



Kenya Power

**RFQ NO. KP10-9A-RT-NER-04-25-26
FOR PROCUREMENT OF MILK FOR WAJIR, HABASWENI,
MANDERA AND ELWAK OFFICE**

DATE: DECEMBER 2025

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

REQUEST FOR QUOTATION DOCUMENT FOR SMALL CONTRACTS FOR
WORKS, GOODS, AND NON-CONSULTANCY SERVICES
(E-PROCUREMENT SYSTEM)

THE KENYA POWER & LIGHTING COMPANY PLC
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PREFACE

Pursuant to Section 70 of the Public Procurement and Asset Disposal Act, 2015 (PPADA), this Standard Request for Quotations (SRFQ) has been prepared by Kenya Power based on The Public Procurement Regulatory Authority's Standard Tender Document (STD) for "Procurement of Goods" (February 2021) for Request for Quotations for small contracts for goods, works, and non-consulting services, including maintenance services, management services, insurance, leasing, information technology, supply and installation of plant and equipment, and procurement of immovable assets/property.

Our Ref: KP10-9A-RT-NER-04-25-26

Dear Sir/Madam,

INVITATIO TO TENDER FOR PROCUREMENT OF MILK FOR WAJIR, HABASWENI,MANDERA AND ELWAK OFFICE IN NORTH EASTERN REGION – TENDER NO. KP10-9A-RT-NER-04-25-26

The Kenya Power & Lighting Company Plc (KPLC) invites bids from eligible Tenderers for supply of Milk for Wajir, Mandera and Elwak offices

Interested eligible Tenderers may obtain further information from the Senior Supply Chain Officer- North Eastern Region, The Kenya Power & Lighting Company Plc at Thika Commercial Office 1st Floor, General Kago Road P.O. Box 202 – 001000 Thika, Kenya.

Tender documents detailing the requirements may be viewed at **KPLC E-Procurement** Web Portal found on the KPLC Website (www.kplc.co.ke) beginning 03.11.2025

Completed Tenders are to be saved as PDF documents marked **KP10/9A/RT/NER/04/25-26 SUPPLY OF MILK FOR WAJIR, HABASWENI, MANDERA AND ELWAK OFFICE** and submitted **ONLINE** through the KPLC E-Procurement Portal found on the KPLC Website (www.kplc.co.ke) so as to be received on or before the date and time indicated on the KPLC Tendering Portal.

Yours faithfully,

THE KENYA POWER AND LIGHTING COMPANY PLC

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this tender may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for **180 days** from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this tender and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 10 below, through the KPLC E-Procurement Web Portal found on the KPLC Website (www.kpl.co.ke) before the deadline for submission. Late quotations will be rejected.

Date of Submission (deadline): as indicated on the KPLC Tendering Portal.

Time of Submission (deadline): as indicated on the KPLC Tendering Portal. (Kenya time).
5. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item (4) above, by at least three appointed officials of KPLC.
6. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: (i) Pin certificate (ii) certificate of registration, and (iii) valid tax compliance certificate. (iv) AGPO Certificate (where applicable). The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
7. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
8. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
9. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
10. **Alternative Quotations:** Tenderers **are not permitted** to submit alternative quotations for goods. Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by KPLC.
11. **Currency:** Quotations shall be priced in **Kenya Shillings (Ksh.)**. Quotations in other currencies will be rejected if not allowed. KPLC shall not allow quotations in foreign currency.
12. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
 - i) Preliminary examination to determine Tenderer eligibility: (i) Pin Certificate(ii) certificate of registration, and (iii) tax compliance certificate (iv) valid AGPO Certificate (where applicable) and CR12
 - ii) Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
 - iii) Financial comparison of quotations to determine the lowest evaluated quotation.
13. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
14. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
15. **Right to Reject:** KPLC reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

