



## **TENDER NO. KP1/9AA-2/PT/06/HR/14-15 FOR RECRUITMENT CONSULTANCY SERVICES**

DATE OF TENDER DOCUMENT: AUGUST 2014

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

(TENDER DOCUMENT FOR RECRUITMENT CONSULTANCY SERVICES – TWO  
ENVELOPE SYSTEM)

THE KENYA POWER & LIGHTING COMPANY LIMITED  
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*TENDER DOCUMENT FOR RECRUITMENT CONSULTANCY SERVICES MADE BY AND  
FOR THE KENYA POWER & LIGHTING COMPANY LIMITED AUGUST 2014*

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## A. INTRODUCTION

Dear Prospective Bidder,

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

- 1.1 The Kenya Power & Lighting Company Limited (KPLC) is a limited liability company registered under the Companies Act, Chapter 486 of the Laws of Kenya. It was incorporated in 1922 as the East African Power & Lighting Company Limited. KPLC was listed on the Nairobi Stock Exchange (NSE) in 1954. The Company changed to its present name in 1983.
- 1.2 Our shareholders include the Government of Kenya (GoK) institutional and individual persons. KPLC is a public company with GoK holding the majority block of shares. We are subject to the State Corporations Act, Chapter 442 of the laws of Kenya and the laws governing procurement by public bodies, mainly the Public Procurement and Disposal Act, 2005 and the various regulations made there-under.
- 1.3 **Our Vision is “To provide world class power that delights our customers”**
- 1.4 **Our Mission is “Powering People for Better Lives.”**
- 1.5 Our Core Business is bulk purchase of electrical energy; transmit; distribute; supply electrical energy and related customer services throughout Kenya.
- 1.6 Our Core Values were developed to support the Company’s Mission. These Values are Customer First, One Team, Passion, Integrity and Excellence.

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

- 2.1 KPLC is undergoing re-organisation of its structure. It is presently divided into several divisions, departments, regions and branches countrywide. At the end of the re-organisation, the various levels will be headed by general managers, managers, regional, county and business branch heads.
- 2.2 Our headquarters is referred to as Central Office located at Stima Plaza, Kolobot Road, Parklands, Nairobi.
- 2.3 At present the regions are geographically split as follows - Nairobi South and Nairobi West Region with their main office in Electricity House, Harambee Avenue Nairobi Central Business District; Nairobi North Region with its main office in Stima Sacco Plaza (*a few meters from KPLC Hq*), Mushembi Road, Parklands, Nairobi; West Kenya Region with the main office in Electricity House, Moi South Road, Nakuru; Coast Region with the main office in Electricity House, Nkrumah Road, Mombasa Central Business District and Mount Kenya Region with the main office in Stima House Nyeri. West Kenya Region has two sub regional offices in Electricity House Kisumu and KVDA Plaza Eldoret while

- Mount Kenya has a sub-regional office in Thika.
- 2.4 As part of our growth and transformation strategy, from 2009 the Company engaged in a process of rebranding in a programme dubbed “Project Mwangaza”. Part of the results of this has been the change of our logo to a new one depicted as a bulb with the words “Kenya Power” at the bottom.
- 2.5 However, the name of the Company remains the same i.e. The Kenya Power & Lighting Company Limited (abbreviated as KPLC).

### **3. *The Objective***

- 3.1 The promulgation of the new Constitution on 27<sup>th</sup> August 2010, the expansion of operations within KPLC and other developments within the energy sector together with the changes in legislation affecting KPLC necessitate continuous review and improvement of our operations and business.
- 3.2 In particular implementation of the Constitution, devolved governance structure and the Government of Kenya’s objective of increasing 5,000MW+ generation by 2016 pose challenges and opportunities for KPLC. These have legal ramifications and the chosen lawyers may be called to render services in these respects.
- 3.3 From 2004, the customer base has increased more than three-fold to the present approximately 2.6 million customers as at end June 2014. This expansion has come with human and technical challenges as the Company strives to deliver world class power to its customers in line with its Vision 2030. This growth has been driven by the human capacity under the supervision and responsibility of top cadre management staff.
- 3.4 KPLC wishes to engage a suitably qualified Human Resource consultancy firm to provide specific recruitment service for senior management positions. These positions transverse several disciplines including engineering, finance & investment, law, ethics & governance, human resources & administration, property management, planning, procurement, stores & logistics management, statistics, information technology, audit, marketing, communications, security, insurance, risk management, project management.

### **4. *Professionalism and Experience***

- 4.1 The consultancy team should be adequately competent, possess substantial relevant experience who can be able to promptly offer the services.
- 4.2 The consultancy team shall at all times during the period of the engagement conduct itself in a manner suited to the best interests of KPLC. All members will be required to maintain strict confidentiality throughout the period of engagement of their services. That confidentiality shall survive for a specified extended period after the conclusion of the task.
- 4.3 The team members should demonstrate the capability of conducting recruitments

and/or providing human resource consultancy services on relevant aspects.

