



**PRE-QUALIFICATION TENDER NO:
KP5A/9A/PT/01-13/14
FOR REPAIR & SERVICING OF MOTOR VEHICLES,
MOTOR CYCLES & PLANT IN CENTRAL RIFT.**

MAY 2014

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

(TENDER DOCUMENT FOR PREQUALIFICATION FOR SERVICES)

Electricity House, Moi Road, Nakuru

P.O. Box 104-20100

Nakuru, Kenya

TEL.NO. 254-51-2211594-7

FAX NO. 254-51-2245344

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SECTION I - INVITATION FOR PREQUALIFICATION (IFPQ)

MAY 2014

TENDER –KP5A/9A/PT/01-13/14- TENDER FOR REPAIR & SERVICING OF MOTOR VEHICLES, MOTOR CYCLES & PLANT.

- 1.1 Kenya Power (KP) intends to pre-qualify eligible Candidates for Tender for Repair & servicing of motor vehicles, motor cycle & plant. Eligible Candidates may obtain further information from the Chief Manager, Supplies, Stores and Transport, Kenya Power at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.
- 1.2 Prospective bidders may download the tender document from KPLC's website (www.kenyapower.co.ke) free of charge from 30th May 2014.
- 1.3 Completed Pre-qualification Tenders are to be enclosed in plain sealed envelopes marked **KP5A/9A/PT/01-13/14** for Tender for Repairs and servicing of motor vehicles, Motor cycles & plant and be deposited in the Tender Box located at Kenya Power premises, Electricity House, Ground Floor, Moi Road, Nakuru, Kenya so as to be received on or before **(12/06/2014)** Thursday at **10.00am**.
- 1.4 Prequalification Tenders will be opened promptly thereafter in the presence of the Candidates or their representatives who choose to attend in KP Demonstration Center at Electricity House, Ground Floor, Moi Road, Nakuru.
- 1.5 All Candidates whose applications will have been received before the closing date and time will be advised in due course, of the results of their applications. Only Candidates pre-qualified under this prequalification process will be invited to tender.

SECTION II - TENDER SUBMISSION CHECKLIST

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

No.	Item	Tick Where Provided
1	Letter of Application.	
2	Confidential Business Questionnaire (CBQ)	
3	Copy of VAT Registration Certificate	
4	Copy of Company or Firm's Certificate of Incorporation	
5	Copy of Pin Certificate	
6	Reference Letters from Local Corporations/International /Reputable Organizations	
7	Copies of Relevant Purchase/Service Orders	
8	<p>Financial Statements. The audited financial statements required must be those that are reported within fifteen (15) calendar months of the date of the prequalification document.</p> <p><i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Prequalification Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the prequalification document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i></p> <p>OR</p> <p>Certified copies of bank statements covering a period of at least six months prior to the date of the prequalification document.</p>	
9	Any other document or item required by the Prequalification Document. (The Candidate shall specify such other documents or items it has submitted)	

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SECTION III - INSTRUCTIONS TO CANDIDATES

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 thereunder.*
- b) *“Date of Tender Document” shall begin with the first day and end on the last day of the month appearing on the cover page of the Prequalification document.*
- 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) *“PPOA” wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.*
- f) *Reference to “the tender” or the “Tender Document” or the Pre-qualification 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.*
- g) *“The Procuring Entity” means Kenya Power or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KP).*
- h) *“The Candidate” means the person(s) submitting its application for the pre-qualification for the supply, installation and commissioning (where applicable) of the goods, equipment and ancillary services in response to the Invitation for Pre-qualification.*
- i) *Where there are two or more persons included in the expression the “Candidate”, any act of default or omission by the Candidate shall be deemed to be an act, default or omission by any one or more of such persons.*
- j) *words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- k) *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 “Candidate” the covenants, agreements and obligations expressed to be made or performed by the Candidate shall be deemed to be made or performed by such persons jointly and severally.*

3.1.2 DESCRIPTION OF KENYA POWER AND OUR CORE BUSINESS.

Our Company- “Lighting Up Your World”

- 3.1.3 Kenya Power (KP) is a limited liability company registered under the Companies Act, Chapter 486 of the Laws of Kenya. It was incorporated in 1922 as the East African Power & Lighting Company Limited. KP was listed on the Nairobi Stock Exchange (NSE) in 1954. The Company changed to its present name in 1983.
- 3.1.4 Our shareholders include the Government of Kenya (GoK), institutional investors and individual shareholders. KP is a public company with GoK holding the largest block of shares. We are subject to the State Corporations Act, Chapter 442 of the laws of Kenya and the laws governing procurement by public bodies, mainly the Public Procurement and Disposal Act, 2005 and the Regulations made thereunder.
- 3.1.5 Our Vision is “To provide world class power that delights our customers.”
- 3.1.6 Our Mission is “Powering people for better lives”
- 3.1.7 Our Core Business is to provide electrical energy and related customer services throughout Kenya.
- 3.1.8 Our Core Values were developed to support the Company’s purpose of powering the Nation to grow from our efforts. These include: -
- a) Customer First
 - b) One Team
 - c) Passion
 - d) Integrity
 - e) Excellence

3.2 Description of the Goods/Services for Pre-qualification

KP intends to pre-qualify Suppliers for goods, equipment and ancillary materials thereto. The details of the description are provided at Section IV Detailed Description of Items.