TENDER SUBMISSION CHECKLIST

No.	Item	Tick Where Provided
1	Duly completed Declaration Form	
2	Duly completed Form of tender	
	<i>a) Certificate of Independent Tender determination</i>	
	<i>b) Self-Declaration forms (Form SD1&SD2)</i>	
	<i>c) Declaration and Commitment to the code of Ethics</i>	
3	Copy of Company or Firm's Registration Certificate	
4	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers	
5	Copy of PIN Certificate	
6	Copy of Valid Tax Compliance Certificate	
7	Confidential Business Questionnaire (CBQ)	
8	Price Schedule(s)	
9	Schedule of requirements duly filled indicating items offered	
10	Capacity Declaration form (Form 3.1, 3.2 & 3.3)	
11	Any other document or item required by the Tender Document (The Tenderer shall specify such other documents or items it has submitted)	
12	AGPO Certificate where applicable.	
13	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document accompanied by valid Auditors / Audit Firm ICPAK practicing license. <i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i>	

***NOTES TO TENDERERS**

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

QUOTATION AND QUALIFICATION DOCUMENTS

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

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) CONFIDENTIAL BUSINESS QUESTIONNAIRE
- (v) SELF-DECLARATION FORM

SECTION I - SCHEDULE OF REQUIREMENTS

List of Goods and Delivery Schedule

[KPLC shall fill in this table, with the exception of the column "Tenderer's offered Delivery date" to be filled by the tenderer]

Tender No:

Tender Name:

No.	Location	Description	Quantity per month	UOM	Earliest Delivery Date /Period	Latest Delivery Date / Period
1.	Wajir, Habasweni, Mandera & Elwak	Supply of Milk for Wajir, Mandera and Elwak(<i>Long life Milk 500ml</i>)	805	Pkts	At the end of every month	As per Delivery Schedule

***NOTES:**

- 1) **All deliveries shall be made to respective Depots**
- 2) **The quantities given are maximum quantities. Deliveries shall be made on monthly basis for a period of one year as tabulated above.**
- 3) **It will be a one year contract**

***NOTES: -**

1. Tenderers shall, where applicable, indicate ready stocks and quantity if available.
2. The successful tenderer is required to pack the goods properly with such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Stamp or Seal of Tenderer

SECTION II - DELIVERY SCHEDULE

SUPPLY OF MILK FOR WAJIR, MANDERA AND ELWAK

TENDER NO. KP10/9A/RT/NER/04/25-26

All deliveries shall be made to the respective depots upon issuance of LPO

Part B – Delivery Schedule of Goods Required

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

Part C – Guaranteed Lead Time (GLT) for materials

No	Description	Qty	Unit of Measure	KPLC's Projected GLT (Total time from order to delivery)	Bidder's GLT (Total time from LPO to delivery)
1	Longlife Milk 500ml Pkt	805	Pkts	2days	

No	Depots & offices	Qty to be delivered Per Month
1	Mandera	322
2	Elwak	91
3	Wajir	300
4	Habasweni	92

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Stamp or Seal of Tenderer

SECTION III - PRICE SCHEDULE

PRICE SCHEDULE FOR SUPPLY OF MILK FOR WAJIR, HABASWENI, MANDERA AND ELWAK OFFICE

No	Description	Unit of measure	Quantity per Month	Unit price DDP VAT Exclusive (Kshs.)	Sub-total DDP VAT Exclusive (Kshs.)
1	Procurement of milk forWajir, Habasweni, Mandera and Elwak (<i>Long life Milk 500ml</i>)	Pkts	805		
Sub-total					
PPCBL 0.03%					
VAT					
Total Per Month					
Total per year (Kshs)VAT Inclusive					

Note: Delivery will be on monthly basis for a period of One Year in respective depots.

Name of tenderer----- Signature of tenderer ----- Date.....

NOTES

- 1. The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items of the Price Schedules shall coincide with the List of Goods specified by KPLC in the Schedule of Requirements. The quantities are estimated to cover the contract period.**
- 2. The offered unit price MUST be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded downwards to two decimal places and used for the purposes of this tender.**
- 3. The unit prices indicated on the KPLC tendering portal should be exclusive of VAT and the quoted price not be subject to change for the contract period.**
- 4. Bidders should use the prevailing VAT rate. However, prices entered in the KPLC-SRM tendering portal should be exclusive of VAT. In case of discrepancies between the price keyed in the SRM portal and those on this price schedule uploaded as an attachment, the latter shall prevail.**
- 5. Price quoted shall be inclusive of a 0.03% Public Procurement Capacity Building Levy Order, 2023 of the tender sum exclusive of VAT. The Levy shall be deducted from the suppliers payment during contract implementation and remitted to PPRA as stipulated in the Public Procurement Capacity Building Levy order 2023 effective for all tenders published after 1st September 2024**

The Bidder's grand totals should be the same as the tender sum indicated in the Tender Form and should be correctly computed.

