser under the contract for the full and proper performance of its contractual obligations.
- c) Wherever used in the contract, “collection” shall be complete when the items have been in fact removed from KPLC’s premises or other indicated site within the period specified in the contract
- d) “The Items” means the items and or other materials, which the Purchaser offered to purchase or has paid for under the contract.
- e) “The Disposing 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 Purchaser” means the individual or firm purchasing the items under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) and permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.

7.2 Use of Contract Documents and Information

7.2.1 The Purchaser shall not, without KPLC’s prior written consent, disclose the contract, or any provision thereof or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Purchaser in the performance of the contract.

7.2.2 The Purchaser shall not, without KPLC’s prior written consent, make use of any document or information enumerated in clause 7.5.1 above.

7.2.3 Any document, other than the contract itself, enumerated in clause 7.5.1 shall remain the property of KPLC.

7.3 Transportation

7.3.1 In all cases after payment by the Purchaser of the items, transportation of the items shall be the responsibility of the Purchaser and KPLC shall accept no liability for the transportation or any matters arising thereafter.

7.40 Payment

7.4.1 The Purchaser will be required to pay for the items after fourteen (14) days from the date of notification of award but not later than thirty (30) days from that date failure to which the contract will be cancelled and the Tender Deposit forfeited.

7.4.2 The Purchase Price less the Tender Deposit earlier paid (hereinafter referred to as the “Balance”) shall be paid at the following places:-

- a) any of KPLC’s Finance offices countrywide quoting the Tender Number, Name and specific item(s) awarded, or,
- b) by telegraphic transfer into KPLC’s account quoting the Tender Number, Name and specific item(s) awarded.

7.5 Collection of Items

7.5.1 Before release of the items purchased and paid for, the Tenderer shall present the following documents:-

- a) The original receipt of payment of the Tender Deposit.
- b) The original receipt of payment of the balance of the Purchase Price
- c) The Letter of Notification of Award
- d) KPLC’s original release letter signed by an authorized person, where applicable
- e) Any other document required

7.6 Collection Period and Storage Charges

7.6.1 The Purchaser shall be required to collect the items they have paid for within the prescribed period as indicated in the Special Conditions of Contract after making the required payment.

7.6.2 KPLC shall charge storage charges from the Purchaser for failure to collect the items they have paid for within the prescribed period. The storage charges are as indicated in the Special Conditions of Contract.

7.7 Prices

Prices offered by the Purchaser for the items under the contract shall be fixed for the period of the contract with no variations.

7.8 Variation of Contract

KPLC reserves the right to increase or decrease the quantity of items originally tendered for or awarded without any change in unit price or other terms and conditions of the Contract. Save as is variable herein all other terms and conditions of the contract shall remain the same.

7.9 Assignment

7.91 The Purchaser shall not assign in whole or in part any of its rights to perform under this contract, except with KPLC’s prior written consent.

8.0 Termination of Contract

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

- a) if the Purchaser fails to collect any or all of the items within the period(s) specified in the contract, or within any extension thereof granted by KPLC.
- b) if the Purchaser fails to perform any other obligation(s) under the contract.
- c) if the Purchaser, 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 Purchaser abandons or repudiates the Contract.

8.1 Resolution of Disputes

8.1.1 KPLC and the Purchaser 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.

8.1.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in a national forum.

8.2 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.

8.3 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 Purchaser 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 regards this contract.

8.4 Force Majeure

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.

SECTION VIII – 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.	7.6.1 Collection Period	Time duration of 30 days after payment for the scrap items is provided for the removal of the scraps from the stores.
2.	7.6.2 Storage Charges	Failure to collect items within the allowed duration shall attract storage charges at the rate of Kshs. 10,000 per week until all the awarded items are collected.
3	3.2.1 Eligibility	Smelters qualify for all lots. Scrap dealers qualify for lots, 3, 4, 5, 6, and 7 only.

SECTION IX - TENDER FORM

Date: -----

Tender No. **KP1/9BA/PT/1/14-15**

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 purchase and collect all the items offered to us in accordance and conformity with the said tender document for the sum of(total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the Tender.
3. We agree to abide by this Tender for a period of.....**days** 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.
4. 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.
5. We understand that you are not bound to accept the highest or any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION X - 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 Section A – General
Name of Tenderer
Location of Tenderer.....
Plot No.Street/ Road
Postal Address Postal Code
Tel No.....
Facsimile.....
Mobile and/or CDMA No.....
E-mail:.....
Part 1 Section 2 The following are only filled where applicable,
Nature of your business
Registration Certificate No
*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
Nationality
*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details
1.....		
2.....		
3.....		
4.....		
5.....		

Part 2 (c) Registered Company

Private or Public

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. These details are essential and compulsory for all Tenderers.

SECTION XI - TENDER DEPOSIT COMMITMENT DECLARATION FORM

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

Ladies and Gentlemen,

RE: TENDER NO.KP1/9BA/PT/1/14-15 FOR DISPOSAL OF ASSORTED SCRAP ITEMS AT THIKA, LIMURU, AND TRANSPORT STORES, USED OIL FOR OFF GRID POWER STATIONS AND SCRAP ITEMS AT METER STORE.

As indicated in the Schedule of Items and Prices, we do confirm that we have paid deposit for the items tendered for as supported by the attached copy of receipt or bankers cheque as follows.