3.3 Eligibility for Pre-Qualification

- 3.3.1 This Prequalification is open to Suppliers and Agents with outlets in the various Kenya Power & Lighting Company Ltd branches of Central Rift region as listed in ‘Appendix II.’
- 3.3.2 KP’s employees, committee members, board members and their relatives (spouse(s) and children) are not eligible to participate in the tender.
- 3.3.3 Candidates shall provide the qualification information statement that the Candidate (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which may be or have been engaged by KP to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under the ensuing tender.

- 3.3.4 Candidates shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

3.4 Post – Qualification

- 3.4.1 Kenya Power will from time to time issue tenders for the actual supply of the goods, equipment and ancillary services.
- 3.4.2 Only successful identified pre-qualified candidates who are in KP's Standing List may be invited to tender for future contracts to supply the goods, equipment and ancillary services.
- 3.4.3 The tenders for future contracts to be issued will be over a period as prescribed in the Appendix to Instructions to Candidates from the date of appointment or as otherwise may be extended. After this period KP may conduct another pre-qualification for the goods, works and services.

3.5 Fresh Pre-Qualification

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

3.6 Cost of Tendering

- 3.6.1 The Candidate shall bear all costs associated with the preparation and submission of its Tender, and Kenya Power will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.6.2 The Prequalification Document shall be free of charge.

3.7 Contents of the Prequalification Document

- 3.7.1 The Prequalification Document comprises the documents listed below and Addendum (where applicable) issued in accordance with clause 3.7 of these Instructions to Candidates: -
- a) *Invitation for Prequalification*
 - b) *Tender Submission Checklist*
 - c) *Instructions to Candidates*
 - d) *Appendix to Instructions to Candidates*
 - e) *Description of Goods/Services for pre-qualification.*
 - g) *Summary of the Evaluation Process*
 - j) *Letter of application.*
 - k) *Confidential Business Questionnaire Form*
 - m) *Manufacturer's Authorization Form*
 - n) *Notification of pre-qualification.*
 - q) *Technical Specifications*
 - (i) *General Requirements*

(ii.) *Detailed Technical Specifications.*

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

3.8 Clarification of Documents

- 3.8.1 A prospective Candidate requiring any clarification of the Prequalification Document may notify the Procurement Manager in writing or by post at KP's address indicated in the Invitation for Prequalification. KP will respond in writing to any request for clarification of the Prequalification documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by Kenya Power. Written copies of Kenya Power's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Candidates that have duly received the Tender Document.
- 3.8.2 Kenya Power shall reply to any clarifications sought by the Candidate within three (3) days of receiving the request to enable the Candidate make timely submission of its Tender.
- 3.8.3 If a prospective Candidate sends an inquiry after the stated days or the inquiry is received by Kenya Power after the stated days, Kenya Power shall have the option of responding to the inquiry and extension of the date of submission of tenders or ignoring it.

3.9 Amendment of Documents

- 3.9.1 At any time prior to the deadline for submission of Tenders, Kenya Power, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Candidate, may modify the tender documents by amendment.
- 3.9.2 All prospective Candidates that have received the Prequalification documents will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) in writing and will be binding on them.
- 3.9.3 In order to allow prospective Candidates reasonable time in which to take the amendment into account in preparing their Tenders, Kenya Power, at its discretion, may extend the deadline for the submission of Tenders.

3.10 Language of Tender

The Tender prepared by the Candidate, as well as all correspondence and documents relating to the tender, exchanged between the Candidate and Kenya Power, shall be written in English language, provided that any printed literature furnished by the Candidate 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 Candidate's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Candidate's stamp.

3.11 Documents Comprising the Tender

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

- a) *Letter of Application 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 Candidate is eligible and qualified to tender.*

3.12 Letter of Application

The Candidate shall complete the Letter of Application and all other documents furnished in the Prequalification Document attaching all documents required noting to include originals where necessary. The Candidate should also indicate the items they can tender for and their country of origin if pre-qualified, amongst other information required.