- 4.4 The selected team members should have good credentials in handling relevant recruitments. Each member of the Team should also have appropriate experience and/or international affiliations including the East African Region. *(Such affiliation will be an added advantage).*

**5. *Requirements, Reports and Schedules***

- 5.1 It is expected that the selected firm may enter into discussion with KPLC on the approach and action plans to realize the objectives of their engagement.
- 5.2 The firm will be expected to give reports, analysis and review of the applicants they will handle and timely submission within specified schedules. This will also include provision of expert advice and opinions on specific cases if required.
- 5.3 The Consultants will be expected to primarily work closely and under the auspices of the Human Resources & Administration Division, in particular its Human Resources, Planning & Recruitment Department.

**6. *Confirmation and Verification of Bid Documents***

- 6.1 All bidding firms are advised to:-
- 6.1.1 Follow and conform to the information contained in the Tender Document in preparing and submitting its bid.
- 6.1.2 Ensure that they officially verify the accuracy, authenticity and validity of any and all documentation, certification or information obtained from third parties eg. Kenya Revenue Authority (*KRA*), professional organisations, letters from references that they intend to or submit to KPLC as part of their bid.
- 6.2 The bidders are also encouraged to demonstrate high degrees of integrity, fidelity to and honesty in the information supplied to KPLC as part of their bids. The information should be as clear and concise as possible.
- 6.3 KPLC advises bidders that any deviations from the contents of this paragraph may lead to disappointment and automatic disqualification of such bidder.

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**

**ANNIE GATUKUI (MRS.)**

**SUPPLY CHAIN MANAGER (PROCUREMENT)**

## **B. TERMS OF REFERENCE**

### ***1. Nature and Scope of the Tender***

- 1.1 The envisaged scope is as below:-
  - 1.1.1 Analysis and preparation of profiles of all applicants who respond to the advertised positions
  - 1.1.2 Preparation of shortlist of qualified applicants in conjunction with KPLC
  - 1.1.3 Ascertaining and verifying authenticity of applicant's qualification documentation
  - 1.1.3 Preparation of interview assessment forms
  - 1.1.4 Preparation of selection criteria
  - 1.1.5 Conducting oral interviews of qualified applicants in conjunction with KPLC
  - 1.1.6 Arranging for the conduct of assessment tests (aptitude, psychometric, personality). Submission of written reports and profiles on each assessed applicant. Details of these should include strengths, weakness and suitability for the position.
- 1.2 Advising on the above

### ***2. Time Schedule***

- 2.1 This assignment is scheduled to be performed within a 3-month period expected to commence in September 2014.

### ***3. Numbers***

- 3.1 Those services will be used to hire approximately 220 top cadre staff as part of KPLC's re-organisation.

## **SECTION I - INVITATION TO TENDER**

DATE: **AUGUST 2014**  
TENDER REFERENCE  
NUMBER AND NAME: **KP1/9AA-2/PT/06/HR/14-15 FOR RECRUITMENT  
CONSULTANCY SERVICES**

- 1.1 The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers for the provision of **Human Resource Recruitment Consultancy Services**. Interested eligible Tenderers may obtain further information from the Supply Chain Manager (Procurement), The Kenya Power & Lighting Company Ltd at Stima Plaza, 3<sup>rd</sup> Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.
- 1.2 Tender documents detailing the requirements may be obtained from the Supply Chain Manager (Procurement) on the **3<sup>rd</sup> Floor, Stima Plaza, Kolobot Road, Nairobi**, on normal working days from Monday to Friday (excluding any public or gazetted holiday) beginning on **Monday 11<sup>th</sup> August 2014** between **9.00 a.m. & 12.30 p.m.** and **2.00 p.m. & 4.00 p.m.** upon payment of a non-refundable fee of **Kenya Shillings One Thousand (KSh. 1,000/=)** only or the equivalent amount in United States of America Dollars (US\$) using the selling exchange rate ruling at the date of the tender document purchase provided by the Central Bank of Kenya (*See Central Bank of Kenya website-www.centralbank.go.ke.*). Payment shall be made in cash or by Bankers Cheque at the 1<sup>st</sup> Floor of Stima Plaza, Kolobot Road, Nairobi, Kenya.
- 1.3 Prospective bidders may also download the tender document from KPLC's website ([www.kenyapower.co.ke](http://www.kenyapower.co.ke)) free of charge. Upon downloading the Tender document, bidders are required to immediately e-mail their names and contact details to the Supply Chain Manager (Procurement) at [agatukui @kplc.co.ke](mailto:agatukui@kplc.co.ke) and Manager, Human Resource Planning and Recruitment at [kkibiru @kplc.co.ke](mailto:kkibiru@kplc.co.ke)
- 1.4 Completed Tenders are to be enclosed in plain sealed envelopes marked..... (***KPLC Procurement Department to insert the Tender Reference Number and Tender Name***), addressed and deposited in the General Manager Legal & Corporate Affairs and Company Secretary's office located at KPLC premises, Stima Plaza, 7th Floor, Kolobot Road, Nairobi, Kenya so as to be received on or before **10 a.m. Tuesday 26<sup>th</sup> August 2014**.
- 1.5 Prices quoted should be net inclusive of all taxes must be in Kenya Shillings and