Receipt number /Bankers Cheque number	Date of Receipt/Bankers Cheque	Tender Deposit Paid .(Amount in Kshs)

SECTION XII - 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) _____
_____ declare 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 director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.
- 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 have not been implicated in theft cases at any time by KPLC
- g) 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 XIV – DRAFT LETTER OF NOTIFICATION OF AWARD

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

Date:.....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

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 **seven (7) days** from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 *(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 Tender Security, Signing of Contract and Performance Security 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 DIVISION

Enclosures

SECTION XIV – 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
KP1/9BA/PT/1/14-15

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 _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Legal Department (Guarantees Section), on the 2nd Floor, Stima Plaza, Kolobot Road, Parklands, Nairobi* only after expiry of twenty five (25) days from the date hereof. It is expected that by that time KPLC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal Act, 2005 (*or as may be amended from time to time or replaced*). When collecting the Security, you will be required to produce the original of this letter.

We 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 DIVISION

SECTION XV - TENDER SECURITY DECLARATION FORM
(The Bidder shall complete in this form in accordance with the instructions indicated)

Date:.....
(insert date (as day, month, year) of Bid Submission)

Tender No.....
(Insert number of bidding process)

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

We, the undersigned declare that.

1. We understand that, according to your conditions, bids must be supported by a bid-securing declaration.

2. We accept that we will be automatically be suspended from being eligible for bidding in any contract with the purchaser for the period of the time of (insert the number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we-

a. Have withdrawn our bid during the period of bid validity specified by us in the bidding data sheet: or

b. Having been notified of the acceptance of our bid by the purchaser during the period of bid validity,

i. Fail or refuse the contract, if required, or

ii. Fail or refuse to finish the performance security, in accordance with the ITT

3. We understand that this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of

i. Our receipt of a copy of your notification of the name of the successful bidder;
or

ii. Twenty-eight days after the expiration of our tender.

4. We understand that if we are a joint venture, the bid securing declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally constituted at the time of bidding, the bid securing declaration shall be in the names of all future partners as named in the letter of intent.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer (where applicable)

Date Day of.....
(insert date signing)

SECTION XVI - 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 “KPLC”) of the one part,

AND

..... (Purchaser’s full name and location) of Post Office Box Number.....(full address of Purchaser), (hereinafter referred to as the “Purchaser”) of the other part;

WHEREAS KPLC invited tenders for disposal of certain items that is to say for Assorted Scrap Items under Tender Number KP1/9BA/PT/1/14-15

AND WHEREAS KPLC has accepted the Tender by the Purchaser for the items in the sum of (KPLC specify the total amount in words which should include any payable taxes and duties including Value Added Tax (V.A.T.)) (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 “Purchaser” the covenants, agreements obligations expressed to be made or performed by the Purchaser 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 “Purchaser” any act default or omission by the Purchaser 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 Purchaser as hereinafter mentioned, the Purchaser hereby covenants with KPLC to purchase and collect the items in conformity in all respects with the provisions of the Contract.
 4. KPLC hereby covenants to release and transfer the items to the Purchaser to the Purchaser in consideration of 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 Special Conditions of Contract as per the Tender Document
 - c) the General Conditions of Contract as per the Tender Document
 - d) the Price Schedules submitted by the Purchaser
 - e) KPLC’s Notification of Award dated.....
 - f) the Tender Form signed by the Purchaser
 6. 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.
 7. 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.
 8. 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 (and proof of service shall be by way of confirmation report of such transmission and or delivery), notices sent by post shall be deemed served seven (7) days after posting by registered post (and proof of posting shall be proof of service), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Purchasers and two (2) days for Foreign Purchasers.

9. For the purposes of Notices, the address of KPLC shall be 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/ 3750240. The address for the Purchaser shall be the Purchaser’s address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.
10. A time duration of **30 days** after payment is provided for the removal of the scraps from the stores.
Failure to do so will attract storage charges at the rate of **Kshs.10, 000 per week** until all the awarded items are collected.

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

COMPANY SECRETARY/GENERAL MANAGER, LEGAL& CORPORATE AFFAIRS

SEALED with the COMMON SEAL
of the PURCHASER
in the presence of:-

DIRECTOR

Affix Purchaser’s Seal here

DIRECTOR’S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY’S FULL NAMES

OR (If an Individual or Sole Proprietor or Partnership)

SIGNED by the PURCHASER(S)

SECTION XVII

PROOF OF VIEWING SCRAP ITEMS FORM - TENDER NO KP1/9BA/PT/1/14-15

Logistics Officers/ Sub- Station In-Charges, Sign and Stamp the form after Scrap dealer views scrap items in your respective Stores/Stations:

NO	STORE	NAME OF THE STORES IN-CHARGE OR ASSISTANT	SIGN	STAMP	DATE
1	THIKA STORE				
2	LIMURU STORE				
3	TRANSPORT STORE				
4	EX-PARKLANDS STORE				
5	WIJIR POWER STATION				

6	LODWA POWER STATION				
7	MARSABIT POWER STATION				
8	METER STORE				

We confirm that we have viewed **ALL** the scrap materials on Tender No. **KP1/9BA/PT/1/14-15** at the locations indicated above:

NAME OF THE FIRM

SIGN & STAMP

DATE