3.13 Candidate's Eligibility and Qualifications

- 3.13.1 Pursuant to paragraph 3.2, the Candidate shall furnish, as part of its Tender, documents establishing the Candidate's eligibility to tender and its qualifications to be pre-qualified.
- 3.13.2 The documentary evidence of the Candidate's eligibility to tender shall establish to KP's satisfaction that the Candidate, at the time of submission of its Tender, is eligible Candidate as defined under paragraph 3.2.
- 3.13.3 The documentary evidence of the Candidate's qualifications to be pre-qualified if its Tender is accepted shall be established to Kenya Power's satisfaction –
 - a) *where applicable, in the case of a Candidate offering to supply goods, equipment and ancillary services upon pre-qualification which the Candidate does not manufacture or otherwise produce, the Candidate has been duly authorized by the goods' manufacturer or producer to supply the goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document*
 - b) *that the Candidate observes financial discipline by operating distinct accounts for the business. The Candidate shall be required to provide the documents as specified in the Appendix to Instructions to Candidates.*
 - c) *where applicable, that the Candidate has the technical and production capability necessary to produce the items upon pre-qualification.*
 - d) *that the Candidate has the capability necessary to supply the items if and when the candidate becomes the successful tenderer upon actual award of a subsequent tender.*

3.14 Validity of Tenders

- 3.14.1 Tenders shall remain valid for one hundred and twenty (120) days after the date of tender opening as specified in the Invitation for Pre-qualification or as otherwise may be prescribed by Kenya Power, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by Kenya Power as non-responsive.
- 3.14.2 In exceptional circumstances, Kenya Power may extend the Tender validity period. The extension shall be made in writing. A Candidate shall not be required nor permitted to modify its tender during the extended period.

3.15 Number of Sets of and Tender Format

- 3.15.1 The Candidate shall prepare two complete sets of its Tender, identifying and clearly marking the “ORIGINAL TENDER” and “COPY OF TENDER” as appropriate. Each set shall be properly bound. The copy shall be a replica of the Original. The copy will be deemed to contain the same information as the Original.
- 3.15.2 Notwithstanding the contents of sub-paragraph 3.19.1, where there is any discrepancy between the Original and the Copy of the Candidate’s documents, the Original shall govern.
- 3.15.3 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.
- 3.15.4 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Format.
- 3.15.6 Any Tender not prepared and signed in accordance with this paragraph, may be rejected by Kenya Power as non-responsive, pursuant to paragraph 3.28.

3.16 Preparation and Signing of the Tender

- 3.16.1 The Original and the copy of the Tender shall be typed or written in indelible ink. They shall be signed by the Candidate or a person or persons duly authorized to bind the Candidate.
- 3.16.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
 - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*
- In either case above, the Power of Attorney shall accompany the Tender.
- 3.16.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.16.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Candidate, in which case such corrections shall be initialled by the person or persons signing the Tender.

- 3.16.5 Kenya Power will assume no responsibility whatsoever for the Candidate's failure to comply with or observe the entire contents of this paragraph 3.21.
- 3.16.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by Kenya Power as non-responsive, pursuant to paragraph 3.28.

3.17 Sealing and Outer Marking of Tenders

- 3.17.1 The Candidate shall seal the Original and the copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL" and "COPY OF TENDER". The envelopes or packages shall then be sealed in outer envelopes or packages.
- 3.17.2 The inner and outer envelopes or packages shall -
- a) *be addressed to KP at the following address,*
**The Regional Manager, Central Rift Region,
 Kenya Power & Lighting Company Ltd,
 Electricity House, Moi Road,
 P.O. Box 104-20100.
NAKURU.**
 - b) *bear the tender number and name as per the Invitation to Prequalification and the words,*
"DO NOT OPEN BEFORE 12/06/2014 at 10.00am."
- 3.17.4 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened or the Tender does not qualify for further financial evaluation in accordance with the Summary of Evaluation Process set out in the Tender Document.
- 3.17.5 If the envelopes or packages are not sealed and marked as required by this paragraph, Kenya Power will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by Kenya Power and promptly returned to the Tenderer.

3.18 Deadline for Submission of Tenders

- 3.18.1 Tenders must be received by Kenya Power at the address specified under paragraph 3.22.2 not later than **12/06/2014 at 10.00 am.**
- 3.18.2 KP may, at its discretion, extend this deadline for submission of Tenders by amending the pre-qualification documents in accordance with paragraph 3.7, in which case all rights and obligations of Kenya Power and the Candidate's previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.19 Modification and Withdrawal of Tenders

- 3.19.1 The Candidate may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by Kenya Power prior to the deadline prescribed for submission of tenders.
- 3.19.2 The Candidate's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.19, 3.20 and 3.21. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 3.19.3 No Tender may be modified after the deadline for submission of Tenders.

