



Kenya Power

**TENDER NO KP1/9A.1A/OT/008/18-19
FOR PREQUALIFICATION OF COMMERCIAL HELICOPTER OPERATORS
FOR HIRING**

DATE OF TENDER DOCUMENT MARCH, 2019

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

TENDER DOCUMENT FOR PREQUALIFICATION

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SECTION I - INVITATION FOR PREQUALIFICATION OF COMMERCIAL HELICOPTER OPERATORS FOR HIRING

DATE: MARCH, 2019

KP1/9A.1A/OT/008/18-19 FOR PREQUALIFICATION OF COMMERCIAL HELICOPTER OPERATORS FOR HIRING

1.1 Introduction.

The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible tenderers for prequalification of commercial helicopter operators for hiring. Interested eligible tenderers may obtain further information from the Chief Manager, Supply Chain & Logistics, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

1.2 Obtaining tender documents.

1.2.1 Tender documents detailing the requirements may be obtained from the KPLC E-Procurement Portal .

1.2.2 Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge.

1.3 Submission of Tender documents

Completed Tenders are to be submitted in electronic format on the KPLC's E-procurement portal on the due date and time published on the portal. Tenderers are required to visit the portal from time to time for revised closing dates and addendums. The Tender is to be submitted **ONLINE** on or before the submission date and time indicated on the **KPLC tendering portal**.

1.4 Prices

Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for one hundred and eighty (180) days from the closing date of the tender.

Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT.

1.5 Opening of submitted Tenders
Tenders will be opened promptly thereafter.

1.6 Pre-bid meeting
There will be no pre-bid meeting.

SECTION II – TENDER SUBMISSION CHECKLIST

Tender Submission Format

Bidders are advised to clearly label their documents while uploading on the portal.

No.	Item	Tick Where Provided
2.1	Copy of Company or Firm's Registration Certificate	
2.2	Copy of PIN Certificate.	
2.3	Copy of Valid Tax Compliance Certificate	
2.4	Copy of relevant business permit/ council business license	
2.5	Statement of the Tenderer Form duly filled complete with copies of rent lease agreements and receipts for payment of rent for the last 3 months	
2.6	Confidential Business Questionnaire	
2.7	Copy of the Certificate of Confirmation of Directors and Shareholding (CR12)	
2.8	Declaration Form(s) duly completed and signed.	
2.9	Tender Form duly completed, signed and that the Tender is valid for the period required.	
2.10	Copy of a valid registration certificate issued by the registrar of companies	
2.11	Copy of a valid registration certificate for each helicopter issued by Kenya Civil Aviation Authority	
2.12	Experience Record Form dully filled complete with copies of commendation letters from previous customers	
2.13	Copy of Audited accounts of the company for the last three financial years (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).	
2.14	Evidence of helicopter ownership documents.	
2.15	Copy of Safety program, policies and work practices	
2.16	Insurance cover for each helicopter	
2.17	Certificate of air worthiness given by KCAA	

***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).

3. Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance and PIN certificates OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the Tenderer's country of origin.

SECTION III – INSTRUCTION TO TENDERERS

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the start date specified on the KPLC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *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.*
- h) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *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.*

- m) *KPLC's "authorised person" shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*
- n) *Citizen contractors-a firm shall be qualified as a citizen contractor if its owners and shareholders are Kenyan citizens*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

3.2 Eligibility for Pre-Qualification

3.2.1 A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria—

- (a) the tenderer has the legal capacity to enter into a contract for procurement or asset disposal;
- (b) the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up;
- (c) the tenderer, if a member of a regulated profession, has satisfied all the professional requirements;
- (d) the tenderer and his or her sub-contractor, if any, is not debarred;
- (e) the tenderer has fulfilled tax obligations;
- (f) the tenderer has not been convicted of corrupt or fraudulent practices;
- and
- (g) is not guilty of any serious violation of fair employment laws and practices.

In addition, this Invitation to Tender is open to all Tenderers eligible as described in the

Appendix to Instructions to Tenderers.

Successful Tenderers shall offer the service in accordance with this tender and the ensuing contract.

