



**Kenya Power**

**REGISTRATION OF SUPPLIERS FOR GOODS,  
WORKS AND SERVICES MT.KENYA REGION.  
TENDER NO.KP5/9A/3/2/OT/32/19-20**

**RFx No. 3800000190**

**ALL POTENTIAL SUPPLIERS**

**(ELECTRONIC REGISTRATION OF SUPPLIERS MT.KENYA REGION  
(2019-2021)**

**AUGUST 2019**

**Supplier Registration Documents**

Completed supplier registration responses and documents are to be submitted in electronic format on the KPLC's E-procurement portal within 21 days from 14<sup>th</sup> August 2019. The submission is to be done ONLINE on or before the submission date of 4<sup>th</sup> September 2019 at 10.00am as indicated on the KPLC e-procurement portal.

Suppliers are required to visit the portal from time to time for revised closing dates.  
Any Queries and clarification should be directed to:

THE KENYA POWER & LIGHTING COMPANY LIMITED  
MT.KENYA REGION, NYERI,  
STIMA HOUSE, KAMAKWA ROAD,  
P.O. BOX 106-10100,  
NYERI, KENYA.

Telephones: 061-2030646 Pilot Lines

Telephones: 0709847216 Cellular

Email : JWachira@kplc.co.ke, [RNyawira@kplc.co.ke](mailto:RNyawira@kplc.co.ke) ,

Website: [www.kplc.co.ke](http://www.kplc.co.ke)

*REGISTRATION OF SUPPLIERS CENTRAL RIFT REGION 2018-2020*

## **SECTION I - INVITATION FOR REGISTRATION (IFR)**

**DATE: 13.08.2019**

**REGISTRATION REFERENCE NUMBER AND NAME: REGISTRATION OF SUPPLIERS (Goods, Works and Services) KP5/9A/3/2/OT/32/19-20**

1.1 The Kenya Power & Lighting Company Ltd (KPLC) intends to pre-qualify eligible Candidates for registration of suppliers **(Goods, Works and Services)**. Interested eligible Candidates may obtain further information from the Manager, Procurement Kenya Power & Lighting Company Ltd at Stima Plaza, 3<sup>rd</sup> Floor, Kolobot Road, P.O. Box 30099 00100 Nairobi, Kenya.

### **DESCRIPTION OF THE KENYA POWER & LIGHTING COMPANY LIMITED AND OUR CORE BUSINESS.**

1.1.1 Our Company- "Lighting Up Your World"

1.1.2 The Kenya Power & Lighting Company Limited (KPLC) 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. KPLC was listed on the Nairobi Stock Exchange (NSE) in 1954. The Company changed to its present name in 1983.

1.1.3 Our shareholders include the Government of Kenya (GoK), institutional investors and individual shareholders. KPLC 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, 2015 and the Regulations made thereunder.

1.1.4 Our Vision is "To provide world class power that delights our customers."

1.1.5 Our Mission is "Powering people for better lives"

1.1.6 Our Core Business is to provide electrical energy and related customer services throughout Kenya.

1.1.7 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

1.1.8 Description of the Goods for Registration

A registration procedure is a basic procedure prior to adopting an alternative procurement method other than open tender for the purpose of identifying the best few qualified firms for the subject procurement.

- 1.19 KPLC intends to register Suppliers for goods, works and services. The details of the description are provided at Section IV Detailed Description of Items.
- 1.20 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.

#### 1.2 **Submission of Registration documents**

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

- 1.3 Registrations will be opened thereafter.
  - 1.4 Prospective bidders may also download the Registration document from KPLC's website ([www.kenyapower.co.ke](http://www.kenyapower.co.ke)) free of charge.
  - 1.5 Registrations submitted responses will be opened promptly thereafter in the presence of the Candidates or their representatives who choose to attend in KPLC Stima House, conference room, Kamakwa Road, Nyeri, Kenya.
- 1.7\* There will be a pre-bid meeting to be held at KPLC's premises, Stima House, conference room, Kamakwa Road, Nyeri, Kenya on **21.08.2019 at 10.00am**. **Attendance for all prospective bidders is recommended.**

## A. INTRODUCTION

Dear Prospective Supplier,

### 1. ***Description of The Kenya Power & Lighting Company Limited and our Core Business***

- 1.1 The Kenya Power & Lighting Company Limited (KPLC) 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. KPLC was listed on the Nairobi Stock Exchange (NSE) in 1954. The Company changed to its present name in 1983.
- 1.2 Our shareholders include the Government of Kenya (GoK) institutional and individual persons. KPLC is a public company with GoK holding the majority 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 Asset Disposal Act, 2015 and the various regulations made there-under.
- 1.3 **Our Vision is “To provide world class power that delights our customers”**
- 1.4 **Our Mission is “Powering People for Better Lives.”**
- 1.5 Our Core Business is bulk purchase of electrical energy; transmit; distribute; supply electrical energy and related customer services throughout Kenya.
- 1.6 Our Core Values were developed to support the Company’s Mission. These Values are Customer First, One Team, Passion, Integrity and Excellence.