3.20 Opening of Tenders

- 3.20.1 KP shall open all Tenders promptly after the close of submission at 10.00a.m on **12.06.2014** at the **Kenya Power & Lighting Company Ltd Demonstration Center Ground Floor Electricity House – Nakuru**. The Candidates or their representatives may attend the opening and those present shall sign a register evidencing their attendance.
- 3.20.2 The Candidate's names, tender modifications or withdrawals and such other details as Kenya Power, at its discretion, may consider appropriate, will be announced at the opening.
- 3.21.3 Kenya Power will prepare Minutes of the tender opening.

3.21 Clarification of Tenders

- 3.21.1 To assist in the examination, evaluation and comparison of Tenders Kenya Power may, at its discretion, ask the Candidate 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. The clarifications should be addressed to:-

The Supply Chain Officer, C/Rift
Electricity House, Moi Road, Nakuru
P.O. Box 104-20100
Nakuru, Kenya
TEL No. 051-2211594-7 or 0512213857
FAX NO. 254-51-2245344

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

3.22 Inspection

- 3.22.1 Kenya Power or its representative(s) shall have the right to inspect the Candidate's capacity, equipment, premises, and to confirm their conformity to the pre-qualification requirements. This

shall include the quality management system. Kenya Power's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection.

- 3.22.2 Kenya Power shall meet its own costs of the inspection. Where conducted on the premises of the Candidate(s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to Kenya Power.
- 3.22.3 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.

3.23 Tender Evaluation

- 3.23.1 Kenya Power will determine the responsiveness of each Tender. For purposes of this pre-qualification, a responsive Tender is one that conforms to all the requirements of the Evaluation. Kenya Power's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.23.2 If a Tender is not responsive, it will be rejected at the earliest stage of evaluation by Kenya Power and cannot subsequently be made responsive by the Candidate by correction of any non-conformity.
- 3.23.3 Pre-qualification will be based on meeting the requirements to pass in the criteria set out in the Summary of Evaluation Process.

3.24 Process to be Confidential

- 3.24.1 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 Candidate or other person(s) not officially concerned with such process until conclusion of that process.
- 3.24.2 Any effort by a Candidate to influence Kenya Power 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 Candidate's tender.

3.25 Minor Deviations, Errors or Oversights

- 3.25.1 Kenya Power may waive any minor deviation in a Tender that does not materially depart from the requirements set out in the Tender Document.
- 3.25.2 Kenya Power may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.26 Tender Evaluation Period

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

3.27 Debarment of a Candidate

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

3.28 Confirmation of Qualification for Appointment on the Standing List

- 3.28.1 Kenya Power may confirm to its satisfaction whether the Candidate that is identified is qualified for appointment.
- 3.28.2 The confirmation will take into account the Candidate's technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Candidate's qualifications submitted by the Candidate, pursuant to paragraph 3.13 as well as confirmation of such other information as Kenya Power deems necessary and appropriate. This may include factory and other facilities inspection and audits.
- 3.28.3 An affirmative confirmation will be a prerequisite for appointment to the Standing List. A negative confirmation will result in rejection of the Candidate's tender.

3.29 Approval of Pre-qualification

- 3.29.1 The approval of pre-qualification will be either pass or fail regarding the Candidate's general and particular experience, capabilities and financial position as demonstrated by the Candidate's response to this Tender and inspection when conducted.
- 3.29.2 Approval shall be for all Candidates who meet the prequalification requirements as prescribed in the Appendix to Instructions to Candidates.
- 3.29.3 Kenya Power shall invite tenders as and when it requires from only the Candidates who have been pre-qualified, subject to applicable thresholds.

3.30 Termination of Procurement Proceedings

- 3.30.1 Kenya Power may at any time terminate prequalification proceedings before approval and shall not be liable to any person for the termination.
- 3.30.2 Kenya Power shall give prompt notice of the termination to the Candidates and, on request from any Candidate, give its reasons for termination within fourteen (14) days of such request.

3.31 Notification of Appointment

- 3.31.1 Prior to the expiration of the period of tender validity, Kenya Power shall notify the successful Candidate(s) in writing that its Tender has been approved.
- 3.31.2 The notification of appointment shall not constitute the formation of the contract.
- 3.31.3 Simultaneously, on issuance of Notification of Appointment to the successful Candidate(s), Kenya Power shall notify each unsuccessful Candidate.

