



**Kenya Power**

**PREQUALIFICATION NO. KP6/7.1/OT/233/18-19  
FOR  
PROVISION OF MOTOR VEHICLE GARAGE  
SERVICES, INJECTOR PUMP REPAIRS AND  
SUPPLIERS OF VEHICLES, PLANTS AND  
MOTOR CYCLE SPARES**

**DATE: OCTOBER 2018**

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

(DOCUMENT FOR PREQUALIFICATION FOR SERVICES)

THE KENYA POWER & LIGHTING COMPANY LIMITED  
ELECTRICITY HOUSE,  
NKURUMAH ROAD,  
P.O. BOX 90104-80100,  
MOMBASA,  
KENYA.

Telephones: +254-709645000

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

Email 1: [GOuma@kplc.co.ke](mailto:GOuma@kplc.co.ke)

2: [DChiro@kplc.co.ke](mailto:DChiro@kplc.co.ke)

3: [EM@kplc.co.ke](mailto:EM@kplc.co.ke)

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**SECTION I - INVITATION FOR PRE-QUALIFICATION (IFPO)**

**DATE: OCTOBER 2018**

**KP6/7.1/OT/233/18-19**

- 1.1 The Kenya Power & Lighting Company Ltd (KPLC) intends to pre-qualify eligible Candidates for **provision of motor vehicle garage services, injector pump repairs and suppliers of vehicles, plants and motor cycle spares** Interested eligible Candidates may obtain further information from the Superintendent, Transport Services - The Kenya Power & Lighting Company Ltd at KPLC- Electricity House, Nkurumah Road. P.O. Box 90104 – 80100, Mombasa, 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 Services for Pre-qualification  
A pre-qualification 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 pre-qualify service whose details of the description are provided at Section IV Detailed Description of the Service.
- 1.20 All Candidates whose applications will have been received before the closing and time will be advised in due course, of the results of their applications.

1.2 **Submission of Prequalification documents**

- 1.2.1 **This being an electronic tendering process, completed Tenders are to be uploaded into the KPLC procurement portal, Transport section so as to be received on or before 30<sup>th</sup> October, 2018 at 11 a.m.**

- 1.3 Prices  
Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.4 Opening of submitted Tenders  
Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in Electricity House, Nkurumah Road, Mombasa.

## SECTION II - PREQUALIFICATION SUBMISSION CHECKLIST

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

No.	Item	Tick Where Provided
1	Company Profile	
2	Confidential Business Questionnaire (CBQ)	
3	Declaration Form and letter of Application form	
4	Copy of PIN Certificate	
5	Copy of Valid Tax Compliance Certificate	
6	Copy of Company or Firm's Registration Certificate	
7	<p>Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) 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><b>OR</b></p> <p>Certified copies of bank statements covering a period of at least six months prior to the date of the prequalification document.</p>	
8	Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least four (4) previous customers (The youth, persons with disabilities and women to provide the four referees from their manufacturer)	
9	Any other document or item required by the Prequalification Document. (The Candidate shall specify such other documents or items it has submitted)	

### **\*NOTES TO CANDIDATES**

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

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## SECTION III - INSTRUCTIONS TO CANDIDATES

### 3.1 Definitions

In this Prequalification, 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 Prequalification Document” shall be **start date** specified on the KPLC Prequalification 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 Prequalification ” or the “Prequalification Document” or the Pre-qualification Prequalification document” includes its appendices and documents mentioned hereunder and any reference to this Prequalification 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 Prequalification” 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 “Prequalification”, 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 Prequalification 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 Pre-Qualification**

- 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 pre-qualification procedure as a basic procedure prior to adopting an alternative procurement method other than open requalification for the purpose of identifying the best few qualified firms for the subject
- 3.2.2 Notwithstanding any other provisions of this prequalification, the following are not eligible to participate in the Prequalification: -
  - 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 Prequalification er 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 Prequalification.
- 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 prequalification 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 Prequalification for future contracts to supply the goods, equipment and ancillary services.
- 3.3.3 The Prequalifications 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 pre-qualification for the goods, works and services.