### 2. ***Organizational and Business Structure***

- 2.1 KPLC is structured into 13 Divisions, 1 Institute and 10 Main Regions. Our headquarters is referred to as Central Office located at Stima Plaza, Kolobot Road, Parklands, Nairobi. Amongst the 13 Divisions is the Corporate Affairs and Company Secretary headed by the General Manager Corporate Affairs & Company Secretary. Under her are several departments, including the Legal Services Department.
- 2.2 KPLC’s operations are geographically split in ten (10) regions. **Nairobi South** and **Nairobi West** Region with their main office in Electricity House, Harambee Avenue Nairobi Central Business District; **Nairobi North** Region with its main office in Stima Sacco Plaza (*a few meters from KPLC Hq*), Mushembi Road, Parklands, Nairobi; **Central Rift** Region with the main office in Electricity House, Moi South Road, Nakuru; **Coast Region** with the main office in Electricity House, Nkrumah Road, Mombasa Central Business District and **Mount Kenya** Region with the main office in Stima House Nyeri. **Western** Region with its main office in Electricity House Kisumu, **South Nyanza** Region has its main office in Kisii,

**North Rift** Region has its main office at KVDA Plaza Eldoret while **North Eastern** Region has its main office in Thika.

- 2.3 To attain higher penetration and decentralization within the devolved governance system, KPLC has about 47 Branches throughout the 10 Regions which transverses all the 47 counties of the Republic.
- 2.4 The branches are headed by County Business Managers. They are responsible for and are the link persons for all affairs of the Company within their respective spheres of operation.
- 2.5 As part of our growth and transformation strategy, from 2009 the Company has been engaged in the process of rebranding in a programme dubbed "Project Mwangaza". One result of this has been the change of our logo to one depicted as a bulb with the words "Kenya Power" at the bottom.
- 2.6 However, the name of the Company remains the same i.e. The Kenya Power & Lighting Company Limited (abbreviated as KPLC).

### 3. *Nature and Scope of Registration*

**"Registration of suppliers"** means the process of identifying and obtaining a list of prospective providers of a specified category of goods, works or services by a procuring entity for a specified period of time but not exceeding more than two years, and maintaining them for the purpose of inviting them on rotational basis for subsequent tendering proceedings such as request for quotations or restricted tendering, that may arise during the period of listing;

**DISCLAIMER:** In no event is the registration a confirmation of guarantee of award of contract, order or tender

**SECTION II - TENDER SUBMISSION CHECKLIST**

**PART A – TENDER SUBMISSION: FINANCIAL AND NON FINANCIAL PROPOSALS**

**VOLUME I - FINANCIAL PROPOSAL**

*This order and arrangement must be adhered to while submitting the tender and shall be considered as the Tender Submission Format, Financial.*

**Tenderers shall tick against each item indicating that they have provided it.**

<b>No.</b>	<b>Item</b>	<b>Tick Where Provided</b>
<b>1</b>	Tender Security ó Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund	
<b>2</b>	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. <i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i>	
<b>3</b>	Any other document or item required by the Tender Document that is financial. (The Tenderer shall specify such other documents or items it has submitted)	

## VOLUME II - NON-FINANCIAL PROPOSAL

*This order and arrangement shall be considered as the Tender Submission Format, Non-Financial.*

**Tenderers shall tick against each item indicating that they have provided it.**

No.	Item	Tick Where Provided
1	Duly completed Tender Form	
2	Declaration Form	
3*	Copy of Company or Firm's Registration Certificate	
4*	Copy of PIN Certificate	
5	Copy of Valid Tax Compliance Certificate	
6	Confidential Business Questionnaire (CBQ)	
7	Certificate of Confirmation of Directors and Shareholding (C.R. 12) or its equivalent for foreign tenderers	
8	Valid Business Permit/license	
9	National Construction Authority certificate(Category 1,12)	
10	NEEMA Certificate to transport (Biomedical) to incinerators(Category 16,17)	
11	Diamond Mark of Quality (Category 3,4,5)	
12	Manufacturer Authorization (Category 4,5 i.e. if the candidate is not a manufacturer)	
13	Relevant Authorization Certificate (Category 10,19)	
14	Names with full contact as well as physical addresses of previous customers of similar services and required number of reference letters from previous customers	
15	Statement on Deviations	
16	Schedule of Requirements duly filled indicating items offered	
17	Any other document or item required by the Tender Document that is non-financial. (The Tenderer shall specify such other documents or items it has submitted)	

### **\*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.
4. A non-financial document or item includes one that does not contain or reveal the tender price(s) of the services and the required audited financial statements.
5. A financial document or item includes one that contains all information on the tender price(s) of the services, and the required audited financial statements.



