



**TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17  
FOR DISPOSAL OF COPPER CABLES FROM VARIOUS KPLC STORES.**

**JUNE, 2017**

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

**(E- DISPOSAL TENDER OPENING SYSTEM)  
(SCRAP METAL DEALERS/ SMELTERS)**

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## SECTION I - INVITATION TO TENDER

13<sup>th</sup> June 2017

### TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17: DISPOSAL OF COPPER CABLES FROM VARIOUS KPLC STORES TO SCRAP METAL DEALERS/ SMELTERS

#### **Introduction.**

The Kenya Power & Lighting Company Ltd (KPLC) invites bids from registered scrap metal dealers for the purchase of Copper Cables in various KPLC stores. Interested eligible Tenderers may obtain further information from the General Manager, Supply Chain, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3<sup>rd</sup> Floor, Kolobot Road, and P.O. Box 30099 – 00100 Nairobi, Kenya.

#### **1.2 Obtaining tender documents.**

Tender documents detailing the requirements may be viewed at KPLC E- Disposal Web Portal found on the KPLC website ([www.kplc.co.ke](http://www.kplc.co.ke)) beginning on Tuesday 13<sup>th</sup> June 2017

1.3 Only Registered Scrap Metal Dealers / Smelters are Eligible to buy the Copper Cables.

#### **1.4 Submission of Tender documents**

Completed Tenders are to be **saved as PDF** documents marked **TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17: DISPOSAL OF COPPER CABLES FROM VARIOUS KPLC STORES TO SCRAP METAL DEALERS/ SMELTERS**

and submitted in the KPLC E-Disposal Web Portal found on the KPLC website ([www.kplc.co.ke](http://www.kplc.co.ke)) so as to be received on or before **11<sup>th</sup> July 2017**

#### **1.4 Prices**

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.

#### **1.5 Opening of submitted Tenders**

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

1.6. There will be a pre-bid meeting to be held at KPLC's premises, Stima Plaza, Auditorium, Kolobot Road, Nairobi, Kenya at **9.30 a.m. on Friday 16<sup>th</sup> June 2017.**

**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 <b>Ksh. 2,500,000.00</b> paid to KPLC in form of <b>Bank Guarantee</b>	
2	Tender Form and Price Schedule	
3	Valid Scrap dealers/ smelters registration Certificate	
4	Confidential Business Questionnaire (CBQ) duly filled and signed	
5	Valid VAT compliance Certificate	
6	Valid City /Municipal Council License	
7	Stamped Stores Document as Proof of having viewed the items quoted for.	
8	Copy of firms PIN Certificate (where applicable) or personal identification number for those bidding as individuals.	
9	Copy of Identification Card for those bidding as individuals	
10	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	
11	The Certificate of directors and Shareholding (CR12)	

**\*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 only registered Scrap metal dealers and smelters who shall purchase the Copper Cables 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 **Copper Cables** 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 nil.

### **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 Supply Chain Manager (Logistics) 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 security**

- 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.
- 3.14.3 The Tenderer shall attach original bank guarantee 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 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 Preparation and Signing of the Tender**

- 3.17.1 The Bid shall be typed or written in indelible ink. It shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract.
- 3.17.2 The Bid shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Tender.

### **3.18 General Provisions of Tender**

- 3.18.1 A Bidder may bid for each item or each lot and may bid for as many items or lots as indicated in the Appendix to Instructions to Bidders].
- 3.18.2 Bidders who will be awarded contracts shall be required to pay for the items after fourteen **(14) days from the date of notification of award but not later than twenty one (21) days from that date, failure to which the contract award shall be cancelled and the Tender Deposit forfeited.**
- 3.18.3 Successful Bidders will be required to collect the items they have paid for, at their own cost including but not limited to transport and handling, within the prescribed period as indicated in the Appendix to Instructions to Bidders after making the required payment.

3.18.4 KPLC shall charge storage charges from the Bidders 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 Bidders.

**3.19 Deadline for Submission of Bids**

3.19.1 Bids must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF form.

3.19.2 KPLC may, at its discretion, extend this deadline for submission of Bids by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Bidder previously subject to the initial deadline, will therefore be subject to the deadline as extended.

**3.20 Modification and Withdrawal of Bids**

3.20.1 The Bidder may modify or withdraw its Bid after it has submitted it, provided that the modification, including substitution or withdrawal of the Bid is received by KPLC prior to the deadline prescribed for submission of Bids.

3.20.2 No Bid may be modified after the deadline for submission of Bids.

3.20.3 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period during which the Bid must remain valid. Withdrawal of a Bid during this interval shall result in forfeiture of the Bidder's Tender Deposit.

**3.21 Opening of Bids**

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

3.21.2 The Bidder's names, bid modifications or withdrawals, bid prices, 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.

