



TENDER NUMBER KPPF/PROC/2-B/04/2020

SUPPLIER REGISTRATION FOR LEGAL SERVICES

MARCH 2020

Stima Plaza Annex, Kolobot Road,
P.O. Box 1548 - 00600
Nairobi, Kenya.

TEL NO: 254-20-3201020 or 0711 031 007/3

EMAIL: tenders@kppf.co.ke

ONE ENVELOPE TENDER

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

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SUPPLIER REGISTRATION NOTICE

The Kenya Power Pension Fund (KPPF) intends to do supplier registration for eligible candidates for **SUPPLIER REGISTRATION FOR LEGAL SERVICES TENDER NO. KPPF/PROC/2-B/04/2020**

1.1 Interested firms may obtain further information on the tender document from;

Kenya Power Pension Fund Offices, 3rd Floor, Stima plaza Annex
Kolobot Road,
P.O Box 1548 – 00600
Nairobi, Kenya.
Tel No: 254-20-3201020 or 0711 031020 or 0711 031007
Email: tenders@kppf.co.ke

1.2 Tendering will be conducted through the Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015, the Public Procurement and Disposal Regulations, 2006 and Amendment Regulations (2013) Nos. 106 and 114.

1.3 Tender documents detailing the requirements may be viewed and downloaded from the KPPF website (www.kppf.co.ke) as from **10th March 2020** at no cost.

1.4 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered. KPPF will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe contents of this paragraph.

1.5 Completed Tenders are to be enclosed in a plain sealed envelope (**ORIGINAL & COPY**) marked with the **tender reference number** and **name** and be deposited in the Tender Box next to the lift lobby located at Kenya Power Pension Fund Offices Stima Plaza Annex, Ground Floor, Kolobot Road, Nairobi, Kenya so as to be received on or before **Friday 3rd April 2020 AT 11:00 AM**

1.6 All tenders will be opened promptly thereafter in their presence or their representatives who choose to attend in Kenya Power Pension Fund, 3rd Floor, Ndovu meeting room at Stima Plaza Annex, Kolobot Road, Parklands, Nairobi.

1.7 All Candidates whose applications will have been received before the closing date and time will be advised of the results of their applications. Only bidders qualified under this supplier registration process will be invited to tender.

OUR MISSION

To deliver value and quality of life in retirement for our members

OUR VISION

To be the best-in-class occupational pension scheme in Sub-Saharan Africa

CORE VALUES

Integrity

Accountability

Courteous

Stewardship

SECTION II - TENDER SUBMISSION CHECKLIST

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

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

No.	Item	Tick Where Provided
1.	Declaration Form	
2.	Duly completed letter of application	
3.	Schedule of requirements	
4.	Copy of company or firms registration certificate or AGPO certificate	
5.	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers	
6.	Copy of Valid Tax Compliance Certificate	
7.	Confidential Business Questionnaire (CBQ)	
8.	a. Company profile for services required b. Copy of valid Law Society of Kenya Practicing License	

SECTION III - DEFINITIONS

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

- a) "The Procuring Entity" means The Kenya Power Pension Fund (hereinafter abbreviated as KPPF).
- b) "The Candidate" means the person(s) submitting its application for the Supplier registration for the supply, installation and commissioning (where applicable) of the goods, equipment and ancillary services in response to the Invitation for Supplier registration.
- c) reference to "the tender" or the "Tender Document" includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.
- d) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
- e) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
- f) 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.
- g) "Date of Tender Document" shall begin with the first day and end on the last day of the month appearing on the cover page of the registration tender document.
- h) Where there are two or more persons included in the expression the "Candidate", any act of default or omission by the Candidate shall be deemed to be an act, default or omission by any one or more of such persons.
- i) "Day" means calendar day and "month" means calendar month.
- j) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution;
- k) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPPF, and includes collusive practice among Candidates (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPPF of the benefits of free and open competition.

- m)* KPPF's "authorized person" shall mean its CEO & Trust Secretary who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPPF staff delegated with such authority.
- n)* "Citizen suppliers"-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.
- o)* "Local suppliers"- a firm shall be qualified as a local supplier if it is registered in Kenya.

3.1 Eligibility

3.1.1 This Invitation to register suppliers is open to all Candidates eligible as described in the Appendix to Instructions to Candidates.