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### **SECTION III - INSTRUCTIONS TO CANDIDATES**

#### **3.1 Definitions**

In this Registration, 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 Registration Document” shall be **start date** specified on the KPLC Registration 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) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- f) *Reference to “the Registration” or the “Registration Document” or the Registration document” includes its appendices and documents mentioned hereunder and any reference to this Registration 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 The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- h) *“The Registration” means the person(s) submitting its application for the registration for the supply, installation and commissioning (where applicable) of the goods, equipment and ancillary services in response to the Invitation for Registration.*
- i) *Where there are two or more persons included in the expression the “Registration”, 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.*

- l) *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 Registration and any contract arising therefrom, or such other KPLC staff delegated with such authority.*
- m) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- n) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*
- o) *SRM (Supplier Relationship Management means KPLC e- procurement portal.*
- p) *“Candidate” means a person who has obtained the tender documents from a public entity pursuant to an invitation notice by a procuring entity;*

### **3.2 Eligibility for Registration**

3.2.1 This Invitation to Prequalify is open to all Candidates eligible as described in the Appendix to Instructions to Candidates.

3.2.2 a registration procedure as a basic Procedure prior to adopting an alternative procurement method other than open Registration for the purpose of identifying the best few qualified firms for the subject

3.2.2 Notwithstanding any other provisions of this Registration, the following are not eligible to participate in the Registration: -

- a) KPLC’s employees, its Board or any of its committee members.
- b) Any Public/State Officer of the Government of the Republic of Kenya (GoK).
- c) Any member of a Board or Committee or any department of GoK.
- d) Any person appointed to any position by the President of Kenya.
- e) Any person appointed to any position by any Cabinet Secretary of GoK.
- f) Any Registration submitting false, inaccurate or incomplete information about their qualifications

3.2.3 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 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 the ensuing Registration.

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

3.2.5 A candidate shall not be under declarations as prescribed at Section VIII.

### **3.3 Post – Qualification**

- 3.3.1 KPLC will from time to time issue registration invitations for the actual supply of the goods, equipment and ancillary services.
- 3.3.2 Only successful identified pre-qualified candidates who are in KPLC's Standing List may be invited to Registration for future contracts to supply the goods, equipment and ancillary services.
- 3.3.3 The Registrations 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 KPLC may conduct another registration for the goods, works and services.

### **3.4 Fresh Registration**

- 3.4.1 At the end of the registration period, KPLC may conduct another registration process at which the existing Standing List will automatically expire.
- 3.4.2 At the fresh registration, 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.

### **3.5 Cost of Registration**

- 3.5.1 The Candidate shall bear all costs associated with the preparation and submission of its Registration, and KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Registration process.
- 3.5.2 The Registration Document shall be free of charge.

### **3.6 Contents of the Registration Document**

- 3.6.1 The Registration 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 Registration*
  - b) *Registration Submission Checklist*
  - c) *Instructions to Candidates*
  - d) *Appendix to Instructions to Candidates*
  - e) *Description of goods, works and services for registration.*
  - g) *Summary of the Evaluation Process*
  - j) *Letter of application.*
  - k) *Confidential Business Questionnaire Form*
  - m) *Manufacturer's Authorization Form*
  - n) *Notification of registration.*
  - q) *Technical Specifications*

- (i) *General Requirements*
- (ii.) *Detailed Technical Specifications.*

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

### **3.6 Clarification of Documents**

3.6.1 A prospective Candidate requiring any clarification of the Registration Document may notify the Procurement Manager in writing or by post at KPLC's address indicated in the Invitation for Registration. KPLC will respond in writing to any request for clarification of the Registration documents, which it receives not later than seven (7) days prior to the deadline for the submission of Registrations, 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 Candidates that have duly received the Registration Document.

3.6.2 KPLC 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 Registration.

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

### **3.7 Amendment of Documents**

3.7.1 At any time prior to the deadline for submission of Registrations, KPLC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Candidate, may modify the Registration documents by amendment.