SECTION IV – EVALUATION CRITERIA

a) MANDATORY REQUIREMENTS

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

1. Submit the Form of Quotation duly completed and Signed.
2. Submit the Form of Disclosure of interest duly completed and Signed
3. Submit Certificate of Independent Quotation Determination duly completed and Signed
4. Submit the Self-Declaration Form duly completed and signed.
5. Submit the Confidential Business Questionnaire duly completed and signed.
6. The validity period of the tender shall be **180 days** from the date of tender opening.
7. Submit Certificate of Incorporation/Registration Certificate
8. Submit Valid Tax Compliance Certificate
9. Submit CR12 form
10. PIN Certificate.
11. Copy of valid AGPO certificate (where applicable)

b) TECHNICAL REQUIREMENTS

1. Checking if the Schedule of requirements are duly filled, signed and stamped
2. Compliance to Delivery Schedule, Guaranteed lead time meets KPLC expected delivery schedule
3. Checking compliance to the Technical Specifications.

c) FINANCIAL REQUIREMENTS

1. Submit duly signed and stamped price schedule
2. Prices quoted shall be based on Delivery Duty Paid (DDP) terms and in Ksh.
3. Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document accompanied by valid Auditors / Audit Firm ICPAK practicing license. *(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).*

OTHER REQUIREMENTS.

1. Only main offers shall be considered. Alternative offers are not acceptable.
2. Save when responding to KPLC's request for clarification, bidders shall not contact or discuss any aspect of their tenders with KPLC after closing date & before receipt of notification of award of tenders or letters of regret as applicable. Any such contact could lead to disqualification of the tenders.
3. Award Criteria will be to the lowest evaluated bidder.

FORM OF QUOTATION [To be completed by Tenderer]

To:

The Kenya Power & Lighting Company Limited,
Thika Commercial Office,
General Kago Road,
P.O Box 202 – 00100,
Thika, Kenya.

Quotation Addressed to (Procuring Entity)	
Date of Quotation	
Quotation Reference Number:	
Name / Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated _____, referenced above, we offer to

(specify one of supply goods, complete the works or provide the services) to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings _____
(in words) _____

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the _____ *(goods to be supplied/works to be constructed/services to be provided (select one))* conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from **KPLC's Website** during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: _____ days from the time and date of the submission deadline *(number to be same as in the instructions to Tenderers)*.
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect, we have signed the “Certificate of Independent Quotation Determination” attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST-** interest of the firm in KPLC, attached below.

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

Quotation Authorized by:

Name and designation _____

Signature: _____

i) FORM FOR DISCLOSURE OF INTEREST - Interest of the Firm in KPLC.

i) Are there any person/persons in (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in KPLC	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of KPLC regarding this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6	Tenderer would be providing goods, work, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of KPLC who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of KPLC who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to KPLC throughout the quotation process and execution of the Contract?		

iii) Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the _____
KPLC _____ [Name of Procuring Entity] for: _____
_____ [Name and number of quotation] in response to the request for tenders
made by: _____ [Name of Tenderer] do hereby make the following
statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a quotation in response to this request for quotations;
 - b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a quotation; or
 - d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____

Date _____

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

iii) SELF-DECLARATION FORM

Date _____

To:

The Kenya Power & Lighting Company Plc,
P.O Box 202 – 00100,
Thika Commercial Office
Thika,
KENYA.

We, the Tenderer _____ (*insert name*) submitting our Quotation in respect of Quotation No _____ for _____ (*insert quotation Title Description*) for _____ (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

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

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
 - i) the tender for the above Quotation;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of (*name of KPLC*);
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

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

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

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

Title of the person signing the Quotation: [*Insert complete title of the person signing the quotation*]

Signature of the person named above: [*Insert signature of person whose name and capacity are shown above*]

(iv) 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. Tenderers are advised that it is a serious offence to give false information on this form.