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

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

3.1.3 Successful Tenderers shall supply the goods in accordance with this tender and the ensuing contract. Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender: -

- a) KPPF's employees, its Board or any of its committee members.
- b) Any tenderer submitting false, inaccurate or incomplete information about their qualifications.
- c) where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-supplier has substantial or controlling interest and is found to be in contravention of the provisions of section 3.1.2 above

3.1.4 the Candidate shall furnish, as part of its Tender, documents establishing the Candidate's eligibility to tender and its qualifications to be registered.

3.2 Post – Qualification

3.2.1 KPPF will from time to time issue tenders for the said services.

3.2.2 Only successful identified qualified candidates who are in KPPF's Standing List may be invited to tender.

3.2.3 The tenders for future contracts to be issued will be over a period of **two (2) years** to Candidates from the date of appointment or as otherwise may be extended. After this period KPPF may conduct another supplier registration process.

3.3 **Fresh Supplier Registration**

- 3.3.1 At the end of the Supplier Registration period, KPPF may conduct another Supplier Registration process at which the existing Standing List will automatically expire.
- 3.3.2 At the fresh Supplier Registration, all qualified candidates in the Standing List shall be required to re-apply if they so wish to be in the new Standing List.

3.4 **Cost of Tendering**

- 3.4.1 The Candidate shall bear all costs associated with the preparation and submission of its Tender, and KPPF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.4.2 The Registration tender Document shall be free of charge.

3.5 **Contents of the Registration Tender Document**

- 3.5.1 The registration tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with clause 3.7 of these Instructions to Candidates: -
 - a) *Supplier Registration notice*
 - b) *Instructions to Candidates*
 - c) *Appendix to Instructions to Candidates*
 - d) *Description of goods/services for Supplier registration.*
 - e) *Evaluation criteria*
 - f) *Confidential Business Questionnaire Form*
 - g) *Notification of Supplier registration.*

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

3.6 **Clarification of Documents**

- 3.6.1 A prospective Candidate requiring any clarification of the registration tender document may notify the Procurement Officer in writing or by post at KPPF's address indicated in the Supplier registration notice. KPPF will respond in writing to any request for clarification of the registration tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPPF. Written copies of KPPF's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Candidates that have duly received the Tender Document.
- 3.6.2 KPPF shall reply to any clarifications sought by the Candidate within three (3) days of receiving the request to enable the Candidate make timely submission of its Tender.

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

3.7 Amendment of Documents

- 3.7.1 At any time prior to the deadline for submission of Tenders, KPPF, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Candidate, may modify the tender documents by amendment.
- 3.7.2 All prospective Candidates that have received the registration tender document 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 Tenders, KPPF, at its discretion, may extend the deadline for the submission of Tenders.

3.8 Language of Tender

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

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the tenderers shall include but not be limited to Documentary evidence in appendix to instructions to tenderers.

3.10 Letter of Application

The Candidate shall complete the Letter of Application and all other documents furnished in the registration tender document attaching all documents required noting to include originals where necessary. The Candidate should also indicate the items they can tender for and their location if registered, amongst other information required.

3.11 Validity of Tenders

- 3.11.1 Tenders shall remain valid for **One Hundred (120) days** after the date of tender opening or as otherwise may be prescribed by KPPF. A Tender that is valid for a shorter period shall be rejected by KPPF as non-responsive. In exceptional circumstances, KPPF may extend the Tender validity period. The extension shall be made in writing. A Candidate shall not be required nor permitted to modify its tender during the extended period.

3.12 Number of Sets of and Tender Format

- 3.12.1 The Candidate shall prepare **two complete sets of its Tender**, identifying and clearly marking the "ORIGINAL TENDER" and "COPY OF TENDER" as appropriate. Each set shall be properly bound. The copy shall be a replica of the Original. The copy will be deemed to contain the same information as the Original.
- 3.12.2 Where there is any discrepancy between the Original and the Copy of the Candidate's documents, the Original shall govern.
- 3.12.3 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.
- 3.12.4 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Format.
- 3.12.5 If the envelopes or packages are not sealed and marked as required by this paragraph, KPPF will assume no responsibility whatsoever for the Tender's misplacement or premature opening.