### **3.4 Fresh Pre-Qualification**

- 3.4.1 At the end of the pre-qualification period, KPLC may conduct another pre-qualification process at which the existing Standing List will automatically expire.
- 3.4.2 At the fresh pre-qualification, all pre-qualified 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 Prequalification**

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

### **3.6 Contents of the Prequalification Document**

- 3.6.1 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) *Prequalification Submission Checklist*
  - c) *Instructions to Candidates*
  - d) *Appendix to Instructions to Candidates*
  - e) *Description of goods for pre-qualification.*
  - g) *Summary of the Evaluation Process*
  - j) *Letter of application.*
  - k) *Confidential Business Questionnaire Form*
  - m) *Notification of pre-qualification.*
  - n) *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 Prequalification Document. Failure to furnish all information required by the Prequalification Document or to submit a Prequalification 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 Prequalification.

### **3.6 Clarification of Documents**

- 3.6.1 A prospective Candidate requiring any clarification of the Prequalification Document may notify the Procurement Manager in writing or by post at KPLC's address indicated in the Invitation for Prequalification. KPLC 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 Prequalification s, 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 Prequalification 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 Prequalification.
- 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 Prequalification s or ignoring it.

### **3.7 Amendment of Documents**

- 3.7.1 At any time prior to the deadline for submission of Prequalification s, KPLC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Candidate, may modify the Prequalification documents by amendment.
- 3.7.2 All prospective Candidates that have received the Prequalification documents will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) which will be posted in the KPLC website.
- 3.7.3 In order to allow prospective Candidates reasonable time in which to take the amendment into account in preparing their Prequalification s, KPLC, at its discretion, may extend the deadline for the submission of Prequalification s.

### **3.8 Language of Prequalification**

The Prequalification prepared by the Candidate, as well as all correspondence and documents relating to the Prequalification , 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 Prequalification , 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 Prequalification and stamped with the Candidate’s stamp.

### **3.9 Documents Comprising the Prequalification**

The Prequalification 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 Prequalification.*

### **3.10 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 Prequalification 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 prequalification, documents establishing the Candidate’s eligibility to Prequalification and its qualifications to be pre-qualified.
- 3.13.2 The documentary evidence of the Candidate’s eligibility to Prequalification shall establish to KPLC’s satisfaction that the Candidate, at the time of submission of its Prequalification, 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 Prequalification is accepted shall be established to KPLC’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 Prequalification 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 Prequalification er upon actual award of a subsequent Prequalification .*

### **3.17 Validity of Prequalification**

3.17.1 Prequalification s shall remain valid for one hundred and twenty (120) days after the date of Prequalification opening as specified in the Invitation for Pre-qualification or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.23. A Prequalification 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 Prequalification validity period. The extension shall be made in writing. A Candidate shall not be required nor permitted to modify its Prequalification during the extended period.

### **3.18 Number of Sets of and Prequalification Format**

3.18.1 This being an E-procurement tender, all responses will be done in the E-portal. Willing candidates are advised to register in **KPLC E-portal, TRANSPORT SECTION**.

### **3.19 Preparation and Signing of the Prequalification**

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

3.19.4 The Prequalification 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 Prequalification

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

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

### **3.21 Deadline for Submission of Prequalification**

- 3.21.1 Prequalification s must be received by KPLC by the time and at the place specified in the Invitation for Prequalification.
- 3.21.2 KPLC may, at its discretion, extend this deadline for submission of Prequalification s by amending the pre-qualification 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.

### **3.22 Modification and Withdrawal of Prequalification s**

- 3.22.1 The Candidate may modify or withdraw its Prequalification after it has submitted it, resubmit in the portals before the tender opening date and time. i.e. prior to the deadline prescribed for submission of Prequalification s.
- 3.22.3 No Prequalification may be modified after the deadline for submission of Prequalifications.

### **3.23 Opening of Prequalification s**

- 3.23.1 KPLC shall electronically open all Prequalifications promptly after the close of submission at the location specified in the Invitation for Prequalification 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.
- 3.23.2 The Candidate's names, such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.23.3 KPLC will prepare Minutes of the Prequalification opening.

### **3.24 Clarification of Prequalification**

- 3.24.1 To assist in the examination, evaluation and comparison of Prequalification s KPLC may, at its discretion, ask the Candidate for a clarification of its Prequalification. The request for clarification and the response shall be in writing, and no change in the substance of the Prequalification shall be sought, offered, or permitted.
- 3.24.2 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.