<p>Part 1 – General</p> <p>Business Name.....</p> <p>Location of business premises.....</p> <p>Plot No.Street/ Road</p> <p>Postal Address Postal Code</p> <p>Tel No.....</p> <p>Facsimile.....</p> <p>Mobile and CDMA No.....</p> <p>E-mail:.....</p> <p>Nature of your business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any time KSh.....</p> <p>Name of your BankersBranch... ..</p> <p>*Names of Tenderer’s contact person(s)</p> <p>Designation/ capacity of the Tenderer’s contact person(s)</p> <p>Address, Tel, Fax and E-mail of the Tenderer’s contact person(s)</p> <p>.....</p> <p>.....</p>									
<p>Part 2 (a) Sole Proprietor</p> <p>Your name in full</p> <p>NationalityCountry of origin</p>									
<p>Part 2 (b) Partnership</p> <p>Give details of partners as follows: -</p> <table><thead><tr><th>Names</th><th>Nationality</th><th>Shares (%)</th></tr></thead><tbody><tr><td>1.....</td><td></td><td></td></tr><tr><td>2.....</td><td></td><td></td></tr></tbody></table>	Names	Nationality	Shares (%)	1.....			2.....		
Names	Nationality	Shares (%)							
1.....									
2.....									

3.....

4.....

5.....

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

*Nominal in KSh.

*Total Issued KSh.

Give details of all directors as follows

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

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

PART 2: TECHNICAL SPECIFICATIONS

Tender No:

Tender Name:

TECHNICAL SPECIFICATION

- i) **Tenderer to complete Column “D” indicating YES or NO and if NO indicate the specification of the offered item**

Item	Descriptions of Goods	Technical Specifications	Conformity with technical Specification(to be filled by tenderer)
1	A		
	Procurement of of milk for Wajir, Habasweni, Mandera and Elwak	Long life milk 500ML	
		Delivery to be made on Monthly Basis	
		Quantities offered are maximum quantities	

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete the table

Item	Description of Goods	Unit of Measure	Quantity	Delivery Location	Expected Delivery Period	Tenderer's offered Delivery Period
1	Supply of Milk for Wajir, Habasweni, Mandera & Elwak office (long life milk 500ml)	Pkts	805	Wajir, Habasweni Mandera & Elwak	2 DAYS	

Signature: _____
And seal/Stamp

Name: _____

Position: _____

Authorised for and on behalf of (*specify name of tenderer*) _____

Date _____

PART 3: CONTRACT

CONTRACT AGREEMENT

(1) THIS CONTRACT AGREEMENT is made _____ (specify date).

Between _____
[Insert complete name of Procuring Entity], and having its principal place of
Business at _____
[Insert address of Procuring Entity] and _____
[Insert name of Supplier, or contractor or service provider], and having its principal place of business at _____
[Insert address of Supplier, contractor or service provider].

(2) WHEREAS KPLC invited quotations for the Supply of Goods/works/services (select one) described in Table B, i.e. _____ [insert brief description of Goods, works and Services] and has accepted a Quotation by the Tenderer in the sum of _____ [insert Contract Price in words and figures] (hereinafter called “the Contract Price”).

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

- 1. This Contract Agreement includes the following documents:
 - (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
 - (b) Table B. QUOTATIONSUBMISSION TABLE
 - (c) FORM OF QUOTATION
 - (d) Conditions of Contract
- 2. In consideration of the payments to be made by KPLC to the *Supplier* as hereinafter mentioned, the *Supplier* hereby covenants with KPLC to provide the Distilled Water and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3. KPLC hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of KPLC

Signed: _____
[insert signature]
in the capacity of _____
[insert title or other appropriate designation]

in the presence of _____
[insert identification of official witness]

For and on behalf of the Supplier

Signed: _____
[insert signature of authorized representative(s) of the Supplier]
in the capacity of _____
[insert title or other appropriate designation]
in the presence of _____
[insert identification of official witness]

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and KPLC, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

KPLC and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either KPLC or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (*select one*):

- (i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by KPLC.
- (ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by KPLC, payments up to final completion certificate.
- (iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by KPLC, payments up to final completion certificate

9. Inspections and Tests

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to KPLC carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

SECTION VI – 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.	8. Terms of Payment	<i>Payment should be thirty (30) days after submission of invoice and all requisite documents.</i>

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM NO. 8 - BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification

no] Name of the Assignment: _____ [insert name of the assignment] to: _____
_____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish

additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer”

Name of the Tenderer:[insert complete name of the Tenderer]*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]