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

3.7.3 In order to allow prospective Candidates reasonable time in which to take the amendment into account in preparing their Registrations, KPLC, at its discretion, may extend the deadline for the submission of Registrations.

### **3.8 Language of Registration**

The Registration prepared by the Candidate, as well as all correspondence and documents relating to the Registration, exchanged between the Candidate and

KPLC, 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 Registration, 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 Registration and stamped with the Candidate's stamp.

### **3.9 Documents Comprising the Registration**

The Registration 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 Registration.*

### **3.10 Letter of Application**

The Candidate shall complete the Letter of Application and all other documents furnished in the Registration Document attaching all documents required noting to include originals where necessary. The Candidate should also indicate the items they can Registration 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 Registration, documents establishing the Candidate's eligibility to Registration and its qualifications to be pre-qualified.
- 3.13.2 The documentary evidence of the Candidate's eligibility to Registration shall establish to KPLC's satisfaction that the Candidate, at the time of submission of its Registration, 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 Registration is accepted shall be established to KPLC's satisfaction ó
  - a) *Where applicable, in the case of a Candidate offering to supply goods, equipment and ancillary services upon registration 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 Registration 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 registration.*
- d) *That the Candidate has the capability necessary to supply the items if and when the candidate becomes the successful Registration er upon actual award of a subsequent Registration.*

### **3.17 Validity of Registrations**

3.17.1 Registrations shall remain valid for one hundred and eighty (180) days after the date of Registration opening as specified in the Invitation for Registration or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.23. A Registration that is valid for a shorter period shall be rejected by KPLC as non-responsive.

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

### **3.19 Number of Sets of and Registration Format**

3.19.1 The Candidate shall prepare two complete sets of its Registration, identifying and clearly marking the "ORIGINAL REGISTRATION" and "COPY OF REGISTRATION" 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.

3.19.2 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.

3.19.3 The Registration shall be bound and divided clearly in descending order as listed in the Registration Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

3.19.4 The order and arrangement as indicated in the Registration Submission Checklist will be considered as the Registration Format.

3.19.6 Any Registration not prepared and signed in accordance with this paragraph, may be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

### **3.21 Preparation and Signing of the Registration**

3.21.1 The Original and the copy of the Registration 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.



3.21.2 The authorization shall be indicated by a written Power of Attorney granted by the Registration to the authorized person before any of the following persons:-

- a) *For local Registration, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
- b) *For foreign Registration, a Notary Public in the country of the Registration.*

In either case above, the Power of Attorney shall accompany the Registration.

3.21.3 All pages of the Registration, including un-amended printed literature, shall be initialed by the person or persons signing the Registration and serially numbered.

3.21.4 The Registration shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Candidate, in which case such corrections shall be initialed by the person or persons signing the Registration.

3.21.5 KPLC will assume no responsibility whatsoever for the Candidate's failure to comply with or observe the entire contents of this paragraph 3.21.

3.21.6 Any Registration not prepared and signed in accordance with this paragraph may be Rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

### **3.22 Sealing and Outer Marking of Registrations**

3.22.1 The Candidate shall seal the Original and the copy of the Registration in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL" and "COPY OF REGISTRATION". The envelopes or packages shall then be sealed in outer envelopes or packages.

3.22.2 The inner and outer envelopes or packages shall -

- a) *Be addressed to KPLC at the address given in the Invitation to Registration,*
- b) *Bear the Registration number and name as per the Invitation to Registration and the words, "DO NOT OPEN BEFORE ..... as specified in the Invitation for Registration.*

3.22.4 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Registration to enable the Registration to be returned unopened in circumstances necessitating such return including where Registrations are received late, procurement proceedings are terminated before Registrations are opened or the Registration does not qualify for further financial evaluation in accordance with the Summary of Evaluation Process set out in the Registration Document.

3.22.5 If the envelopes or packages are not sealed and marked as required by this paragraph, KPLC will assume no responsibility whatsoever for the Registration's misplacement or premature opening. A Registration opened prematurely for this cause will be rejected by KPLC and promptly returned to the Registration.

### **3.22 Deadline for Submission of Registrations**

- 3.22.1 Registrations must be received by KPLC by the time and at the place specified in the Invitation for Registration.
- 3.22.2 KPLC may, at its discretion, extend this deadline for submission of Registrations by amending the registration documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Candidate(s) previously subject to the initial deadline, will therefore be subject to the deadline as extended.

### **3.23 Modification and Withdrawal of Registrations**

- 3.23.1 The Candidate may modify or withdraw its Registration after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Registration is received by KPLC prior to the deadline prescribed for submission of Registrations.
- 3.23.2 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 no later than the deadline for submission of Registrations.
- 3.23.3 No Registration may be modified after the deadline for submission of Registrations.

