



TENDER NO.KPPF /PROC/2-B/03/18

SUPPLIER REGISTRATION FOR SUPPLY OF OFFICE MILK AND BEVERAGES

YOUTH, WOMEN AND PERSONS WITH DIABILITY

MARCH 2018

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

TEL NO: 254-20-3201020

EMAIL: tenders@kplcpensionfund.co.ke

**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 register eligible candidates for **SUPPLIER REGISTRATION FOR SUPPLY OF OFFICE MILK AND BEVERAGES TENDER NO. KPPF /PROC/2-B/03/18**

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

PROCUREMENT OFFICER,
Kenya Power Pension Fund, Stima plaza ground Floor, Kolobot Road,
P.O Box 1548 – 00600
Nairobi, Kenya.
TEL NO: 254-20-3201020
EMAIL: tenders@kplcpensionfund.co.ke

1.2 Tender documents detailing the requirements may be viewed and downloaded from the KPPF website (www.kplpensionfund.co.ke) as from **06.03.2018** at no cost.

1.3 Completed Tenders are to be enclosed in plain sealed envelopes marked with the tender reference number and name and be deposited in the Tender Box next to lift lobby located at KPPF premises, Stima Plaza, Ground Floor, Kolobot Road, Nairobi, Kenya.

1.4 Only bidders who meet the criteria set under this supplier registration process will be invited to tender.

BACKGROUND INFORMATION

The Kenya Power Pension Fund (“KPPF” or “the Fund”) is established to manage a Defined Benefits Fund (DB) and Defined Contributions Fund (DC). KPPF has a total of 10,790 members spread between the DB Fund and the DC Fund. Each fund has its own board of trustees with the responsibility for general management and administration of the funds. The DB fund trustees and DC fund trustees have however set up a joint mechanism for provision of fund administration services through a secretariat.

The DB Fund has 3,688 active members and 222 deferred members while the DC Fund has 6,545 active members and 335 deferred members. The in-service DB Fund members belong to both Funds. The two funds have assets of more than Kshs. 30 billion.

The main purpose of KPPF is to provide decent retirement benefits and pension for all permanent and pensionable employees of Kenya Power in their retirement through prudent funds’ investments. KPPF also provides benefits and pension to dependants of death in service employees.

The Vision of KPPF is to be “the best-in-class occupational pension fund in the whole of Africa.”

In an endeavour to realize its vision and mission, KPPF abides to core values namely:

1. Integrity
2. Accountability
3. Courtesy
4. Efficiency
5. 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. | Letter of Application. | |
| 2. | Confidential Business Questionnaire (CBQ) | |
| 3. | Declaration Form | |
| 4. | Copy of Valid Tax Compliance Certificate | |
| 5. | Copy of Company or Firm's Registration Certificate | |
| 6. | Valid business permit/license | |
| 7. | KEBS certification | |
| 8. | Certified copies of bank statements covering a period of at least six months prior to the date of submission of document | |

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 Pre-qualification.
- 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 supplier registration 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.

3.1 Eligibility

- 3.1.1 This Invitation to register is open to all Candidates eligible as described in the Appendix to Instructions to Candidates.
- 3.1.2 KPPF's employees, committee members, board of trustees and their relatives (spouse(s) and children) are not eligible to participate in the tender.
- 3.1.3 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 KPPF to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under the ensuing tender.
- 3.1.4 Candidates shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 3.1.5 the Candidate shall furnish, as part of its Tender, documents establishing the Candidate's eligibility to tender and its qualifications to be pre-qualified

3.2 Post – Qualification

- 3.2.1 KPPF will from time to time issue tenders for the provision of goods/services.
- 3.2.2 Only successful identified candidates who are in KPPF's Standing List may be invited to tender.
- 3.2.3 KPPF will update the list periodically.

3.3 Cost of Tendering

- 3.3.1 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.
- 3.3.2 The Supplier registration document shall be free of charge.

3.4 Contents of the Supplier Registration Document

- 3.4.1 The supplier registration 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 registration process.*
 - e) *Evaluation criteria*
 - f) *Confidential Business Questionnaire Form*

g) Notification of pre-qualification.

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

3.5 Clarification of Documents

3.5.1 A prospective Candidate requiring any clarification of the Document may notify the Procurement Officer in writing or by post at KPPF's address indicated in the supplier registration notice.

3.5.2 KPPF shall reply to any clarifications sought by the Candidate within seven (7) days of receiving the request.

3.6 Amendment of Documents

3.6.1 At any time prior to the 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.

3.6.2 All prospective Candidates will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) through KPPF's website and will be binding on them.