3.21.3 KPLC will prepare Minutes of the bid opening.

3.21.4 Bids not opened and read out at bid opening shall not be considered further for evaluation, award or otherwise irrespective of the circumstances.

**3.22 Process to be Confidential**

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

3.22.2 KPLC shall retain confidential reserve prices for all the items. Items bid for below the reserve price will be retained by KPLC.

3.22.3 Any effort by a Bidder to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of Bids and information or decisions concerning award of Contract may result in the rejection of the Bidder's bid.

### **3.23 Clarification of Bids**

- 3.23.1 To assist in the examination, evaluation and comparison of Bids KPLC may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.
- 3.23.2 Failure to provide timely clarification or substantiation of the information that is essential for effective evaluation of the Bidder's qualifications shall result in the Bidder's disqualification.

### **3.24 Preliminary Examination and Responsiveness**

- 3.24.1 Upon opening of the Bids, KPLC will determine the substantial responsiveness of each Bid. For purposes of this Tender, a substantially responsive Bid is one that conforms to the requirements of Preliminary Examination. KPLC's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 3.24.2 KPLC will examine the Bids 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.
- 3.24.3 If a Bid is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Bidder by correction of any non-conformity.

### **3.25 Errors or Oversights**

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

### **3.26 Evaluation and Comparison of Bids**

- 3.26.1 KPLC will further evaluate and compare the Bids that have been determined to be substantially responsive, in compliance to the Evaluation Criteria as prescribed in the Summary of Evaluation Process.
- 3.26.2 The comparison shall be of the price including all costs as well as taxes payable on all the items to be purchased.
- 3.26.3 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate prevailing on the date of bid closing provided by the Central Bank of Kenya.
- 3.26.4 Arithmetical errors shall not be corrected. The bid sum as submitted and read out during the bid opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

### **3.27 Bid Evaluation Period**

The tender evaluation committee shall evaluate the tender within the validity of the tender.

### **3.28 Debarment of a Bidder**

A Bidder 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.

3.28.1 For purposes of this paragraph the Bidder shall submit with its Bid, a valid copy of certificate of Confirmation of Directorships and Shareholding (CR12) issued and signed by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. KPLC reserves the right to subject the certificate to authentication.

### **3.29 Contacting KPLC**

Subject to paragraph 3.23 no Bidder shall contact KPLC on any matter related to its Bid, from the time of the tender opening to the time the contract is awarded.

### **3.30 Award of Contract**

3.30.1 KPLC will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive, and has been determined to be the **HIGHEST EVALUATED BID**, and further, subject to the reserve price where applicable.

3.30.2 Award will be done as indicated in the Appendix to Instructions to Bidders.

### **3.31 Termination of Disposal Proceedings**

3.31.1 KPLC may at any time terminate disposal proceedings before contract award and shall not be liable to any person for the termination.

3.31.2 KPLC shall give prompt notice of the termination to the Bidders.

### **3.32 Notification of Award**

3.32.1 Prior to the expiration of the period of Tender validity, KPLC shall notify the successful Bidder in writing that its Bid has been accepted.

3.32.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.

3.32.3 Simultaneously, on issuance of Notification of Award to the successful Bidder, KPLC shall notify each unsuccessful Bidder.

3.32.4 A notification of the tender outcome does not reduce the validity period for any Tender Deposit whether the Bidder is successful or not.

### **3.33 KPLC's Right to Vary Quantities**

3.33.1 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 as long as such variation does not exceed fifteen per cent (15%) of the original contract quantity.

3.33.2 The quantity variation is to be executed within the period of validity of the bid

### **3.34 Signing of Contract**

3.34.1 At the same time as KPLC notifies the successful Bidder that its Bid has been accepted, KPLC will send the Bidder the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.

3.34.2 Within Seven (7) days of the date of notification of award, the successful Bidder 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.