### **3.24 Opening of Registrations**

- 3.24.1 KPLC shall open all Registrations promptly after the close of submission at the location specified in the Invitation for Registration or as may otherwise be indicated. The Candidates or their representatives may attend the opening and those present shall sign a register evidencing their attendance.
- 3.24.2 The Candidate(s) names, Registration modifications or withdrawals and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.24.3 KPLC will prepare Minutes of the Registration opening.

### **3.25 Clarification of Registrations**

- 3.25.1 To assist in the examination, evaluation and comparison of Registrations KPLC may, at its discretion, ask the Candidate for a clarification of its Registration. The request for clarification and the response shall be in writing, and no change in the substance of the Registration shall be sought, offered, or permitted.
- 3.25.2 Failure to provide timely clarification or substantiation of the information that is essential for effective evaluation of the Candidate(s) qualifications shall result in the Candidate(s) disqualification.

### **3.15 Inspection**

- 3.151 KPLC or its representative(s) shall have the right to inspect the Candidate's capacity, equipment, premises, and to confirm their conformity to the registration 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.
- 3.16.2 KPLC 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 KPLC.
- 3.16.3 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.

### **3.26 Registration Evaluation**

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

### **3.27 Process to be Confidential**

- 3.27.1 After the opening of Registrations, information relating to the examination, clarification, evaluation and comparisons of Registrations 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.
- 3.27.2 Any effort by a Candidate to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of Registrations and information or decisions concerning award of Contract may result in the rejection of the Candidate's Registration.

### **3.29 Minor Deviations, Errors or Oversights**

- 3.29.1 KPLC may waive any minor deviation in a Registration that does not materially depart from the requirements set out in the Registration Document.
- 3.29.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Registration.

### **3.31 Registration Evaluation Period**

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

### **3.32 Debarment of a Candidate**

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

### **3.35 Confirmation of Qualification for Appointment on the Standing List**

3.35.1 KPLC may confirm to its satisfaction whether the Candidate that is identified is qualified for appointment.

3.35.2 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 KPLC deems necessary and appropriate. This may include factory and other facilities inspection and audits.

3.35.3 An affirmative confirmation will be a prerequisite for appointment to the Standing List. A negative confirmation will result in rejection of the Candidate's Registration.

### **3.36 Approval of Registration**

3.36.1 The approval of registration 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 Registration and inspection when conducted.

3.36.2 Approval shall be for all Candidates who meet the registration requirements as prescribed in the Appendix to Instructions to Candidates.

3.36.3 KPLC shall invite Registrations as and when it requires from only the Candidates who have been pre-qualified, subject to applicable thresholds.

### **3.36 Termination of Procurement Proceedings**

3.36.1 KPLC may at any time terminate registration proceedings before approval and shall not be liable to any person for the termination.

3.36.2 KPLC 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.

### **3.37 Notification of Appointment**

- 3.37.1 Prior to the expiration of the period of Registration validity, KPLC shall notify the successful Candidate(s) in writing that its Registration has been approved.
- 3.37.2 The notification of appointment shall not constitute the formation of the contract.
- 3.37.3 Simultaneously, on issuance of Notification of Appointment to the successful Candidate(s), KPLC shall notify each unsuccessful Candidate.

### **3.38 Acceptance of Registration**

- 3.38.1 At the same time as KPLC notifies the approved Candidate that its Registration has been approved, KPLC will send the Candidate a copy of the Notification of Appointment together with any other necessary documents incorporating all agreements between the Parties.
- 3.38.2 Within Seven (7) 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 KPLC.
- 3.38.4 Failure of the successful Candidate(s) to sign and return the copy of the Notification of Appointment, the Appointment shall stand nullified.