### **3.25 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 pre-qualification requirements. This shall include the quality management system.

KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection.

- 3.16.2 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 Prequalification Evaluation**

- 3.26.1 KPLC will determine the responsiveness of each Prequalification. For purposes of this pre-qualification, a responsive Prequalification is one that conforms to all the requirements of the Evaluation. KPLC's determination of a Prequalification's responsiveness is to be based on the contents of the Prequalification itself without recourse to extrinsic evidence.
- 3.26.3 If a Prequalification 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 Pre-qualification 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 Prequalification s, information relating to the examination, clarification, evaluation and comparisons of Prequalification 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 Prequalification s and information or decisions concerning award of Contract may result in the rejection of the Candidate's Prequalification.

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

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

**3.31 Prequalification Evaluation Period**

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

**3.32 Debarment of a Candidate**

A Candidate who gives false information in the Prequalification 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 Prequalification.

**3.36 Approval of Pre-qualification**

3.36.1 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 Prequalification and inspection when conducted.

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

3.36.3 KPLC shall assign repair works 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 prequalification 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 Prequalification validity, KPLC shall notify the successful Candidate(s) in writing that its Prequalification has been approved.
- 3.37.2 The notification of appointment shall constitute the formation of the contract for repairs services as and when required basis.
- 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 Pre-qualification**

- 3.38.1 At the same time as KPLC notifies the approved Candidate that its Prequalification 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.

**3.39 Signing of Contract (this being a prequalification there shall be no contract)**

- 3.39.1 At the same time as KPLC notifies the successful Tenderer that its prequalification has been accepted, KPLC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.39.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC within that period of fourteen (14) days.
- 3.39.3 KPLC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award and not later than thirty (30) days after expiry of tender validity. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.40.
- 3.39.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled
- 3.39.5 Paragraph 3.38 together with the provisions of this paragraph 3.39 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.39.4.



**3.40 Performance Security (being a prequalification process, no performance security will be required)**

- 3.40.1 Within twenty one (21) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be either one or a combination of the following:
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
  - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
  - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 3.40.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.40.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.40.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.40.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.40.6 Paragraph 3.38, 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.39.4.

**3.41 Corrupt or Fraudulent Practices**

3.41.1 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 Prequalification submission) designed to establish Prequalification prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*

3.41.2 KPLC will reject a Prequalification if it determines that the Candidate recommended for approval has engaged in corrupt or fraudulent practices in competing for the pre-qualification.

3.41.3 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 Prequalification 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.	<b>3.2.1 Eligible Candidates</b>	<i>This tender is open tender to garages within the vicinity of the county (Nairobi County, not exceeding 10km outside the county). Interested service providers should register in KPLC e-portal, Transport section to enable them participate.</i>
2	<b>3.3 3 Post – Qualification</b>	<i>Only successful identified pre-qualified garages and spare parts dealers /agents will be engaged to carry out repairs and related services. Due diligence will be carried out to establish potential and quality of the prequalified service and parts providers.</i>
2.	<b>3.9 (b) Documentary evidence of Candidate’s eligibility to qualify</b>	<i>Bidders shall be required to provide evidence of ownership of the spares warehouses/outlets, workshop tools, certificates, employment contracts &amp; testimonials of their staff and documentary evidence of their insurance covers and firefighting equipment.</i>
3.	<b>3.13.3 (b) Documentary evidence of financial capability</b>	<i>Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the prequalification document or 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>
4.	<b>3.35.2 Mode of Award</b>	<i>All firms that meet the criteria for qualification shall be pre-qualified to provide spares &amp; repair services on as and when required basis.</i>

# **AREAS OF INTEREST.**

**(TICK BELOW APPROPRIATELY)**

(TICK BELOW APPROPRIATELY)