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shall remain valid for ninety (90) days from the closing date of the tender.

- 1.6 Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi.
- 1.7 There will be a **pre-bid meeting** to be held at KPLC's premises, Stima Plaza, Auditorium, Kolobot Road, Nairobi, Kenya at **9.30 a.m. on Monday 18<sup>th</sup> August 2014.**

## **SECTION II - TENDER SUBMISSION CHECKLIST**

### **A. Tender Submission Format - Non-Financial Proposal**

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderers shall tick against each item indicating that they have provided it.

<b>No.</b>	<b>Item</b>	<b>Tick Where Provided</b>
1	Declaration Form	
2	Duly completed Tender Form	
3	Copy of Company or Firm's Registration Certificate	
4*	Copy of PIN Certificate	
5*	Copy of Valid Tax Compliance Certificate	
6	Confidential Business Questionnaire (CBQ)	
7	Firm profile	
8	CVs of all Team Members including Team Leader	
9	Academic and Professional certificates of all Team Members including Team Leader	
10	Names with full contact as well as physical addresses of previous clients of similar services	
11	Any other document or item required by the Tender Document that is non-financial. <i>(The Tenderer shall specify such other documents or items it has submitted)</i>	

### **B. Tender Submission Format – Financial Proposal**

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

No.	Item	Tick Where Provided
1	Complete Price Schedules	
2	Audited Financial Statements of the Tenderer. The audited financial statements required must be those that are reported within fifteen (15) calendar months of the Date of the Tender Document.	
3*	Any other document or item required by the Tender Document that is financial. (The Tenderer shall specify such other documents or items it has submitted)	

**\*NOTES TO TENDERERS ON TENDER SUBMISSION CHECKLIST**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. All Kenyan registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).
3. A non-financial document or item includes one that does not contain or reveal the tender price(s) of the services and the required audited financial statements. **A Tenderer shall not insert financial documents or items in the Non-financial tender submission envelopes or packages.**
4. A financial document or item includes one that contains all information on the tender price(s) of the services and the required audited financial statements. **A Tenderer shall not insert Non-financial documents or items in the Financial tender submission envelopes or packages.**

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### **SECTION III - INSTRUCTIONS TO TENDERERS (ITT)**

#### **3.1 Definitions**

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“PPOA” wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.*
- e) *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.*
- f) *“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).*
- g) *“The Tenderer” means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.*
- h) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- i) *words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- j) *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 “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

#### **3.2 Eligible Tenderers**

- 3.2.1 This Invitation to Tender is open to all Tenderers duly registered in Kenya and authorized to carry out the business of human resource consultancy. Successful Tenderers shall provide the services in accordance with this Tender and the ensuing contract.

- 3.2.2 Tenderers shall provide the qualification information statement that the Tenderer *(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 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 services under this Invitation to Tender.

### **3.3 Declarations of Eligibility**

- 3.3.1 Tenderers shall not be under declarations of ineligibility for corrupt and fraudulent practices.
- 3.3.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XVI.
- 3.3.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

### **3.4 Pre-Bid Meeting**

- 3.4.1 KPLC will conduct a pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.4.2 The Tenderer's designated representative is invited to attend the pre-bid meeting which will take place from **9.30 a.m. on Monday 18<sup>th</sup> August 2014** The venue shall be Auditorium, Stima Plaza, Kolobot Road, Parklands, Nairobi.
- 3.4.3 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach KPLC before the pre-bid meeting.
- 3.4.4 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting may be transmitted to all who duly obtain the Tender Document.
- 3.4.5 Non-attendance during the pre-bid meeting will not be a cause of disqualification of the Tender.

### **3.5 Cost of Tendering**

- 3.5.1 Subject to sub-paragraph 3.5.2 the Tenderer shall bear all costs associated with the preparation and submission of its Tender. KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.5.2 There are no charges for downloading the tender document. Tenderers who choose to purchase the document from KPLC shall pay a fee of Kenya Shillings One Thousand or its equivalent in United States of America Dollars (US\$) as stated in the Invitation to Tender Notice.