### **3.40 Corrupt or Fraudulent Practices**

- 3.40.1 KPLC 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 anything of value to influence the action of public official in the procurement process or in contract execution;*
  - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Candidates (prior to or after Registration submission) designed to establish Registration prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*
- 3.40.2 KPLC will reject a Registration if it determines that the Candidate recommended for approval has engaged in corrupt or fraudulent practices in competing for the registration.
- 3.40.3 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 Registration 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	ITT Reference Clause	Particulars of Appendix
1.	<b>3.2.1 Eligible Tenderers</b>	Tender is open to all eligible suppliers.
2.	<b>3.17 Tender Form</b>	The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document.
3.	<b>3.19 Tender Currencies</b>	Not applicable at this stage
4.	<b>3.13 Documents of evidence of eligibility and qualification</b>	<i>Confidential Business questionnaire, Copy of PIN Registration certificate, KRA Tax Compliance certificate.</i>
5.	<b>3.25 Validity of Tenders</b>	<b><i>180 days</i></b>
6.	<b>3.27 Number of sets of and Tender format</b>	<i>There will be only one document submitted on the E-Procurement portal</i>
7.	<b>3.20 Preparation and signing of the Tender</b>	<i>There will be only one document submitted on the E-Procurement portal. <b>Bidders shall ensure that they upload all the required documents in PDF format on the portal</b></i>
8.	<b>3.23 Opening of Tender</b>	<i>The tender shall be opened electronically at <b>Stima House Nyeri – Meeting Room on the closing date specified in the e-procurement portal</b>. Bidders are encouraged to witness the opening.</i>
9.	<b>3.37 Tender Security</b>	<i>Not Required</i>
10.	<b>3.42 Award of contract</b>	<i>The award shall be based on the responsiveness and compliance with the evaluation criteria (preliminary, technical and financial)</i>

**SECTION IV – DETAILED DESCRIPTION OF GOODS, WORKS AND SERVICES**

*Part A - Brief Schedule Of Details.*

ITEM DESCRIPTION	INDICATE AREA OF INTEREST	INDICATE WHETHER YOUTH, WOMEN , PWD Or OTHER GENERAL SUPPLIERS
<b><u>CATEGORY 1:</u></b>		
<b>CONTRACTORS FOR SMALL WORKS, GENERAL REPAIRS &amp; MAINTENANCE:</b> PARTITIONING, PAINTING, PLUMBING, ELECTRICALS, CARPENTRY, MASONRY, SIGNAGE, FURNITURE REPAIR, WATER DISPENSER REPAIR, PUMP/MOTOR REPAIRS, WELDING&FABRICATION, ROOFING, GROUND EXCAVATION/ FILLING/LEVELLING, LAYING TILES, POWER SAW SERVICES, BALLAST SPREADING, FENCING, GRAPHIC DESIGN SERVICES, WEEDING SUBSTATIONS ETC		
<b><u>CATEGORY 2</u></b>		
<b>PROVISION &amp; HIRE OF ITEMS DURING COMPANY EVENTS;</b>		
HIRE OF PUBLIC ADDRESS SYSTEM(PA)		
HIRE OF TENTS, TABLES, CHAIRS & DRAPPERY		
FLOWERS & POTTED PLANTS		
HIRE OF MODULAR EXHIBITION & DISPLAY PRODUCTS E.G. STANDS, FACIA DISPLAY BOARDS & ALUMINIUM OCTERNORM PANELS DURING ASK SHOWS		
<u>GRAPHIC DESIGN SERVICES</u>		
<b><u>CATEGORY 3</u></b>		
<b>WATER SUPPLY</b>		
OFFICE BOTTLED WATER REFILL		
SUPPLY OF WATER DISPENSERS		
BULK WATER SUPPLIERS(WATER BOOZERS)		
<b><u>CATEGORY 4</u></b>		
<b>SUPPLY OF BAR SOAP</b>		
<b><u>CATEGORY 5</u></b>		
<b>SUPPLY OF STAY BLOCKS</b>		
<b><u>CATEGORY 6</u></b>		
<b>SUPPLY OF SISAL ROPES</b>		
<b><u>CATEGORY 7</u></b>		
<b>SUPPLY OF STATIONERY, PRINTING PAPER PRINTED MATERIALS</b>		
<b>DOCUMENT BINDING SERVICES</b>		