**SECTION IV – REGISTRATION AREAS OF INTEREST (Tick as Appropriate)**

	AREA OF INTEREST (TICK APPROPRIATELY)	DEPOT(S) OF REGISTRATION/ INTEREST – PICK FROM LIST Below
CATEGORY 1: TRANSPORT		
1.1 Provision of Repairs & Servicing for Motor Vehicles, Motor Cycles & Plant (Garages)		
1.2 Provision of Repairs & Servicing for Motor Cycles (Garages)		
1.3 Provision of Injector pump & nozzles, servicing and repairs services.		
1.4 Provision of Machining & engineering works		
1.5 Supply of Motor Vehicles & Plant spare parts – (Shops/outlets)		
1.6 Supply of Motor Cycles spare parts – (Shops/outlets)		

**SECTION V - SUMMARY OF EVALUATION PROCESS**

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

**a) MANDATORY PRELIMINARY REQUIREMENTS (all categories).**

<b>No.</b>	<b>Item</b>
1	Copy of Company or Firm's Registration Certificate
2	Copy of PIN Certificate
3	Copy Of Valid tax compliance certificate
4	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the prequalification document or 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).
5	Letter of Application fully completed and signed
6	Declaration form duly completed and signed
7	Confidential Business Questionnaire (CBQ) is fully filled and details correspond to the related information in the prequalification.
8	Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign tenderers)

**TECHNICAL EVALUATION FOR GARAGES(MOTOR VEHICLES & PLANT)**

	<b>TECHNICAL EVALUATION ( FOR GARAGES)</b>	<b>STATUS</b>	<b>RATING (MARKS)</b>	<b>SCORE</b>
<b>A</b>	<b><u>Security</u></b>			
1	Perimeter wall		7	
2	Security guard		7	
3	Alarm system/electric fence		3	
<b>B</b>	<b><u>W/Shop tools and equipments</u></b>			
1	Tool boxes		10	
2	Arc welding Machine		4	
3	Gas welding equipment		6	
4	Trolley jack		5	
5	Safety stands		5	
6	Greasing equipment		4	
7	Fire fighting equipment		5	
8	Spray painting equipment		5	
9	Inspection/ramp pit		5	
10	Engine hoist		4	
11	Other tools& equipment		8	
<b>C</b>	<b><u>Staff</u></b>			
	Mechanics		10	
	Electricians		7	
	Panel beaters/painters		5	
	<b>TOTAL</b>		<b>100</b>	

**TECHNICAL EVALUATION FOR MOTOR CYCLE  
GARAGES**

	<b>TECHNICAL EVALUATION ( FOR GARAGES)</b>	<b>STATUS</b>	<b>RATING (MARKS)</b>	<b>SCORE</b>
A	<b><u>Security</u></b>			
	Perimeter wall/security guards/alarm system/electric fence.		20	
B	<b><u>Body works:</u></b> Gas welding, painting		30	
C	<b><u>W/Shop tools and equipments</u></b>			
	Tool boxes & accessories		20	
D	<b><u>Staff</u></b>			
	Mechanics/electrician/painters		30	
	<b>TOTAL</b>		<b>100</b>	



## TECHNICAL EVALUATION FOR INJECTOR PUMPS

	<b>TECHNICAL EVALUATION FOR INJECTOR PUMPS.</b>	<b>STATUS</b>	<b>RATING (MARKS)</b>	<b>SCORE</b>
A	<b><u>Security</u></b>			
	Perimeter wall/security guards/alarm system/electric fence.		20	
B	Diesel injector repairs tool kit		15	
C	<b><u>W/Shop tools and equipments</u></b>			
	Diesel pump test bench		25	
	Injector & glow plug removal kit		10	
	Diesel system spare part		10	
D	<b><u>Staff</u></b>			
	Mechanics/electrician and other qualified staff		20	
	<b>TOTAL</b>		<b>100</b>	

## TECHNICAL EVALUATION FOR MACHINING & ENGINEERING

	<b>TECHNICAL EVALUATION FOR MACHINING &amp; ENGINEERING</b>	<b>STATUS</b>	<b>RATING (MARKS)</b>	<b>SCORE</b>
<b>A</b>	<b><u>Security</u></b>			
	Perimeter wall/security guards/alarm system/electric fence.		20	
<b>C</b>	<b><u>W/Shop tools and equipments</u></b>			
	Workshop machines		40	
	Other necessary hand tools		10	
<b>D</b>	<b><u>Staff</u></b>			
	Mechanics/electrician and other qualified staff		30	
	<b>TOTAL</b>		<b>100</b>	

**TECHNICAL EVALUATION FOR SPARE PARTS  
SUPPLIERS (OUTLETS):**

Submit trading certificates

Indicate area of specialization ( make and models of vehicles)

Parts catalogues

If bidder has any outlets, give list and location of the outlets.