### **3.6 Contents of the Tender Document**

3.6.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -

- a) *Introduction*
- b) *Invitation to Tender*
- c) *Tender Submission Checklist*
- d) *Instructions to Tenderers*
- e) *Schedule of Requirements*
- f) *Price Schedule for Services*
- g) *Evaluation Criteria*
- h) *General Conditions of Contract*
- i) *Special Conditions of Contract*
- j) *Tender Form*
- k) *Confidential Business Questionnaire Form*
- l) *Evaluation Criteria and its Table*
- n) *Declaration Form*
- o) *Contract Form*
- p) *Tenderer's References*
- q) *Format of CV for Team Members*
- r) *Tenderer's Commentaries*
- s) *Methodology and Workplan*
- t) *Conditions of Appointment (General and Special)*
- u) *Performance Security Form (Bank Guarantee)*
- v) *Details of Service*

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

3.6.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

### **3.7 Clarification of Documents**

3.7.1 A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager (Procurement) in writing or by post at KPLC's address indicated in the Invitation to Tender numbers 1.1 and 1.3.

3.7.2 KPLC will respond in writing to any request for clarification of the Tender



documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, 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 Tenderers that have duly received the Tender Document.

### **3.8 Amendment of Documents**

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

### **3.9 Language of Tender**

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

### **3.10 Documents Comprising the Tender**

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

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.3, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.14 that the Tenderer is eligible to tender and is qualified to perform the service if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.16 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *A detailed list of previous clients as prescribed for similar services on*

*tender and their contact addresses shall be submitted with the Tender for the purpose of reference and evaluation as per the Evaluation Criteria.*

### **3.11 Tender Form**

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Services to be performed, a brief description of the services, quantity (where applicable) amongst other information required.

### **3.12 Tender Prices**

- 3.12.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.
- 3.12.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.12.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.12.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

### **3.13 Tender Currencies**

For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings. No other currency may be accepted for evaluation or award.

### **3.14 Tenderer's Eligibility and Qualifications**

- 3.14.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.14.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –
  - a) *that, the Tenderer has the technical and legal capability to provide the services.*
  - b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide Financial Statements of the law firm. The audited financial statements required must be those that are reported within fifteen (15) calendar months of the Date of the Tender Document.*

- c) *Valid and current Tax Clearance Certificate issued by the Kenya revenue Authority (KRA). The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.*
- d) *that the Tenderer has the technical and production capability necessary to be appointed and perform the Services well when called upon to do so.*
- e) *that the Tenderer is duly registered, recognized and is a current member of the body or institution accredited and or pertaining to the Services.*
- f) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*  
*(This is an added advantage.)*

3.14.3 The law firm will furnish KPLC with a copy of its registration certificate. KPLC reserves the right to subject the certificate and recognition to authentication.

### **3.15 Past Record**

- 3.15.1 Tenderers with a record of unsatisfactory or default in performance obligations in any contract or service delivery shall not be considered for evaluation or award.
- 3.15.2 For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than six (6) months in any assignment or service delivery.

### **3.16 Conformity of Services to Tender Documents**

- 3.16.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all Services that the Tenderer proposes to perform under the contract.
- 3.16.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data.
- 3.16.3 For purposes of the documentary and other evidence to be furnished the Tenderer shall note that standards for competence, professionalism, material, and equipment, designated by KPLC in its Evaluation Criteria are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial and/or higher equivalence to those designated in the Tender Document.

### **3.17 Deviations**

- 3.17.1 Where a Tenderer deems that it possesses competency that may not aptly fit into any of the evaluation criteria set out in the Tender document, it is at liberty to provide a statement of deviations from the tender requirements on a separate sheet of paper clearly marked as "Statement of Deviations".

3.17.2 The Statement should include the following:-

- a) the specific tender document requirement
- b) the deviation proposed by the Tenderer
- c) the details of the deviation
- d) justification or reason for the deviation
- e) where possible, the Tenderer's cost of that deviation and its estimate of the cost of complying with KPLC's requirement without the deviation.

### **3.18 Demonstration(s), Inspection(s) and Test(s)**

- 3.18.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the contract.
- 3.18.2 KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender 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/ test.
- 3.18.3 KPLC shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. This shall exclude any confidential information held by the Tenderer.
- 3.18.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

### **3.19 Validity of Tenders**

- 3.19.1 Tenders shall remain valid for ninety (90) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.24. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.19.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

### **3.20 Alternative Offers**

Only main offers shall be considered, as alternative offers are not acceptable.

### **3.21 Number of Sets of and Tender Format**

- 3.21.1 The Tenderer shall prepare three complete sets of its Tender, identifying and clearly marking the "ORIGINAL TENDER", "COPY 1 OF TENDER", and

“COPY 2 OF TENDER” as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.