<b><u>CATEGORY 8</u></b>		
<b>SUPPLY OF ELECTRICAL MATERIALS</b>		
FLUORESCENT TUBES		
RECHARGEABLE TORCHES		
EXTENSION CABLES		
END BOARDS		
METERING CABLES		
INTEGRATED TIMERS FOR STREET LIGHTING		
<b><u>CATEGORY 9</u></b>		
<b>SUPPLY OF WEED KILLER</b>		
<b><u>CATEGORY 10</u></b>		
<b>SUPPLY &amp; MAINTENANCE OF FIREFIGHTING APPLIANCES</b>		
EXAMINATION , SERVICING OF LIFTING & OTHER PLANT / EQUIPMENT		
<b><u>CATEGORY 11</u></b>		
<b>SUPPLY OF FURNITURE, BLINDING &amp; FURNISHINGS</b>		
<b><u>CATEGORY 12</u></b>		
<b>BUILDING &amp; CIVIL WORKS CONTRACTORS</b>		
<b><u>CATEGORY 13</u></b>		
<b>SUPPLY OF ICT EQUIPMENT, ACCESSORIES, SPARES &amp; CONSUMABLES</b>		
<b><u>CATEGORY 14</u></b>		
<b>SUPPLY, REPAIR &amp; MAINTENANCE OF AIR CONDITIONING SYSTEMS, SPLIT UNITS, FANS ETC</b>		
<b>CATEGORY 15</b>		
<b>SUPPLY OF HARDWARE, TOOLS, PAINTS, &amp; BUILDING MATERIALS.</b>		
<b>CATEGORY 16</b>		
<b>PROVISION OF WASTE EXHAUSTION SERVICES</b>		
<b>CATEGORY 17</b>		
<b>PROVISION OF SANITARY, FUMIGATION &amp; PEST CONTROL SERVICES</b>		
<b><u>CATEGORY 18</u></b>		
<b>PROMOTIONAL MATERIALS &amp; PERSONAL PROTECTIVE EQUIPMENT (SAFETY WEAR)</b>		
<b><u>CATEGORY 19</u></b>		
<b>REPAIR &amp; CALIBRATION OF TESTNG &amp; MEASURING TOOLS/EQUIPMENT</b>		

**\*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 KPLC intends to Registration and procure the above items from time to time over the period prescribed in the Appendix to Instructions to Candidates.

## SECTION V - SUMMARY OF EVALUATION PROCESS

SECTION VI - EVALUATION CRITERIA: Evaluation of duly submitted tenders will be conducted along the following stages: -

**6.1: Part 1 - Preliminary Evaluation Under Paragraph 3.28 of the ITT.** These are mandatory requirements. This shall include confirmation of the following: -

- 6.1.1 Submission of Declaration Form(s) duly completed and signed.
- 6.1.2 Submission and considering Tender Form duly completed and signed.
- 6.1.3 Submission and considering the following: -
  - a) Company or Firm's Registration Certificate
  - b) PIN Certificate.
  - c) Valid Tax Compliance Certificate.
- 6.1.4 That the Tender is valid for the period required.
- 6.1.5 Submission and considering the Confidential Business Questionnaire: -
  - a) Is fully filled.
  - b) That details correspond to the related information in the bid.
  - c) That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.
- 6.1.6 Submission and considering the Certificate of Confirmation of Directors and Shareholding CR12 if any one of the undertakings owns a significant interest in the Other or has at least one director or one substantial shareholder in common as per paragraph 3.2 and 3.41 of the ITT.

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

**6.2 Part II - Technical Evaluation Criteria Under Paragraph 3.30 of the ITT.**

Technical evaluation will apply to the following category **(1,3,4,5,10,12,16,17 and any other category if need be)**

Tenders will proceed to the Financial Stage only if they qualify in compliance with Part II above, Technical Evaluation under Paragraph

**6.3 Part III – Financial Evaluation Criteria Under Paragraph 3.31 of the ITT.**

**These are mandatory requirements.**

- 6.3.1 This will include the following: -
  - a) Checking submission of audited financial statements required which must be those that are reported within eighteen (18) calendar months of the date of the tender document. (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).

- b) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: -
  - i) Declared maximum value of business
  - ii) Shareholding and citizenship for preferences where applicable
- c) Taking into account the cost of any deviation(s) from the tender requirements.

6.4 The Successful Tenderer shall be the one whose tender is responsive and compliance with the evaluation criteria (preliminary, technical and financial)

**\*NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate prevailing on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.
3. 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.

**SECTION IX - TENDER FORM**

Date: í í í í í í í í í í í  
Tender Noí í í í í í í í í í í ..

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform, deliver, install and commission (*the latter two where applicable*) í í í í í í í í í í í í í í í . (*Insert goods, works and services description*) in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. We agree to abide by this Tender for a period of í í ..í ... days (**Tenderer please indicate validity of your Tender**) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
5. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorised person signing the Tender

---

Name and Designation of duly authorised person signing the Tender

---

Stamp or Seal of Tenderer

**\*NOTES:**

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

**SECTION VI- LETTER OF APPLICATION**

Date:í í í í í í í í í í í í  
Registration No. í í í í í í í í í í

**To:**

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

Ladies and Gentlemen,

1. Having read, examined and understood all of the registration information provided in the Registration 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 Registration for a **period of.....days (Candidate please indicate validity of your Registration )** from the date fixed for Registration opening as per the Registration 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 Registration 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 registration document are complete, true, and correct in every detail.

Yours sincerely,

\_\_\_\_\_  
Name of Candidate

---

Name and Capacity of authorised person signing the Application

---

Signature of authorised person signing the Registration

---

Stamp or Seal of Candidate

**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 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 í

Location of business premises í

Plot No. í í í í í í í í Street/ Road í í í í í í í í í í í í í ..