- 3.34.3 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.
- 3.34.4 Failure of the successful Bidder to sign the Contract, the award shall be annulled and its Tender Deposit forfeited in which event KPLC shall notify the next highest evaluated Bidder that its Bid has been accepted.
- 3.34.5 This paragraph 3.34 together with the provisions of paragraph 3.35 will apply with necessary modifications with respect to the Bidder notified under sub-paragraph 3.32
- 3.35 Corrupt or Fraudulent Practices**
- 3.35.1 KPLC requires that Bidders 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 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 Bidders (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.*
- 3.35.2 KPLC will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.35.3 Further, a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement and disposal in Kenya.
- 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 processing committee may visit bidder’s premises if it is deemed necessary.
- 3.39 Collection of Awarded Obsolete items**  
Successful bidders shall be required to make payment and collect all the disposal of Copper Cables companywide 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.	<b>3.2.1 Eligible Tenderers</b>	<ul style="list-style-type: none"> <li>• All Licensed Scrap Dealers /Smelters</li> </ul>
2.	<b>3.2.2 Documentary evidence of eligibility</b>	<ul style="list-style-type: none"> <li>• Copy of firms PIN Certificate.</li> <li>• Copy of firms VAT Registration Certificate.</li> <li>• Copy of company or Firm’s registration certificate.</li> <li>• City Council /Municipal trade license</li> <li>• Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)</li> <li>• The certificate of directors and shareholding (CR12)</li> </ul>
3.	<b>3.2.3. Tender Security/Tender Deposit</b>	Tender security/deposit for the amount Two Million Five Hundred Thousands only (Ksh. 2,500,000.00 paid to KPLC in form Bank Guarantee
4	<b>3.2.4 Number of Sets of and Tender Format</b>	For purposes of this tender, this is not applicable as the tender is being submitted electronically. Bidders shall ensure that they upload all the required documents into the portal.
5	<b>3.2.5 Preparation and Signing of the Tender</b>	There will be only one document submitted on the e-procurement portal. <i>Bidders shall ensure that they upload all the required documents into the portal. The Original Tender Security in an envelope clearly labelled with the tender number &amp; name, shall be deposited in the Tender Security Box on 3<sup>rd</sup> Floor Supply Chain Reception on or before the opening date.</i>
6	<b>3.2.6 Sealing and Outer Marking of Tenders</b>	For purposes of this tender, this is not applicable as the tender is being submitted electronically. <i>However the Original Tender Security in a clearly labelled envelope shall be deposited in the Tender Security Box on 3<sup>rd</sup> Floor Supply Chain Reception on or before the opening date.</i>
7	<b>3.2.7 Opening of Tenders</b>	The tender shall be opened electronically at Stima Plaza Auditorium on 4 <sup>th</sup> July 2017 at 10.30 a.m. and bidders are

		encouraged to participate.
8	<b>3.2.8 Viewing of the Items</b>	The items in all the Stores companywide as per schedule of items shall be viewed at the respective regions where the In-charge shall stamp and sign the proof of viewing items form.
9	<b>3.2.9 General Provisions of Tender -Collection Period</b>	Time duration of <b>30 days</b> after signing of the contract is provided for the removal of the items.
10	<b>3.3 General Provisions of Tender – Storage Charges</b>	Failure to remove the goods within the allowed duration will attract storage charges at the rate of <b>Kshs. 10,000 per week</b> until all items paid for are collected.
11	<b>3.3.1 Eligible goods</b>	Copper Cables at Various KPLC stores
12	<b>3.3.2 Mode of Award</b>	<b>All the items shall be disposed on per lot basis.</b>
13	<b>3.3.3 Performance Security</b>	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.
14	<b>3.3.4 Sorting Of Awarded Items</b>	The items shall be awarded on the “as is where basis is “therefore sorting and segregation shall <b>NOT BE ALLOWED ON KENYA POWER GROUNDS.</b>
15	<b>3.3.5</b>	<b>The tender award will be to the highest offered Evaluated bidder whose price is equivalent or above the Set Reserve Price. No bidder will be awarded if the price offered is below the Reserve Price for any Lot.</b>



**SECTION IV – SCHEDULES OF ITEMS**  
**KENYA POWER & LIGHTING COMPANY**

**SCHEDULE OF COPPER CABLES**

**“AS IS WHERE BASIS IS”.**

**SECTION A- ONLY SCRAP DEALERS / SMELTERS SHOULD BID**

	<b>CODE</b>	<b>BRIEF DESCRIPTION</b>	<b>QTY KGS</b>	<b>LOT NO.</b>	<b>STORE</b>	<b>RESERVE PRICE (1,219.27 KSH PER KG)</b>
1	108823	Copper Cable 10 Sq.mm LV S/C Concentric CU PV	12,058.20	A	MLOLONGO ( Nairobi)	14,702,201.5
2	182534	Copper Cable 50 mm <sup>2</sup> S/C CU PVC (19/064)	20,948.71	B	MLOLONGO (Nairobi)	25,542,133.00
3	108863	Copper Cable 10 Sq.mm LV S/C Concentric CU PV	36,296.80	C	Nairobi South	45,596,272.00
4	182534	Copper Cable 50 mm <sup>2</sup> S/C CU PVC (19/064)	35,379.00	D	Nairobi South	44,255,599.3
5	108823	Copper Cable 10 Sq.mm LV S/C Concentric CU PV	1,814.51	E	LANET	2,212,377.6
6	182534	Copper Cable 50 mm <sup>2</sup> S/C CU PVC (19/064)	23,924.00	F	LANET	29,170,388.5
7	182534	Copper Cable 50 mm <sup>2</sup> S/C CU PVC (19/064)	14,496.2	H	MBARAKI	17,674,806.00