3.21.2 The Tenderer shall divide and mark the sets as follows:-

- a) *NON-FINANCIAL – Three (3) sets i.e. Original, Copy 1 and Copy 2.*
- b) *FINANCIAL – Three (3) sets i.e. Original, Copy 1 and Copy 2.*

3.21.3 The Tenderer shall ensure that -

- a) *the Non-Financial sets, envelopes or packages do not contain any or all the information that reveals the tender price(s) of the goods and the required audited financial statements.*
- b) *no financial documents or items are included or inserted in the Non-Financial sets, envelopes or packages.*
- c) *A Financial set, document or item includes one that contains any or all*

*information on the tender price(s) of the goods and the required audited financial statements.*

3.21.4 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.

3.21.5 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.

3.21.6 Any Tender not prepared and signed in accordance with this paragraph, may be rejected by KPLC as non-responsive, pursuant to paragraph 3.29.

3.21.7 KPLC would also prefer if in addition to the three (3) sets of hard copies, the Tenderer submits its bid Non-Financial (Technical) Proposal as well as Financial Proposal on one standard flash disk. For the avoidance of doubt, the flash disk shall not be an alternative to submission of the three (3) sets of hard copies.

### **3.22 Preparation and Signing of the Tender**

3.22.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by a person or persons duly authorized to bind the Tenderer to the contract.

3.22.2 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 Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary. The Power of Attorney shall accompany the Tender.

3.22.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.

3.22.4 The Tender shall have no interlineations, erasures, or overwriting except as

necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.

- 3.22.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph.
- 3.22.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.29.

### **3.23 Sealing and Outer Marking of Tenders**

- 3.23.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL", "COPY 1 OF TENDER" and "COPY 2 OF TENDER". The envelopes or packages shall then be sealed in outer envelopes or packages.
- 3.23.2 The Tenderer shall also ensure that the inner envelopes or packages are also marked NON-FINANCIAL and FINANCIAL, respectively.
- 3.23.3 The inner and outer envelopes or packages shall -
  - a) *be addressed to KPLC at the address given in the Invitation to Tender,*
  - b) *bear the tender number and name as per the Invitation to Tender and the words, "**DO NOT OPEN BEFORE** ..... as specified in the Invitation to Tender or as may otherwise be indicated.*
- 3.23.4 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened or the Tender does not qualify for further financial evaluation in accordance with the Summary of Evaluation Process set out in the Tender Document.
- 3.23.5 If the envelopes or packages are not sealed and marked as required by this paragraph, KPLC will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by KPLC and promptly returned to the Tenderer.

### **3.24 Deadline for Submission of Tenders**

- 3.24.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.
- 3.24.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.8, in which case all rights and obligations of KPLC and the Tenderer's previously subject to the initial deadline, will therefore be subject to the deadline as extended.

### **3.25 Modification and Withdrawal of Tenders**

- 3.25.1 The Tenderer 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 KPLC prior to the deadline prescribed for submission of tenders.
- 3.25.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.21, 3.22 and 3.23. A withdrawal notice may also be sent by facsimile or electronic mail but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 3.25.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.25.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Withdrawal of a Tender during this interval shall be treated as a breach of procurement laws and KPLC may consider applying for debarment proceedings against the Tenderer.

### **3.26 Opening of Tenders**

- 3.26.1 KPLC shall, in accordance with the sub-paragraphs below, adopt a two tender opening system for this Tender.
- 3.26.2 At the first opening, KPLC shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated. For purposes of clarity, this opening shall include the outer Financial Proposals' envelopes or packages of the duly submitted tenders.
- 3.26.3 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Professional Indemnity Cover, the number of sets of both Non-Financial as well as Financial Proposals tender documents duly received and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the first opening.
- 3.26.4 Tenderers whose tenders qualify after preliminary and technical evaluation will soon thereafter have their Financial Proposals opened i.e. of their detailed Financial Sets. This shall not be more than three (3) days after completion of the process regarding the earlier evaluation(s).
- 3.26.5 Representatives of the Tenderers may attend the first opening and those present shall sign a register evidencing their attendance.
- 3.26.6 Tenders not opened and read out at the first tender opening shall not be considered further for evaluation, award or otherwise.

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

- 3.27.1 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 Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.27.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KPLC announces to the successful qualified bidder and unsuccessful bidders of the outcome of the Tender. In any event, official disclosure by KPLC of any information upon conclusion of that process may contain only the information permissible by law in summary form.
  - 3.27.3 Information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until the award of Contract is announced.
  - 3.27.4 Any effort by a Tenderer to influence KPLC 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 Tenderer's bid.