3.2.2 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.1 above.

3.2.5 Despite the provisions of section 3.2.3 and 3.2.4, a tenderer having a substantial or controlling interest shall be eligible to bid where—

- (a) such tenderer has declared any conflict of interest; and
 - (b) performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.
- 3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.3 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.
- 3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.
- 3.2.8 Tenderers shall not be under declarations as prescribed at Section VII
- 3.2.9 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section VII.
- 3.2.10 Those that are under the Declaration as prescribed at Section VII whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Post – Qualification

- 3.3.1 KPLC will from time to time issue tenders for the actual supply of services.
- 3.3.2 Only successful identified pre-qualified Tenderers who are in KPLC’s Standing List may be invited to tender for future contracts to provide services.
- 3.3.3 The tenders for future contracts to be issued will be over a period as prescribed in the Appendix to Instructions to Tenderers from the date of appointment or as otherwise may be extended. After this period KPLC may conduct another pre-qualification for the services.

3.4 Fresh Pre-Qualification

- 3.4.1 At the end of the pre-qualification period, KPLC may conduct another pre-qualification process at which the existing Standing List will automatically expire.
- 3.4.2 At the fresh pre-qualification, all pre-qualified Tenderers in the Standing List shall be required to re-apply if they so wish to be in the new Standing List.

3.5 Cost of Tendering

- 3.5.1 The Tenderers 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.
- 3.5.2 The Tender Document shall be issued free of charge.

3.6 Contents of the Prequalification Document

- 3.6.1 The Prequalification Document includes the documents listed below and Addendum (where applicable):-
- a) *Invitation for prequalification (ifpq)*
 - b) *Tender submission checklist*
 - c) *Instructions to Tenderers*
 - d) *Appendix to Instructions to Tenderers*
 - e) *Evaluation criteria*
 - f) *Tender Form*
 - g) *Confidential business questionnaire Form*
 - h) *Declaration form*
 - i) *Statement of the Tenderer Form*
 - j) *Financial Status of Tenderer Form*
 - k) *Experience Record of Tenderer Form*
 - l) *Experience of Tender's personnel Form*
 - m) *Performance Security(Bank guarantee) Form*
- 3.6.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
- 3.6.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as "Private and Confidential".

3.7 Clarification of Documents

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

3.8 Amendment of Documents

- 3.8.1 At any time prior to the deadline for submission of Tenders, KPLC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.
- 3.8.2 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.
- 3.8.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPLC, at its discretion, may extend the deadline for the submission of Tenders.

3.9 Language of Tender

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

3.10 Documents Comprising the Tender

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

- a) *Tender Form completed in accordance with paragraphs 3.11 below.*
- b) *Documentary evidence established in accordance with paragraph 3.12 that the Tenderer is eligible and qualified to tender.*

3.11 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief

description of the services, quantity (where applicable), and prices amongst other information required.

3.12 Tenderer's Eligibility and Qualifications

3.12.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tender's eligibility to tender and its qualifications to be pre-qualified.

3.12.2 The documentary evidence of the Tenderer's eligibility to tender shall establish to KPLC's satisfaction that the Tenderer, at the time of submission of its Tender, is eligible Tenderer as defined under paragraph 3.2. The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –

- a) *that the Tenderer will have the financial capability necessary to perform the contract. The Tenderer's work & Integrity test will equally be considered. The Tenderer shall be required to provide -*
 - (i.) *Audited Financial Statements (Audited Accounts) that have been reported in the last three (3) financial years from the date of the tender document. The Statements must be stamped and signed. The Auditors must be currently registered as practicing by ICPAK. (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).*
 - (ii.) *Certified copies of bank statements covering a period of at least six (6) 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.*
 - (iii) *A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.*
 - (vii) *Insurance covers. Provide documentary evidence of having the following Valid insurance covers relevant in aviation industry;-*
- b) *that the Tenderer has the technical and management capability necessary to perform the contract. These are as per the Tender and include:-*

- (i.) *documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.*
- (ii) *A list of Names and ranks of employees together with the assigned responsibilities. Employment records including contracts of employment and Curriculum Vitae for all key personnel should be submitted for consideration.*
- (iii) *List and evidence of ownership of helicopters.*
- (iv) *documents showing an established safety program, policies and work practices*
- c) *that the Tenderer is:*
 - (i) *duly classified and currently registered by registrar of companies*
 - (ii) *information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount.*

3.13 Validity of Tenders

3.13.1 Tenders shall remain valid for one hundred and eighty (180) days after the date of tender opening as specified in the Invitation for Pre-qualification or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.14. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.