3.13 Preparation of the Tender

- 3.13.1 The Original and the copy of the Tender shall be typed or written in indelible ink. They shall be signed by the Candidate or a person or persons duly authorized to bind the Candidate.
- 3.13.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
 - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*
- In either case above, the Power of Attorney shall accompany the Tender.
- 3.13.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.13.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Candidate, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 3.13.5 KPPF will assume no responsibility whatsoever for the Candidate's failure to comply with or observe the entire contents of this paragraph 3.13.
- 3.13.6 The Candidate shall prepare two complete sets of its Tender, identifying and clearly marking the "ORIGINAL TENDER" and "COPY OF TENDER" as appropriate. Each set shall be properly bound. The copy shall be a replica of the Original. The copy will be deemed to contain the same information as the Original.
- 3.13.7 Where there is any discrepancy between the Original and the Copy of the Candidate's documents, the Original shall govern.
- 3.13.8 The Candidate shall seal the Original and the copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL" and "COPY OF TENDER". The envelopes or packages shall then be sealed in outer envelopes or packages.
- 3.13.9 The inner and outer envelopes or packages shall -

- a) *be addressed to KPPF at the address given,*
- b) *bear the tender number and name as per the Supplier Registration notice and the words, " **DO NOT OPEN BEFORE** ' ' as specified.*

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

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

3.14 **Deadline for Submission of Tenders**

3.14.1 Tenders must be received by KPPF by the time and at the place specified in the Registration notice.

3.14.2 KPPF may, at its discretion, extend this deadline for submission of Tenders by amending the Supplier registration tender documents, in which case all rights and obligations of KPPF and the Candidate's previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.15 **Modification and Withdrawal of Tenders**

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

3.15.2 The Candidate's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.12, 3.13 and 3.14. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

3.15.3 No Tender may be modified after the deadline for submission of Tenders.

3.16 **Opening of Tenders**

3.16.1 KPPF shall open all Tenders promptly after the close of submission at the location specified in the tender document 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.

3.16.2 The Candidate's names, tender modifications or withdrawals and such other details as KPPF, at its discretion, may consider appropriate, will be announced at the opening.

3.16.3 KPPF will prepare Minutes of the tender opening and in the presence of the Tenderer's or their representatives who choose to attend.

3.17 **Clarification of Tenders**

- 3.17.1 To assist in the examination, evaluation and comparison of Tenders KPPF may, at its discretion, ask the Candidate for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the substance of the Tender shall be sought, offered, or permitted.
- 3.17.2 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.

3.18 **Due Diligence**

- 3.18.1 KPPF or its representative(s) shall have the right to conduct due diligence of the Candidate's capacity, equipment, premises, and to confirm their conformity to the pre-qualification requirements. This shall include the quality management system. KPPF's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection.
- 3.18.2 KPPF shall meet its own costs of the any inspection or due diligence. Where conducted on the premises of the Candidate(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to KPPF.
- 3.18.3 Inspection Report shall be completed upon conclusion of the inspection. This Report will be considered at time of evaluation and or approval as registered.

3.19 **Tender Evaluation**

- 3.19.1 KPPF will determine the responsiveness of each Tender. For purposes of this supplier registration, a responsive Tender is one that conforms to all the requirements of the Evaluation. KPPF's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.19.2 If a Tender is not responsive, it will be rejected at the earliest stage of evaluation by KPPF and cannot subsequently be made responsive by the Candidate by correction of any non-conformity.
- 3.19.3 Supplier registration will be based on meeting the requirements to pass in the criteria set out in the Evaluation Criteria set.

3.20 **Confidentiality**

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

3.21 **Minor Deviations, Errors or Oversights**

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

3.22 Tender Evaluation Period

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

3.23 Confirmation of Qualification for Appointment on the Standing List

3.23.1 KPPF may confirm to its satisfaction whether the Candidate that is identified is qualified for appointment.

3.23.2 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, as well as confirmation of such other information as KPPF deems necessary and appropriate. This may include factory and other facilities inspection and audits.

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

3.24 Approval of Supplier registration

3.24.1 The approval of Supplier 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 Tender and inspection when conducted.

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

3.24.3 KPPF shall invite tenders as and when it requires from only the Candidates who have been registered, subject to applicable thresholds.

3.25 Termination or cancellation of Procurement Proceedings

3.25.1 KPPF may at any time terminate Registration proceedings before approval and shall not be liable to any person for the termination.

3.25.2 KPPF shall give prompt notice of the termination to all the Candidates who submitted tenders and, give its reasons for termination within fourteen (14) days.

3.26 Notification of Appointment

3.26.1 Prior to the expiration of the period of tender validity, KPPF shall notify the successful Candidate(s) in writing that its Tender has been approved.

3.26.2 The notification of appointment shall not constitute the formation of the contract.

3.26.3 Simultaneously, on issuance of Notification of Appointment to the successful Candidate(s), KPPF shall notify each unsuccessful Candidate.