### **3.28 Clarification of Tenders and Contacting KPLC**

- 3.28.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.28.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.28.3 Save as is provided in this paragraph and paragraph 3.27 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender openings to the time the contract is awarded.
- 3.28.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

### **3.29 Preliminary Evaluation and Responsiveness**

- 3.29.1 Prior to the detailed Technical and Financial evaluation, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that substantially conforms to the



requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

- 3.29.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.29.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

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

- 3.30.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the Services set out in the Tender Document.
- 3.30.2 Such minor deviation -
  - a) *shall be quantified to the extent possible,*
  - b) *shall be taken into account in the evaluation process, and,*
  - c) *shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.*
- 3.30.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.
- 3.30.4 A material deviation or reservation is one –
  - a) *which affects in any substantial way the scope, quality, or ability of performance of the Services;*
  - b) *which limits in any substantial way, inconsistent with the tendering documents, KPLC's rights or the Tenderer's obligations under any ensuing engagement; or,*
  - c) *whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive tenders.*

### **3.31 Technical Evaluation and Comparison of Tenders**

- 3.31.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Technical Evaluation Criteria as set out in the Tender Document.
- 3.31.2 For Tenders that do not qualify past the technical evaluation stage, the Financial sets, will be returned unopened to the Tenderers. Such return will be done after completion of the Evaluation and award process.

### **3.32 Financial Evaluation**

- 3.32.1 The financial evaluation and comparison shall be as set out in the Financial Evaluation Criteria. The comparison shall be of the –

- a) of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services
  - b) Audited Financial Statements
  - c) Quantified deviations, if any, as relates to any of the tender requirements
- 3.32.2 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 3.32.3 The Tenderer will be notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will be rejected.

### **3.33 Preferences**

Preferences as per the PPDA, 2005, PPDR, 2006 together with any other relevant Regulations under the PPDA 2005 applies to these Services.

### **3.34 Tender Evaluation Period**

- 3.34.1 The Tender Processing Committee may conduct and complete a preliminary and technical evaluation of the tender within fifteen (15) days of the validity period from the date of the first opening of the Tender.
- 3.34.2 The Tender Processing Committee may conduct the financial evaluation of the tender within fifteen (15) days of the validity period from the date of the first opening of the Tender.
- 3.34.3 Notwithstanding the above, the evaluation period as stated in the Evaluation Criteria may be extended by KPLC but in any event such evaluation will not exceed thirty (30) days in the validity period of the tender.

### **3.35 Debarment of a Tenderer**

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

### **3.36 Confirmation of Qualification for Award**

- 3.36.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest compliant evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.36.2 The confirmation will take into account the Tenderer's financial, technical and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraphs 3.14 and 3.16 as well as confirmation of such other

information as KPLC deems necessary and appropriate. This may include office and other facilities inspection and audits.

- 3.36.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

### **3.37 Award of Contract**

KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated responsive tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

### **3.38 Termination of Procurement Proceedings**

- 3.38.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.38.2 KPLC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

### **3.39 Notification of Award**

- 3.39.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.39.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.39.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.

### **3.40 Signing of Contract**

- 3.40.1 At the same time as KPLC notifies the successful Tenderer that its Tender 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.
- 3.40.2 Within seven (7) 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 seven (7) days.
- 3.40.3 KPLC shall sign and date the Contract in the period between not earlier than

seven (7) days from the date of notification of contract award and not later than fourteen (14) days after expiry of tender validity. Further, KPLC may not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.41.

- 3.40.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled in which event KPLC shall notify the next lowest evaluated responsive Tenderer that its Tender has been accepted.
- 3.40.5 Paragraph 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.40.4.

### **3.41 Performance Security**

- 3.41.1 Within seven (7) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be 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.
- 3.41.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.41.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.41.4 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.
- 3.41.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled, in which event KPLC may notify the next lowest evaluated responsive Tenderer that its Tender has been accepted.
- 3.41.6 Paragraph 3.39, 3.40 together with the provisions of this paragraph 3.41 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.40.4.

### **3.42 Terms of Payment**

The Tenderer may propose a payment schedule. This will be discussed at the time of contract discussions with the Tenderer that is determined as successful and notified of the award of the Tender.

### **3.43 Corrupt or Fraudulent Practices**

- 3.43.1 KPLC requires that Tenderers observe the highest standard of ethics during

the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -

- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution;*
- b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*

3.43.2 KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.43.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **SECTION IV - SCHEDULE OF REQUIREMENTS**

### ***Brief Schedule of Services Required***

For Provision of Recruitment Consultancy Services Tender No. KP1/ 9AA-2/ PT/ 06/ HR/ 14-15

<b>Item No.</b>	<b>Summary Description</b>	<b>Performance Period</b>
1.	Analysis, preparation of applicant profiles, shortlist and interview and recommendations of suitably qualified applicants for approximately 220 senior management positions.	Three (3) months
2.	Advisory to KPLC on recruitment above.	