Postal Address í í í í í í í í í í .. Postal Code í í í í í í í í .

Tel No í í í í í í í í í í í í ..

Mobile and CDMA No í í í í í í í í .

E-mail: í ..

Nature of your business í ..

Registration Certificate No. í

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

Name of your Bankers í í í í í í í í í í ..Branch í í í í í í í .

\*Names of Candidate's contact person(s) í í í í í í í í í í í í í ..

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

Address, Tel, Fax and E-mail of the Candidate's contact person(s) í í í í í í .

í ..

í í



**Part 2 (a) Sole Proprietor**

Your name in full í .

Nationality í í í í í í í í í Country of origin í í í í í í í í í í ..

**Part 2 (b) Partnership**

Give details of partners as follows: -

Names	Nationality	Shares (%)
1. í .		
2. í .		
3. í .		
4. í .		
5. í .		

**Part 2 (c) Registered Company**

Private or Public í .

State the nominal and issued capital of company-

Nominal KSh. í í í í í í í í í í í í í í í í í í .

Total Issued KSh. í í í í í í í í í í í í í í .

Give details of all directors as follows

Name	Nationality	Shares (%)
1. í .		
2. í .		
3. í ..		
4. í ..		
5. í ..		

Name of duly authorized person to sign for and on behalf of the Registration... í í í í í í í í í ..

Capacity of the duly authorized person í í í í í í í í í í í í í .

Signature of the duly authorized person í í í í í í í í í í ..

**\*NOTES TO THE REGISTRARS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Candidate provided above shall at all times be used for purposes of this registration.*
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 VIII - DECLARATION FORM**

Date \_\_\_\_\_

**To:**

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

Ladies and Gentlemen,

The Registration i.e. (full name and complete physical and postal address) \_\_\_\_\_  
 declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Registration) of the Instruction to Registration.
- 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 Registration participating in this Registration.
- f) That I/We do hereby confirm that all the information given in this Registration is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_  
 Name of Registration

\_\_\_\_\_  
 Signature of duly authorised person signing the Registration

\_\_\_\_\_  
 Name and Capacity of duly authorised person signing the Registration

\_\_\_\_\_  
 Stamp or Seal of Registration

**SECTION IX - MANUFACTURER’S AUTHORIZATION FORM**

**(To Be Submitted On Manufacturer’s Letterhead)**

**To:**

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

**WHEREAS WE** í í í í í í í í í í í *(Name of the manufacturer)* who are established and reputable manufacturers of í í í í í í í í í í *(Name and description of the goods)* having factories at ..... *(full address and physical location of factory(i.e.) where goods to be supplied are manufactured)* do hereby confirm that í í í í í í í í í í í í í í í í *(Name and address of Supplier)* is authorized by us to transact in the goods required against your Registration í í í í í í í í í í í í *(Insert reference number and name of the Registration)* in respect of the above goods manufactured by us.

DATED THIS í í í í í .. DAY OF í í í í í í í í í í í í .20í í

\_\_\_\_\_  
Signature of duly authorised person for and on behalf of the Manufacturer.

\_\_\_\_\_  
Name and Capacity of duly authorised person signing on behalf of the Manufacturer

**NOTES TO REGISTRATIONS AND MANUFACTURERS**

*Only a competent person in the service of the Manufacturer should sign this letter of authority.*

## **SECTION X - THE TECHNICAL SPECIFICATIONS**

Technical specifications describe the basic requirements for goods. In addition to the information and documentation in the Registration document regarding the technical aspects of this Registration, all Candidates shall comply with the following -

### **PART A - GENERAL REQUIREMENTS**

1. Technical documentation shall be in English language. The specific items of interest shall be marked clearly for the goods under registration.
2. Candidates should note that the Detailed Technical Specifications are a guide on KPLC's requirements for the goods under registration.
3. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the testing and standards body used shall be provided.
4. Where Type Test Certificates and their Reports and or Test certificates and their Reports are translated into English, all pages of the translations must be signed and stamped by the testing authority.
5. A Copy of the manufacturer's valid quality management system certification i.e. ISO 9001 shall be submitted for evaluation. For locally manufactured goods this requirement is not mandatory but all Test Reports and Certificates shall be certified by the Kenya Bureau of Standard (KEBS) or its appointed agent(s), in which case a letter of Accreditation will be submitted.
6. In all cases where the level of galvanizing and painting is not specifically stated in the detailed Technical Specifications, the general requirement shall be for a uniform coating of thickness not less than 80 microns.