3.13.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.14 Deadline for Submission of Tenders

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

3.14.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.8, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.15 Modification and Withdrawal of Tenders

3.15.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.

- 3.15.2 No Tender may be modified after the deadline for submission of Tenders.
- 3.15.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where KPLC extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KPLC extends the initial validity period.

3.16 Opening of Tenders

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

3.17 Process to be Confidential

- 3.17.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.17.2 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.18 Clarification of Tenders and Contacting KPLC

- 3.18.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the substance of the Tender shall be sought, offered, or permitted.
- 3.18.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such

writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.

- 3.18.3 Save as is provided in this paragraph and paragraph 3.17 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the contract is awarded.
- 3.18.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender

3.19 Inspection

- 3.19.1 KPLC or its representative(s) shall have the right to inspect the Tenderer's capacity, equipment, premises, and to confirm their conformity to the pre-qualification requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection.
- 3.19.2 KPLC shall meet its own costs of the inspection. Where conducted on the premises of the Tenderer (s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to KPLC.
- 3.19.3 Inspection Report shall be completed upon conclusion of the inspection. This Report will be considered at time of evaluation and or approval as pre-qualified.

3.20 Preliminary Tender Evaluation

- 3.20.1 Prior to the detailed Technical, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.20.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the Section IV Evaluation Criteria.
- 3.20.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.21 Minor Deviations, Errors or Oversights

- 3.21.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.
- 3.21.2 Such minor deviation -

- 3.29.2.1 shall be quantified to the extent possible,*
- 3.29.2.2 shall be taken into account in the evaluation process, and,*
- 3.29.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.*

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

3.22 Technical Evaluation of Tenders

KPLC will evaluate and compare the Tenders that have been determined to be substantially responsive in compliance to the Technical requirements set out in the Tender Document.

3.23 Tender Evaluation Period

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

3.24 Debarment of a Tenderer

A Tenderer who gives false information in the Tender about its eligibility or qualification shall be considered for debarment from participating in future public procurement.

3.25 Confirmation of Qualification for Award

3.25.1 KPLC shall confirm to its satisfaction whether the Tenderers that are selected as having submitted compliant tenders are qualified to perform the contract satisfactorily.

3.25.2 The confirmation will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as KPLC deems necessary and appropriate. This shall include inspection and audits of the tenderer's premises and facilities.

3.25.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender.

3.26 Approval of Pre-qualification

- 3.26.1 The approval of pre-qualification will be either pass or fail as per the evaluation criteria
- 3.26.2 Approval shall be for all Tenderers who meet the prequalification requirements as prescribed in the evaluation criteria.
- 3.26.3 KPLC shall invite tenderers who have been pre-qualified, to perform the works subject to applicable rates and thresholds.

3.27 Termination of Procurement Proceedings

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

3.28 Notification of Appointment

- 3.28.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer(s) in writing that its Tender has been approved.
- 3.28.2 The notification of appointment shall not constitute the formation of the contract.
- 3.28.3 Simultaneously, on issuance of Notification of Appointment to the successful Tenderer (s), KPLC shall notify each unsuccessful Tenderer.

3.29 Acceptance of Pre-qualification

- 3.29.1 At the same time as KPLC notifies the approved Tenderer that its Tender has been approved, KPLC will send the Tenderer a copy of the Notification of Appointment together with any other necessary documents incorporating all agreements between the Parties.
- 3.29.2 Within seven (7) days of the date of notification of appointment, the successful Tenderer (s) shall sign and stamp (where applicable) the copy of notification of appointment and all other documents, if any, and return them to KPLC.
- 3.29.3 Failure of the successful Tenderer (s) to sign and return the copy of the Notification of Appointment, the Appointment shall stand nullified.