**SECTION V - PRICE SCHEDULES FOR SERVICES****PART A**

<b>Sr. No.</b>	<b>Description</b>	<b>Quantity/ Unit of Measure (Per Position)</b>	<b>Amount (KSh.)</b>
1.	Analysis, preparation of applicant profiles, shortlist and interview and recommendations of suitably qualified applicants for senior management positions.		
2.	Local taxes, duties, levies and other statutory charges, if applicable , chargeable under the laws of Kenya ( <i>excluding Value Added Tax (VAT) see row below</i> )).		
3.	Psychometric Testing – Per Shortlisted Applicant		
4.	Reimbursables/ Disbursements		
5.	Total VAT		
6.	<b>Grand Total amount of financial proposal</b>		

Yours sincerely,

Name of Tenderer

\_\_\_\_\_

Name and Capacity of authorised person signing the Tender

\_\_\_\_\_

Signature of authorised person signing the Tender

\_\_\_\_\_

Stamp of Tenderer

\_\_\_\_\_

**PART B - BREAKDOWN OF REMUNERATION**

<b>Sr. No.</b>	<b>Name of Professional staff</b>	<b>Position</b>	<b>Input/Task</b>	<b>Remuneration rate</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				

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

**NOTES TO TENDERERS ON PRICE SCHEDULES - PARTS A & B**

1. ***Input***

This may be in terms of staff hours, days or months as the Tenderer deems appropriate.

*TENDER DOCUMENT FOR RECRUITMENT CONSULTANCY SERVICES MADE BY AND FOR THE KENYA POWER & LIGHTING COMPANY LIMITED AUGUST 2014*



2. ***Offer to KPLC Recruitment Services and Support***

The rates quoted may also be expected to form the basis for the pricing of additional numbers not exceeding 15%.

3. ***Reimbursables/ Disbursements***

3.1 This will be paid to the successful bidder for the performance of the assignment.

3.2 Only the actual payments incurred on subsistence, communications will be reimbursed up to a maximum amount submitted in the Tender upon sufficient proof of the same.

3.3 For the avoidance of doubt, this excludes all costs associated with preparation and submission of the Tender for any Tenderer. Those costs whatsoever shall be fully borne by the bidder.

4. ***Taxes/ duties/ levies and other statutory charges***

These should be specified based on breakdown of consultancy costs.

Date:

Tender Number and Name:

**To:**

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

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide **Recruitment Consultancy Services** for the sum of.....(*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Yours sincerely,

Name of Tenderer

---

Name and Capacity of authorised person signing the Tender

---

Signature of authorised person signing the Tender

---

Stamp of Tenderer

---

## **SECTION VI - EVALUATION CRITERIA**

Evaluation of duly submitted tenders will be conducted along the following stages: -

**6.1 Part 1 - Preliminary Evaluation under paragraph 3.29 of the ITT.** These are mandatory requirements. This shall include confirmation of the following:-

- 6.1.1 *Submission of Declaration Form duly completed and signed*
- 6.1.2 *Submission and considering Tender Form duly completed and signed*
- 6.1.3 *Submission and considering the following:-*
  - a) *Company or Firm's Registration Certificate in Kenya*
  - b) *PIN or Taxpayer's Registration Certificate issued by KRA*
  - c) *Valid Tax Compliance Certificate issued by KRA*
  - d) *Firm profile*
- 6.1.4 *That the Tender is valid for the period required*
- 6.1.5 *Submission and considering that the required number of sets (original and copies) of Tender*
- 6.1.6 *Submission and considering the Confidential Business Questionnaire:-*
  - a) *Is fully filled*
  - b) *That details correspond to the related information in the bid*
  - c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT*
- 6.1.7 *Submission of List of Organisations as evidence of the Tenderer's Performance and Experience on Human Resource Consultancy in the last seven (7) years from the Date of the Tender Document.*
- 6.1.8 *Submission of copies of the following documents in respect of each and all Tenderer's personnel who will be dedicated to this Tender if successful –*
  - a) *Detailed Curriculum Vitae (C.V.)*
  - b) *Employment Contracts or Service Level Agreements*
  - c) *Academic certificates (from Undergraduate level and above)*
  - d) *Professional certificates*
  - e) *Independent valid evidence of active membership and registration with Human Resource professional bodies.*
- 6.1.9 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved disputes with any contracting Employer in its performance obligations for more than six (6) months in any contract.*

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

**6.2 Part II – Technical Evaluation and Comparison of Tenders under paragraph 3.31 of the ITT.** These are mandatory requirements.