3.32 Acceptance of Pre-qualification

- 3.32.1 At the same time as Kenya Power notifies the approved Candidate that its Tender has been approved, Kenya Power will send the Candidate a copy of the Notification of Appointment together with any other necessary documents incorporating all agreements between the Parties.
- 3.32.2 Within fourteen (14) days of the date of notification of appointment, the successful Candidate(s) shall sign and stamp (where applicable) the copy of notification of appointment and all other documents, if any, and return them to Kenya Power.
- 3.32.3 Failure of the successful Candidate(s) to sign and return the copy of the Notification of Appointment, the Appointment shall stand nullified.

3.33 Corrupt or Fraudulent Practices

- 3.33.1 Kenya Power requires that Candidates 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 KP, and includes collusive practice among Candidates (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KP of the benefits of free and open competition.*
- 3.33.2 Kenya Power will reject a tender if it determines that the Candidate recommended for approval has engaged in corrupt or fraudulent practices in competing for the pre-qualification.
- 3.33.3 Further, a Candidate who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO CANDIDATES

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

No.	ITC Reference Clause	Particulars of Appendix
1.	3.6.1 Cost of Tendering	<i>Free of charge</i>
2.	3.3.1 Eligible Candidates	<i>All service Providers registered to carry out the requisite services.</i>
3.	3.13.2 (b) Documentary evidence of Candidate's eligibility to qualify	<i>Copy of Registration Letter from relevant body.</i>
4.	3.13.3 (b) Documentary evidence of financial capability	<p>Statements. The audited financial statements required must be those that are reported within fifteen (15) calendar months of the date of the prequalification document.</p> <p><i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Prequalification Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the prequalification document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i></p> <p>OR</p> <p>Certified copies of bank statements covering a period of at least six months prior to the date of the prequalification document.</p>

SECTION IV – DETAILED DESCRIPTION OF MOTOR VEHICLES, MOTOR CYCLES & PLANT IN KENYA POWER’S FLEET

Part A - Brief Schedule Of Details On Proposed Tender KP5A/9A/PT/01-13/14

TYPE	MAKE	MODEL	INDICATE YES/NO
4WD	DAIHATSU	TERIOS	
4WD	FORD	RANGER	
4WD	ISUZU	TFS 54	
4WD	ISUZU	TFS 77	
4WD	MAZDA	L200 KB7	
4WD	MAZDA	PAJERO 4WD	
4WD	NISSAN	HARDBODY	
4WD	NISSAN	J21	
4WD	NISSAN	XTRAIL	
4WD	TOYOTA	D/CABIN LN166R	
4WD	TOYOTA	DOUBLE CABIN	
4WD	TOYOTA	HILUX SURF	
4WD	TOYOTA	HZ J79R	
4WD	TOYOTA	L/C HZJ 79	
4WD	TOYOTA	L/C HZJ 79/80	
4WD	TOYOTA	PRADO	
4WD	TOYOTA	RAV4	
4WD	TOYOTA	T/HILUX KUN 25R	
BUS	ISUZU	MV 118	
COMPRESSOR	COMP AIR	COMP AIR	
DRILL	VOLDRILL	VOLDRILL	
FORKLIFT	HYSTER	7150	
FORKLIFT	HYSTER	H5.OFT	
FORKLIFT	KOMATSU	KOMATSU	
LIGHT TRUCK	ISUZU	NKR 575	
LIGHT TRUCK	ISUZU	NKR 66L	
LIGHT TRUCK	ISUZU	NPR 585	
LIGHT TRUCK	ISUZU	NPR 66P	
LIGHT TRUCK	ISUZU	NPR 66PU-5LXY	
LIGHT TRUCK	ISUZU	NPR 66R	
LIGHT TRUCK	ISUZU	NPR 66U	
LORRY	ISUZU	FSR-32	
LORRY	ISUZU	FSR-32 WITH HIAB	
LORRY	ISUZU	FVR 23M	

LORRY	MITSUBISHI	FM615	
LORRY	MITSUBISHI	FV515 PRIME MOVER	
LORRY	MITSUBISHI	FV517 PRIME MOVER	
LORRY	NISSAN	DIESEL CWB450 PRIME MOVER	
MICRO BUS	MERCEDES BENZ	31 CDI	
MICROBUS	TOYOTA JEMDY		
MICROBUS	FOTON		
MINI BUS	ISUZU	NPR 575	
MINI BUS	MITSUBISHI	ROSA	
MOTOR CYCLE	YAMAHA	DT125	
MOTOR CYCLE	HONDA		
PICK-UP	ISUZU	TFR 30	
PICK-UP	ISUZU	TFR 32	
PICK-UP	ISUZU	TFR 54 S/C	
PICK-UP	TOYOTA	DOUBLE CABIN	
PICK-UP	TOYOTA	S/CAB LN 166R	
SALOON(1359-1925 CC)	NISSAN	TIIDA	
SALOON(1359-1925 CC)	VOLKSWAGEN	PASSAT	
SALOON(UNDER 1350CC)	MITSUBISHI	GALANT	
TELELOGGER	MANITOU	MT732	
TELELOGGER	POLE LOGGER	BELL	
TRACTOR	ITMCO	285 2WD	
TRACTOR	JOHN DEERE	1630	
TRACTOR	JOHN DEERE	1750	
TRACTOR	TT75	2WD	
TRAILER	CMC	CMC TRAILER	
TRAILER	COMP AIR	COMP AIR	
TRAILER	LOW LOADER	DOLL	