SECTION V

PRICE SCHEDULE FOR ITEMS:

TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17: DISPOSAL OF COPPER CABLES FROM VARIOUS  
KPLC STORES TO SCRAP METAL DEALERS/ SMELTERS

No.	CODE	BRIEF DESCRIPTION	QTY KGS	LOT NO.	STORE	TOTAL PRICE VAT EXC	VAT	TOTAL PRICE VAT INCL
1	108823	Copper Cable 10 Sq.mm LV S/C Concentric CU PV	12,058.20	A	MLOLONGO ( Nairobi)			
2	182534	Copper Cable 50 mm <sup>2</sup> S/C CU PVC (19/064)	20,948.71	B	MLOLONGO (Nairobi)			
3	108863	Copper Cable 10 Sq.mm LV S/C Concentric CU PV	36,296.80	C	Nairobi South			
4	182534	Copper Cable 50 mm <sup>2</sup> S/C CU PVC (19/064)	35,379.00	D	Nairobi South			
5	108823	Copper Cable 10 Sq.mm LV S/C Concentric CU PV	1,814.51	E	LANET			
6	18253 4	Copper Cable 50 mm <sup>2</sup> S/C CU PVC (19/064)	23,924.00	F	LANET			
7	10882 3	Copper Cable 50 mm <sup>2</sup> S/C CU PVC (19/064)	14,496.20	H	MBARAKI			

## 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, city Council/municipal council licence, and Business registration certificate
  - h). Submission of Stores Stamped document as Proof of having viewed the items prior to quoting, rubber stamp and the signature of the administration officer in charge in all the regions companywide.
  - i) Submission and considering the certificate of directors and shareholding (CR12)
  - j) The tender award will be to the highest offered Evaluated bidder whose price is equivalent or above the Set Reserve Price.  
No bidder will be awarded if the price offered is below the Reserve Price for any Lot.**

**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 <b>30 days</b> after payment for the Copper Cables
2.	7.6.2 Storage Charges	Failure to collect items within the allowed duration shall attract storage charges at the rate of <b>Kshs. 10,000 per week</b> until all the awarded items are collected.
3	3.2.1 Eligibility	All registered Scrap dealers/Smelters



**SECTION IX - TENDER FORM**

Date: -----

**TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17**

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,

**TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17 DISPOSAL OF COPPER CABLES FROM VARIOUS  
KPLC STORES TO SCRAP METAL DEALERS/ SMELTERS**

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.

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

**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 anybody, 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 authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**SECTION XIII – 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.KP1/9B.1/1.4/5/OT/5/16-17: DISPOSAL OF COPPER CABLES FROM VARIOUS KPLC STORES TO SCRAP METAL DEALERS/ SMELTERS**

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 thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Asset 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 fourteen (14) 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.KP1/9B.1/1.4/5/OT/5/16-17  
DISPOSAL OF COPPER CABLES FROM VARIOUS KPLC STORES TO SCRAP METAL DEALERS/  
SMELTERS**

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 2<sup>nd</sup> 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 endeavors.

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**

**GENERAL MANAGER, SUPPLY CHAIN**

**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, and 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 **TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17 DISPOSAL OF COPPER CABLES FROM VARIOUS KPLC STORES TO SCRAP METAL DEALERS/ SMELTERS**

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, 7<sup>th</sup> 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. The Purchaser shall furnish us, prior to signing the contract, with a Performance Bond in the form of cash, equivalent to 10% of the contract price.
- 11. Prior to collection of the awarded scrap meters, the vendor shall be required to disfigure all the awarded meters making the unusable before loading the same into their vehicles.
- 12. A time duration of **30 days** after payment is provided for the removal Of the obsolete Scrap Items.

Failure to collect the 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.

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 COPPER CABLES FORM - TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17  
DISPOSAL OF COPPER CABLES FROM VARIOUS KPLC STORES TO SCRAP METAL DEALERS/  
SMELTERS**

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

NO	NAME OF STORE	NAME OF THE ADMINISTRATION IN-CHARGE OR ASSISTANT	SIGN	STAMP	DATE
1					
2					
4					
5					
6					

We confirm that we have viewed **ALL** the Copper Cables on Tender **TENDER NO.KP1/9B.1/1.4/5/OT/5/16-17: DISPOSAL OF COPPER CABLES FROM VARIOUS KPLC STORES TO SCRAP METAL DEALERS/ SMELTERS** at the locations indicated above:

\_\_\_\_\_  
NAME OF THE FIRM

\_\_\_\_\_  
SIGN & STAMP

\_\_\_\_\_  
DATE

NAME OF REPRESENTATIVE