3.30 Monopolies and Restrictive Trade Practices

3.30.1 Agreements between undertakings, decisions by associations of undertakings, decisions by undertakings or concerted practices by undertakings which have as their object or effect the prevention, distortion or lessening of competition in trade in the services tendered for are prohibited.

3.30.2 An agreement or a concerted practice of the nature prohibited above shall be deemed to exist between two or more undertakings if-

- a. Any one of the undertakings owns a significant interest in the other or has at least one director or one substantial shareholder in common; or
- b. Any combination of the undertakings engages in any of the below practices;
 - i. Directly or indirectly fixing purchase or selling prices or any other trading conditions, and/or
 - ii. Collusive tendering.

3.30.3 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy

of certificate of Confirmation of Directorships and Shareholding 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. Kenya Power reserves the right to subject the certificate to authentication

3.31 Corrupt or Fraudulent Practices

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

- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution;*
- b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*

- 3.31.2 KPLC will reject a tender if it determines that the Tenderer recommended for approval has engaged in corrupt or fraudulent practices in competing for the pre-qualification.
- 3.31.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.32 Performance Security

- 3.32.1 Within seven (7) days of the date of notification of prequalification from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 3.32.2 The Performance Security shall be denominated in Kenya Shillings. Performance Security in form of a Bank Guarantee shall be from a commercial bank licensed by the Central Bank of Kenya.
- 3.32.3 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

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.	ITC Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	<i>Only limited liability companies registered in Kenya are eligible to apply.</i>
2.	3.3.2 Prequalification period	<i>Two years</i>
3.	3.3.3 Performance Bond	<i>The performance bond shall be 10% of the awarded contract where necessary</i>

**SECTION IV – RATES SCHEDULE FOR HIRING OF COMMERCIAL
HELICOPTER OPERATORS**

Please complete the table below accordingly

S/NO	TYPE/ MODEL OF HELICOPTER	RATES PER HOUR IN USD	LANDING CHARGES (RATES PER LANDING)	NAVIGATION CHARGES (RATES PER FLIGHT)	ANY TAXES OR OTHER CHARGES AND THEIR COSTS	TOTAL RATES
1.						
2.						
3.						
4.						

NB

Please indicate if there are any taxes or other charges and their costs.

Date:

Tender Number and Name:

To:

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

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide(*insert services description*) for the sum of.....(*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer

Name and Designation of authorised person signing the Tender

Signature of authorised person signing the Tender

Stamp of Tenderer

SECTION V - EVALUATION CRITERIA

4.1 Preliminary Evaluation Criteria under Paragraph 3.20 of the ITT. These are mandatory requirements

No.	Item	Tick Where Provided
4.1.1	Copy of Company or Firm's Registration Certificate	
4.1.2	Copy of PIN Certificate.	
4.1.3	Copy of Valid Tax Compliance Certificate	
4.1.4	Copy of relevant business permit/ council business license	
4.1.5	Statement of the Tenderer Form duly filled complete with copies of rent lease agreements and receipts for payment of rent for the last 3 months	
4.1.6	Confidential Business Questionnaire	
4.1.7	Copy of the Certificate of Confirmation of Directors and Shareholding (CR12)	
4.1.8	Declaration Form(s) duly completed and signed.	
4.1.9	Tender Form duly completed, signed and that the Tender is valid for the period required.	
4.1.10	Copy of a valid registration certificate issued by the registrar of companies	
4.1.11	Copy of a valid registration certificate for each helicopter issued by Kenya Civil Aviation Authority	
4.1.12	Experience Record Form dully filled complete with copies of commendation letters from previous customers	
4.1.13	Copy of Audited accounts of the company for the last three financial years (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).	
4.1.14	Evidence of helicopter ownership documents.	
4.1.15	Copy of Safety program, policies and work practices	
4.1.16	Insurance cover for each helicopter	
4.1.17	Certificate of air worthiness given by KCAA	

Tenders will proceed to the Technical Evaluation Stage only if they qualify in full compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.20.