**NOTE: Persons classified under the Special Groups (PWDS) are encouraged to participate and are requested to attach valid statutory documents to confirm status.**

## **SECTION VII – GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and KPLC’s guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

### **7.1 Definitions**

In this contract, the following terms shall be interpreted as follows: -

- a) *“Day” means calendar day and “month” means calendar month.*
- b) *“The Contract” means the agreements entered into between KPLC and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- c) *“The Contract Price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.*
- d) *“The Services” means services or art thereof to be provided by the Contractor and includes all of the materials and incidentals, which the Contractor is required to perform and provide to KPLC under the contract.*
- e) *“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).*
- f) *“The Contractor” means the individual or firm providing the services under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.*
- g) *Wherever used in the contract, “performance” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services have been performed in accordance with the Contract and where KPLC does not signify its approval to the Contractor, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of documented completion of performance of the service.*

**7.2 Application** These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

### **7.3 Standards**

The Services supplied under this contract shall conform to the standards mentioned in the Details of Service.

### **7.4 Use of Contract Documents and Information**

- 7.4.1 The Contractor shall not, without KPLC's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.
- 7.4.2 The Contractor shall not, without KPLC's prior written consent, make use of any document or information enumerated in clause 7.4.1 above.
- 7.4.3 Any document, other than the contract itself, enumerated in clause 7.4.1 shall remain the property of KPLC and shall be returned (including all copies) to KPLC on completion of the Contractor's performance under the contract if so required by KPLC.

### **7.5 Patent Rights**

The Contractor shall indemnify KPLC against all third party claims of infringement of patent, trademark, or industrial design rights arising from provision of the services or any part thereof.

### **7.6 Performance Security**

- 7.6.1 Within twenty one (21) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following:-
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
  - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.6.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the

next lowest evaluated Tenderer that its Tender has been accepted.

- 7.6.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.
- 7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 7.6.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.
- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

## **7.7 Inspection and Tests**

- 7.7.1 KPLC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 7.7.4 Should any inspected or tested services fail to conform to the specifications, KPLC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.

7.7.5 KPLC’s right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KPLC or its representative(s)

prior to the services performance / delivery.

7.7.6 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor’s or sub-contractor’s document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPLC.

7.7.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

**7.8 Packaging and Labelling**

7.8.1 Where applicable, the Contractor shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

7.8.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.

7.8.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.

7.8.4 The materials and equipment shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.

7.8.5 The Contractor shall enclose a packing list in each package and all documents relating to the Order shall show the Tender reference number and name against the items or package as follows:-

*The Kenya Power and Lighting Company Limited,  
Tender Number.....Name of Tender .....  
Care Of The Procurement Manager,  
Nairobi, Kenya.*

**7.9 Delivery and Documents for Materials/ Equipment**

7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the Contractor to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements or as may be otherwise indicated.

7.9.2 The Contractor shall notify KPLC of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -

- a) *Contractor's invoice showing the materials/ equipment description, quantity, unit price and total price*
- b) *Delivery note*
- c) *Packing list identifying contents of each package*

7.9.3 It is the responsibility of the Contractor to ensure that the delivery documents are received by KPLC at the designated delivery point at the time of delivery.

## **7.10 Insurance**

7.10.1 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.

7.10.2 The Contractor shall (*except in respect to losses, injuries or damage resulting from any act or neglect of KPLC*) indemnify and keep indemnified KPLC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

## **7.11 Payment**

7.11.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.

7.11.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (*RTGS*) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.

7.11.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–

- a) *Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.*
- b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
- c) *The maximum number of extensions and amendments shall be limited to two (2).*
- d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*



- e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
- f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
- g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.*
- h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*

7.11.4 KPLC shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for any decline.

## **7.12 Interest**

Interest payment by KPLC is inapplicable in the contract.