***NOTES:**

1. All Candidates must indicate their interest by saying “Yes” or “√” Ticking or “Not Applicable (N/A) or “X” Crossing against each item.
2. Please note that where a Candidate leaves a blank space it will be deemed and evaluated on the basis that the Candidate is not interested in that item i.e. N/A.
3. Candidate, please note that KP intends to tender and procure the above items from time to time over the period prescribed in the Appendix to Instructions to Candidates.

SECTION V: LETTER OF APPLICATION

Date:.....

Tender No. KP5A/9A/PT/01-13/14

To:

The Kenya Power & Lighting Company Limited,
Electricity House,
Moi Road, Nakuru,
P.O Box 104 – 20100,
Nakuru, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood all of the pre-qualification information provided in the Prequalification Document, the receipt of which is hereby duly acknowledged, we, the undersigned Candidate, hereby apply to be prequalified by yourselves as a potential bidder for the item(s) as indicated by us in Section IV Detailed Description of Items.
2. We agree to abide by this Tender for a **period of.....days (Candidate 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 Kenya Power 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 Candidate

Name and Capacity of authorized person signing the Application

Signature of authorized person signing the Tender

Stamp or Seal of Candidate

NOTES:-

1. KP requires a validity period of at least one hundred and twenty (120) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION VI – CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Candidates 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. Candidates 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.....

Mobile and CDMA No.....

E-mail:.....

Nature of your business

Registration Certificate No.....

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

Name of your BankersBranch.....

*Names of Candidate's contact person(s)

Designation/ capacity of the Candidate's contact person(s)

Address, Tel, Fax and E-mail of the Candidate'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 Kshs.....

Total Issued Kshs.....

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 Candidate provided above shall at all times be used for purposes of this pre-qualification tender.*
2. *The details on this Form are essential and compulsory for all Candidates. **Failure to provide all the information requested shall lead to the Candidate's disqualification.***
3. *For foreign Candidates please give the details of nominal and issued share capital in the currency of the country of origin of the Candidate.*

SECTION VII - DECLARATION FORM

Date _____

To:

The Kenya Power & Lighting Company Limited,
 Electricity House,
 Moi Road, Nakuru,
 P.O Box 104 – 20100,
Nakuru, 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 3.3 of ITT (Eligible Tenderers) 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 Tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

 Name of Tenderer

 Signature of duly authorized person signing the Tender

 Name and Capacity of duly authorized person signing the Tender

 Stamp or Seal of Tenderer

SECTION VII - SUMMARY OF EVALUATION PROCESS

Evaluation of duly submitted prequalification tenders will be conducted along the following lines and scores given against each criterion: -

No.	Item	Maximum Score	Score Awarded
1	Letter of Application	1	
2	Copy of Firm's Certificate of Incorporation	1	
3	Evidence of Office Availability i.e. Title deed/lease agreement or any other proof of occupancy	1	
4	Copy of PIN Certificate	1	
5	Copy of Tax Payer Registration Certificate	1	
6	Copy of Valid Tax Compliance Certificate	3	
7	Reference Letters from Local Corporations/International /Reputable Organizations	2	
8	Copy of Registration Letter from relevant body.	2	
9	Evidence of business as a going concern (stocks of Spare parts)	3	
10	Copies of Relevant Purchase/Service Orders	5	
11	<p>Financial Statements. The audited financial statements required must be those that are reported within fifteen (15) calendar months of the date of the prequalification document.</p> <p><i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Prequalification Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the prequalification document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i></p> <p>OR</p> <p>Certified copies of bank statements covering a period of at least six months prior to the date of the prequalification document.</p>	5	
12	Security		

	Perimeter wall	5	
	Security guards	3	
	Alarm system/Electric fence	3	
13	Workshop equipment		
	Tool boxes	5	
	Arc Welding	5	
	Gas welding	5	
	Trolley Jack	5	
	Safety Stands	5	
	Greasing equipment	5	
	Fire fighting equipment	5	
	Spray painting equipment	5	
	Inspection pit	5	
	Engine Hoist	5	
	Other Tools	5	
14	Staff		
	Mechanics	3	
	Electricians	2	
	Spray Painters	2	
	Panel beaters/ Welders	2	
		100	

***NOTES ON EVALUATION PROCESS:-**

1. The approved Candidates shall be the one who attains the minimum score which is **70% and above.**

SECTION VIII: APPENDICES

Listed hereunder and attached are the 11 No. Appendices, which, form part of the Tender documents.