4.2 Technical Evaluation Criteria under Paragraph 3.22 of the ITT. These are mandatory requirements

Sr. No.	Criteria	KPLC Requirement & Scores	Bidder's Response Marks
4.2.1	a) Type and model of helicopters b) Helicopter ability to conduct power line aerial inspection c) Helicopter ability to conduct transmission live-line work d) Availability schedule e) Fuel availability in different parts of the country f) Ground handling and dispatch g) Rate of lease per flight hour, navigation charges and landing charges. h) Availability of safety management systems manual i) Certificate of air worthiness given by KCAA	a) Maximum marks are 10. b) Maximum marks are 8. c) Maximum marks are 8. d) Maximum marks are 7. e) Maximum marks are 5. f) Maximum marks are 5. g) Maximum marks are 5. h) Maximum marks are 5. i) Maximum marks are 5.	
4.2.2	a) List of pilots with commercial pilot's license b) Qualified and experienced maintenance staff c) Ground handling and dispatch staff d) Safety staff e) Flight operations staff	a) Maximum marks are 10. b) Maximum marks are 10. c) Maximum marks are 8. d) Maximum marks are 7. e) Maximum marks are 7.	
	TOTAL	100	

Tenderers who score above 75 marks and above in the Technical evaluation stage will be prequalified.

SECTION VI - TENDER FORM

Date: -----

Tender No. -----

The Managing Director
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 all of the pre-qualification information provided in the Prequalification Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, hereby apply to be prequalified by yourselves as a potential bidder for the services as indicated in the Tender document.
2. We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Prequalification Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. This application, together with your written appointment thereof, shall not constitute a contract between us nor commit KPLC to any actual tender or amount of contract.
4. We understand that you are not bound to accept any application you may receive.
5. We declare that the statements made and the information provided in our prequalification tender document are complete, true, and correct in every detail.

Yours sincerely,

Name of Tenderer

Name and Capacity of authorised person signing the Application

Signature of authorised person signing the Tender

Stamp or Seal of Tenderer

NOTES:-

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

SECTION VII – CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1, 2 (d) 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.

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Facsimile.....

Mobile and CDMA No.....

E-mail:.....

Nature of your business

Registration Certificate No.....

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

Name of your BankersBranch... ..

*Names of Tenderer’s contact person(s)

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

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

.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

Part 2 (b) Partnership

Give details of partners as follows: -

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.....		

Part 2 (d) List of Associated Companies Participating in this Tender

Give details as follows: -

Name of Company	Country of Registration	Directors	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 TENDERER 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 Tenderer s. **Failure to provide all the information requested shall lead to the Tenderer's disqualification.***

SECTION VIII – DECLARATION FORM

Date _____

To:

The Kenya Power & Lighting Company Limited,
P.O Box 30099 – 00100,
Stima Plaza, Kolobot Road, Parklands,
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 and 3.33 of ITT (Eligible Tenderer s) of the Instruction to Tenderers.
- 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 Tenderers participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION IX – STATEMENT OF THE TENDERER FORM

1 Name of Tenderer _____

2 Address _____

3 Legal Status _____

4 Registered Office _____

5 Date of Registration _____
(attach a copy certificate of registration)

6 Detailed description of physical address of the office (Town, Road/street name,
bulding & office) (attach copies of the office lease agreement and rent receipts)

7 DIRECTORS (attach the *Certificate of Confirmation of Directors and Shareholding*)

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION X - FINANCIAL STATUS OF TENDERER FORM

FINANCIAL STATUS OF TENDERER

1. Name of Tenderer _____

REMARKS:

Submit of Copies of Audited accounts of the company for the last three financial years (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)

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XI - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

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

WHEREAS.....(hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Supplier’s date of Tender taken from the Tender Form*) to supply(*description of the services*) (hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier a guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
(*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20....

EITHER

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

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

OR

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

 Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the Bank

 Signature(s) of the duly authorised person(s)

NOTES TO SUPPLIERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*

2. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no*

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

- 3. *The issuing Bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”***