## **7.13 Prices**

7.13.1 Subject to clause 7.14 herein below, prices charged by the Contractor for services performed under the contract shall be fixed for the period of the contract with no variations.

7.13.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

## **7.14 Variation of Contract**

KPLC and the Contractor may vary the contract only in accordance with the following: -

- a) *the quantity variation for goods and services shall not exceed ten percent (10%) of the original contract quantity.*
- b) *the quantity variation must be executed within the period of the contract.*

## **7.15 Assignment**

The Contractor shall not assign in whole or in part its obligations to perform under this contract, except with KPLC's prior written consent.

## **7.16 Subcontracts**

7.16.1 The Contractor shall notify KPLC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.

7.16.2 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

### **7.17 Termination of Contract**

7.17.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -

- a) *if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KPLC.*
- b) *if the Contractor fails to perform any other obligation(s) under the contract.*
- c) *if the Contractor, in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- d) *by an act of force majeure.*
- e) *if the Contractor becomes insolvent or bankrupt*
- f) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- g) *if the Contractor abandons or repudiates the Contract.*

7.17.2 In the event that KPLC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Contractor shall be liable to KPLC for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPLC.

7.17.3 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

7.17.4 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

### **7.18 Liquidated Damages**

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due

services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

### **7.19 Warranty**

- 7.19.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.
- 7.19.2 This Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been performed as indicated in the contract.
- 7.19.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.19.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.
- 7.19.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

### **7.20 Resolution of Disputes**

- 7.20.1 KPLC and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 7.20.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before a recognized local forum for the resolution of disputes.

### 7.21 Language and Law

The language of the contract and the law governing the contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

### 7.22 Waiver

Any omission or failure by KPLC to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Contractor shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KPLC's powers and rights as expressly provided in and as regards this contract.

### 7.23 Force Majeure

7.23.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
- b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
- c) *rebellion, revolution, insurrection, military or usurped power & civil war;*
- d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
- e) *un-navigable storm or tempest at sea.*

7.23.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.

7.23.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.

7.23.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify KPLC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by KPLC.

- 7.23.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 7.23.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

### **SECTION VIII – SPECIAL CONDITIONS OF CONTRACT**

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and KPLC's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by KPLC if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

<b>No.</b>	<b>GCC Reference Clause</b>	<b>Particulars of SCC</b>
1.	<b>7.11.1 Terms of Payment</b>	<i>Payment shall be made 30 days after submission of all payment documents</i>

**SECTION VI- LETTER OF APPLICATION**

Date:  
Prequalification No.

**To:**

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

Ladies and Gentlemen,

1. Having read, examined and understood 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 Prequalification for a **period of.....days (Candidate please indicate validity of your Prequalification )** from the date fixed for Prequalification opening as per the Prequalification Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. This application, together with your written appointment thereof, shall not constitute a contract between us nor commit KPLC to any actual Prequalification 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 document are complete, true, and correct in every detail.

Yours sincerely,

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

---

Name and Capacity of authorised person signing the Application

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Signature of authorised person signing the Prequalification

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Stamp or Seal of Candidate

**NOTES:-**

1. KPLC 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 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.....

Location of business premises.....

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

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

Tel No.....

Facsimile.....

Mobile and CDMA No.....

E-mail:.....

Nature of your business .....

Registration Certificate No.....

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

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

\*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 .....

Nationality .....Country 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 KSh. ....

Total Issued KSh. ....

Give details of all directors as follows

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

Name of duly authorized person to sign for and on behalf of the Prequalification er  
.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

**\*NOTES TO THE PREQUALIFICATIONERS 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.*
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 – 00100,  
 Stima Plaza, Kolobot Road, Parklands,  
 Nairobi,  
KENYA.

Ladies and Gentlemen,

The Prequalification er 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 Prequalification ers) of the Instruction to Prequalification ers.
- 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 Prequalification er participating in this Prequalification.
- f) That I/We do hereby confirm that all the information given in this Prequalification is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_  
 Name of Prequalification er

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

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

\_\_\_\_\_  
 Stamp or Seal of Prequalification

**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 – 00100,  
Nairobi, Kenya.

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

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

\_\_\_\_\_  
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 PREQUALIFICATION ERS AND MANUFACTURERS**

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