NO.	TITLE
I	Classes of Suppliers to be pre-qualified
II	List of Depots under Central Rift Region
III	Delivery schedule
IV	Tender/Application Form
V	Financial declaration
VI	Acceptance of invoicing Period
VII	Declaration of Personnel Capacity
VIII	Declaration of Equipment capacity
IX	Declaration of security/Insurance arrangements
X	Vacancies available for classes 8 & 9 per depot

APPENDIX I – CLASSIFICATION OF SUPPLIERS

CLASS	ITEM DESCRIPTION
1.	ACCIDENT & MECHANICAL REPAIRS
2.	BRAKE SKIMMING/REBONDING
3.	HYDRAULICS
4.	MANUFACTURE HOSES
5.	INJECTOR PUMP/NOZZLES SERVICE
6.	PUNCTURE REPAIRS
7.	MOTOR CYCLE REPAIRS
8.	MOTOR VEHICLE GLASSES, FRAMES AND RUBBERS
9.	PAINTS & THINNERS
10.	BODY FABRICATORS
11.	RADIATOR – NEW RECORE, REPAIR
12.	SEATS RECUSHIONING
13.	TOWING AND RECOVERY
14.	INSTALLATION AND REPAIR OF SPEED GOVERNORS
15.	REPAIR OF W/SHOP ELECTRICAL COMPONENTS
16.	SUPPLY OF MOTOR VEHICLE SPARE PARTS
17.	SUPPLY OF MOTOR CYCLE SPARE PARTS
18.	VEHICLE WIRING HARNESS
19.	MOTOR VEHICLE/CYCLE DEALERS AND DEALER AGENTS

APPENDIX II: LIST OF DEPOTS IN CENTRAL RIFT**Depot**

1. Kericho
2. Nakuru
3. Nyahururu
4. Naivasha
5. Narok
6. Maralal
7. E/Ravine
8. Molo
9. Gilgil
10. Kabarnet
11. Baragoi
12. Bomet

APPENDIX III – DELIVERY SCHEDULE

Date

To,
 The Kenya Power & Lighting Company Limited,
 Electricity House,
 Moi Road, Nakuru,
 P.O Box 104 – 20100,
Nakuru, Kenya.

Ladies and/or Gentlemen

Being duly authorized to represent and act on behalf of _____ (*name of firm*) (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the pre-qualification information provided, the undersigned hereby undertake to at all times comply with the delivery schedule outlined below if my application for pre-qualification is successful.

Item	Description of Requirement	Delivery period after order	Comment
1	Supply of spare parts	On order or within Maximum 2 working days	
2	Minor repairs less than Kshs 10,000.00	Maximum 1 day	
3	Repairs between Kshs 10,000.00 -30,000.00	Maximum 2 days	
4	Repairs between Kshs 30,000.00 – 100,000.00	As agreed on order, Maximum 2 Weeks	
5	Repairs above Kshs 100,000.00	As agreed on order, Maximum 4 Weeks	

Signed
Name
For and on behalf of (name of Applicant) Rubber stamp required.

APPENDIX IV – TENDER APPLICATION FORM

Date

To

The Kenya Power & Lighting Company Limited,
Electricity House,
Moi Road, Nakuru,
P.O Box 104 – 20100,
Nakuru, Kenya.

Ladies and/or Gentlemen

1. Being duly authorized to represent and act on behalf of _____ (*name of firm*) (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the following contract(s) under Tender No. **KP5A/9A/PT/01-13/14 – Pre-qualification of suppliers for supply of spares, repair & maintenance services, servicing of Motor Vehicles/Cycles & Plant and other related services 2014/16”**

Item	Class	Class Description
1		
2		
3		
4		

2. Attached to this letter are copies of original documents defining
- (a) the Applicant’s legal status
 - (b) the principal place of business and
 - (c) the place of incorporation (*for applicants who are corporations*), or the place of registration and the nationality of the owners (*for applicants who are partnerships or individually-owned firms*).
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by you to verify statements and information provided in this application, such as the resources, experience, and competence of the Applicant.