3.7 Language of Tender

3.7.1 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.

3.8 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.

3.9 Letter of Application

The Candidate shall complete the Letter of Application and all other documents furnished in this Document attaching all documents required noting to include originals where necessary.

3.10 Number of Sets of and Tender Format

- 3.10.1 The Candidate shall prepare **one complete set of its Tender**, identifying and clearly marking the "ORIGINAL TENDER". The set shall be properly bound.
- 3.10.2 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.
- 3.10.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Format.
- 3.10.4 Any Tender not prepared and signed in accordance with this paragraph, may be rejected by KPPF as non-responsive.

3.11 **Preparation of the Tender**

- 3.11.1 The Original 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.
- 3.11.2 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.11.3 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.
- 3.11.4 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.*
- 3.11.5 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.
- 3.11.6 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.

3.12 **Deadline for Submission of Tenders**

- 3.12.1 Tenders shall be received on a continuous basis

3.13 **Modification and Withdrawal of Tenders**

- 3.13.1 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.
- 3.13.2 The Candidate's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.19, 3.20 and 3.21. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but

followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

3.13.3 No Tender may be modified after submission of Tenders.

3.14 **Clarification of Tenders**

3.14.1 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.

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

3.15 **Due Diligence**

3.15.1 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.

3.15.2 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.

3.15.3 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.

3.16 **Tender Evaluation**

3.16.1 KPPF will determine the responsiveness of each Tender. For purposes of this process, 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.

3.16.2 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.

3.16.3 Supplier registration will be based on meeting the requirements to pass in the criteria set out in the Evaluation Criteria set.

3.17 **Confidentiality**

3.17.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Candidate or other person(s) not officially concerned with such process until conclusion of that process.

3.17.2 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.

3.18 **Minor Deviations, Errors or Oversights**

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

3.19 Confirmation of Qualification for Appointment on the Standing List

- 3.19.1 KPPF may confirm to its satisfaction whether the Candidate that is identified is qualified for appointment.
- 3.19.2 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.
- 3.19.3 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.

3.20 Approval of Supplier Registration

- 3.20.1 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.
- 3.20.2 KPPF shall invite tenders as and when it requires from only the Candidates who have qualified, subject to applicable thresholds.

3.21 Corrupt , Coercive, Obstructive, Collusive or Fraudulent Practices

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

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 youth , women and persons with disability</i> |
| 3.327 Appointment | <i>Meet all evaluation criteria</i> |

SECTION V - SCHEDULE OF REQUIREMENTS

Part A – SUPPLY OF OFFICE MILK AND BEVERAGES TENDER NO. KPPF /PROC/2-B/03/18

| NO. | DESCRIPTION |
|-----|---|
| 1 | Supply of pasteurized office milk and beverages |

***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 | MANDATORY REQUIREMENTS |
|----|--|
| 1. | Letter of Application. |
| 2. | Confidential Business Questionnaire (CBQ) duly stamped and signed |
| 3. | Declaration Form(s) duly completed and signed |
| 4. | Copy of Valid Tax Compliance as at date of tender submission |
| 5. | Copy of Company or Firm's Registration |
| 6. | Valid Business Permit/license for supplies |
| 7. | Valid diamond mark of quality certificate dully issued by KEBS for products |
| 8. | Bidders who are distributors must submit letter of authorization from licensed dairy processing companies/ manufacturers of food and beverages companies |
| 9. | submit certified copies of bank statements covering a period of at least six months prior to the date of submission of the registration document. The copies should be certified by the Bank issuing the statements. The certification should be original. |

NOTES ON EVALUATION CRITERIA

- a) Candidates who meet the cut off points may be subjected to a site physical due diligence.
- b) **All bidders that meet the above criteria shall be considered.**

SECTION VII- LETTER OF APPLICATION

Date: Tender No.....

To:

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

Ladies and Gentlemen,

1. Having read, examined and understood all of the information provided in the supplier registration Document, the receipt of which is hereby duly acknowledged, we, the undersigned Candidate, hereby apply to be registreted by yourselves as a potential bidder for the item(s) as indicated by us in Section V Schedule of requirement.
2. We agree to abide by this Tender and it shall remain binding upon us.
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 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. 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

Part 2 (a) Sole Proprietor

Your name in full

Part 2 (b) Partnership

Give details of partners as follows: -

Names

Shares

1.....

2.....

3.....

4.....

5.....

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

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

NOTES ON THE QUESTIONNAIRE

- 1. The address and contact person provided above shall at all times be used for purposes of this tender. The details on this Form are essential and compulsory for all firms. **Failure to provide all the information requested may lead to the firm's disqualification.***