3.27 Acceptance of Supplier registration

3.27.1 At the same time as KPPF notifies the approved Candidate that its Tender has been approved, KPPF will send the Candidate a copy of the Notification of Appointment together with any other necessary documents incorporating all agreements between the Parties.

3.27.2 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 KPPF.

3.27.3 Failure of the successful Candidate(s) to sign and return the copy of the Notification of Appointment, the Appointment shall stand nullified.

3.28 **Corrupt , Coercive, Obstructive, Collusive or Fraudulent Practices**

3.28.1 No candidate shall be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice during the procurement process and execution of contracts.

3.28.2 KPPF will reject a tender if it determines that the Candidate recommended for approval has engaged in corrupt, coercive, obstructive, collusive or practices in competing for the pre-qualification.

SECTION IV - APPENDIX TO INSTRUCTIONS TO CANDIDATES

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

ITC Reference Clause	Particulars of Appendix
3.2.1 Eligible Candidates	<i>This Invitation to Tender is open to all companies registered in Kenya</i>
3.327 Appointment	<i>Compliance to all the mandatory requirements in the evaluation criteria</i>
3.3 Duration of Supplier Registration	<i>2 years</i>

SECTION V - SCHEDULE OF REQUIREMENTS

SUPPLIER REGISTRATION FOR LEGAL SERVICES TENDER NO. KPPF/PROC/2-B/04/2020

NO.	DESCRIPTION
1.	Provision for Legal Services

Yours sincerely,

Name of Candidate

Name and Capacity of authorized person signing the price schedule

Signature of authorized person signing the Tender

***NOTES:**

1. Candidate, please note that KPPF intends to tender and procure the above from time to time over the period prescribed in the Appendix to Instructions to Candidates.

SECTION VI - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted following the criteria below :

No.	Item
1.	Declaration Form
2.	Duly completed letter of application
3.	Copy of company or firms registration certificate or AGPO Certificate
4.	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law
5.	Copy of Valid Tax Compliance Certificate
6.	Confidential Business Questionnaire (CBQ)
7.	Schedule of requirements
8.	a. Company profile for services required b. Copy of valid Law Society of Kenya Practicing License

NOTES ON EVALUATION CRITERIA : Above are all mandatory requirements

SECTION VII- LETTER OF APPLICATION

Date:

Tender No.....

To:

The Kenya Power Pension Fund, Stima Plaza Annex,
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood all of the Supplier registration information provided in the registration tender document, the receipt of which is hereby duly acknowledged, we, the undersigned Candidate, hereby apply to be registered by yourselves as a potential bidder for the item(s) as indicated by us in Section V Schedule of requirements.
2. We agree to abide by this Tender for a **period of.....days (Candidate please indicate validity of your tender)** from the date fixed for tender opening as per the registration tender 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 KPPF to any actual tender or amount of contract.
4. We understand that you are not bound to accept any application you may receive.
5. We declare that the statements made and the information provided in our registration tender document are complete, true, and correct in every detail.

Yours sincerely,

Name of Candidate

Name and Capacity of authorized person signing the Application

Signature of authorized person signing the Tender

Stamp or Seal of Candidate

NOTES:-

1. KPPF requires a validity period of at least One Hundred Twenty (**120**) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION VIII- DECLARATION FORM

Date _____

To

The Kenya Power Pension Fund,
P.O Box 1548 – 00600,
Stima Plaza, Kolobot Road, Parklands, Nairobi,
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) _____

_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are **not** associated with any other Tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION IX - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

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

Names	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

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

Designation of the duly authorized person.....

Signature of the duly authorized person.....

***NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

- 1. The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
- 2. If a Kenyan citizen, please indicate under "Citizenship Details" whether by birth, naturalization or registration.*
- 3. The details on this Form are essential and compulsory for all Tenderers. The CR12 must be attached. Failure to provide all the information requested shall lead to the Tenderer's disqualification.**
- 4. For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

SECTION X – DRAFT LETTER OF NOTIFICATION OF AWARD FOR SUPPLIER REGISTRATION

To:
(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD SUPPLIER REGISTRATION OF TENDER NO.

We refer to your bid on the above-mentioned tender.

We are pleased to inform you that you have been registered as a supplier for a period of two years effective from.....

Please sign and stamp this copy and return it to the Kenya Power Pension Fund, Procurement Office if this acceptable to you.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,
For: **TRUSTEES**

CEO & TRUST SECRETARY

Signed for and on behalf of: **M/s**

Full Name:

Signature.....and Official Stamp

in the capacity of.....(title of officer signing).

Date

Company Telephone number: Or Mobile Number.....

Email.....