4. Your Agency and its authorized representatives may contact the following persons for further information.

General and managerial inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Personnel inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Technical inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Financial inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made with the full understanding that:
- bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding.
 - Your Agency reserves the right to:
 - amend the scope and value of any contracts bid under this project; in such event, bids will only be called from prequalified bidders who meet the revised requirements; and
 - reject or accept any application, cancel the prequalification process, and reject all applications
 - your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them
6. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, in the joint venture or association. We also

specify the financial commitment in terms of the percentage of the value of the <each> contract, and the responsibilities for execution of the <each> contract.

7. We confirm that if we bid, that bid, as well as any resulting contract, will be:
- (a) signed so as to legally bind all partners, jointly and severally; and
 - (b) submitted with a joint venture agreement providing the joint and several liability of all partners in the event the contract is awarded to us.
8. The undersigned declare that the statement made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of (name of Applicant or lead partner of a joint venture)	For and on behalf of (name of partner)

Signed	Signed
Name	Name
For and on behalf (name of Partner)	For and on behalf of (name of partner)

APPENDIX V – FINANCIAL DECLARATION

Annual turnover data for past 3 years			
YEAR	2011	2012	2013
TURN OVER KSHS)			

APPENDIX VI – UNDERTAKING ON INVOICING PERIOD

Date

To
The Kenya Power & Lighting Company Limited,
Electricity House,
Moi Road, Nakuru,
P.O Box 104 – 20100,
Nakuru, Kenya.

Ladies and/or Gentlemen

Being duly authorized to represent and act on behalf of _____ (*name of firm*) (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the pre-qualification information provided, the undersigned hereby undertake to invoice the procuring entity for goods supplied/services rendered within **two (2)** working days of delivery of completion of repair works.

Signed
Name
For and on behalf of (name of Applicant) Rubber stamp required.

APPENDIX VII– DECLARATION OF PERSONNEL CAPABILITIES

This section requires provision of data on staffing levels and essential staff qualifications/skills necessary for successful fulfillment of the requirements of the class of supplier applied for. Provide information on a separate sheet cleared labeled ‘appendix VII’.

APPENDIX VIII– DECLARATION OF EQUIPMENT CAPABILITIES

This section requires provision of data on equipment/facilities available to the applicant necessary for successful fulfillment of the requirements of the class of supplier applied for. Provide information on a separate sheet cleared labeled ‘appendix VIII’.

**APPENDIX IX– DECLARATION OF SECURITY/INSURANCE ARRANGEMENT (NOT
APPLICABLE FOR SUPPLIER CLASSES 16 &17)**

SECURITY

This section requires provision of information on the insurance/security arrangement for the applicant's premises where the procuring entity's motor vehicles/cycles, plant, machinery or accessories may be held in the course of servicing or repairs.

1. Perimeter wall Yes/No Stone/Iron sheet/Other (specify).....
2. Day guard Yes/No Firm.....
3. Night guard Yes/No Firm.....
4. Alarm system Yes/No Firm.....

INSURANCE

	<u>Description</u>	<u>Sum Assured</u> <u>Kshs</u>	<u>Insurance firm</u>	<u>Expiry Date</u>
1				
2				
3				
4				
5				
6				
7				

Note: Attach copies of policy documents/certificates

**APPENDIX X: VACANCIES AVAILABLE FOR EACH SUPPLIER CLASS PER DEPOTS IN
CENTRAL RIFT**

Depot	Group 6	Group 7
11. Kericho	2	2
12. Nakuru	6	3
13. Nyahururu	3	2
14. Naivasha	3	2
15. Narok	3	2
16. Maralal	2	2
17. E/Ravine	2	2
18. Molo	3	2
19. Gilgil	2	2
20. Kabarnet	3	2
11. Baragoi	1	1
12. Bomet	1	1

CLASSES 16 & 17

Pre-qualification for supply of motor vehicles/cycles spare parts is limited to suppliers with outlets in Nakuru.

SECTION IX: TENDER SUBMISSION SCHEDULE

In addition to meeting other requirements in this tender, the following details should be provided.

Tender submissions shall be arranged and bound as follows:

Document	Item	Comments
1	Acceptance of delivery Schedule – Appendix III	
2	Confidential Business Questionnaire – appendix IV	
3	Tender/Application Form – Appendix V	
4	Financial Declaration – Appendix VI	
5	Personnel declaration –Appendix VIII	
6	Equipment capability – Appendix IX	
7	Invoicing period undertaking – Appendix VII	
8	Security/Insurance arrangements declaration – Appendix X	
9	Business registration certificate	
10	Valid operating licenses	
11	Copy of PIN Card	
12	Copy of VAT Registration Certificate where applicable	
13	KRA Tax Compliance Certificate	