**Sub-Part A - Verification of Information and Documentation**

1. Relevant requested certificates and or documents
2. Any other details required in the Tender

**Sub-Part B - Detailed Evaluation**

**1. Summary**

- 1.1 Technical Proposals will be evaluated using the table and criteria below.
- 1.2 To assist the bidders in responding, the bidders may be guided, use or adopt the Tables below when responding to Sub-Part B.
- 1.3 In any event, where the bidder adopts any other mode of responding, the format and content of its response should be in summary, specific to the criterion in question, avoid as far as possible extensive use of prose, unnecessary literature or marketing material.

**2. General /Guidelines to Sub-Part B**

- 2.1 These notes (*in bold below*) apply generally across the board to all the Tables below.
- 2.2 They are in addition to the specific notes/guidelines for each table.

**3. Curriculum Vitae (CV)**

- 3.1 Some Consultants or their staff may have long chequered careers and experience. However, all Consultants and team members are strongly advised to furnish their CV's in the format provided and which should not be more than two (2) single sided A4 size pages at font 12.
- 3.2 Any information in the CV that is beyond the 2 pages may stand disregarded for purposes of evaluation.
- 3.3 Any CV that is not signed by both the owner of the CV and the person authorized to sign the tender may be disregarded. Where the owner and authorized person are the same, the signature by such same person will suffice.

**4. Combining Information in Single Document**

- 4.1 KPLC recognizes that there could be several documents which are required to be authored by the bidder whereas the information may be combined in one document or letter. Where the bidder feels that the information may be adequately contained in one letter or document, the bidder may do so. The bidder must state that the information variously requested is in the submitted single letter or document and identify that document or letter.
- 4.2 Where the bidder exercises this option of combining, care must be taken to ensure

that all the information required of the several separate documents is included in the composite letter or document.

4.2.1 No information sought should be omitted at all.

4.2.2 The requirements as to several signatures in the different documents may be dispensed with. Instead a single signature (*and co-signature where required*) all on each printed page of the letter or document may suffice.

5. ***Staff's Nature of Engagement with the Consultancy Firm***

5.1 It is recommended that the staff *including the Team Leader* be permanent employees or at least have an extended and stable relationship with the firm.

6. ***Qualification and Scoring***

6.1 To qualify for further evaluation, the bidder ought to score a minimum of **82 marks**.

6.2 To earn any mark,

6.2.1 the firm's must satisfy each and every tenet of each criterion to obtain the full award or marks for that particular criterion.

6.2.2 where any single tenet is not fulfilled for any criterion, the marks may not be awarded.

6.3 Where after completion of all calculations and the Grand Total in the tables is obtained that contains a decimal mark, such decimal will be rounded off to the nearest whole. Where the decimal mark is nought decimal five (0.5), this shall be treated as a full mark upwards.

**EVALUATION CRITERIA TABLE**

<b>Sr. No.</b>	<b>Criteria</b>	<b>KPLC Requirement (Full scores for meeting KPLC requirement and graduated scores for partial response)</b>	<b>Bidder's Response</b>	<b>Bidder's Total Score</b>
1	<b>Registration and Location of Office</b> a) Registered in Kenya  b) Main Office in Nairobi  c) Branches in major towns i.e. Mombasa, Nakuru, Kisumu, Eldoret and Nyeri. ( <i>Explanation. KPLC regional and sub-regional headquarters are situated in each of these towns</i> ) State location and attach proof.	<b>8 Marks in Total</b> a) 1 mark  b) 2 marks  c) Maximum marks is 5. 1 mark for each town		
2	<b>Experience in HR Consultancy Services matters in the last seven (7) years.</b> a) Organizations with over KSh. 20 Billion annual turnover. (Give at least three (3)).  b) Organizations with between KSh. 10-20 Billion annual turnover. (Give at least three (3))  c) Organizations with between KSh. 100 Million to 10 Billion annual turnover. (Give at least three (3)) <i>(All the above organizations must be registered and operating in Kenya).</i>	<b>21 Marks in Total</b> a) Maximum marks are 12 marks, 4 marks for each  b) Maximum marks are 6 mark, 2 marks for each  c) Maximum marks are 3 marks, 1 mark for each		
3	<b>Number of Recruitment Consultancy's undertaken for Senior Management positions as follows:</b> a) General Managers and above or equivalent with at least thirty (30) staff members under the General Manager.	<b>24 Marks in Total</b>  a) Maximum marks ten (10). Two (2) Marks for each occasion in five (5)		

	<p>b) Managers or equivalent with at least twenty (20) staff members under the Manager.</p> <p>c) Chief Officers or equivalent with at least ten (10) staff members under the Chief Officer.</p>	<p>different organizations</p> <p>b) Maximum marks eight (8). Two (2) Marks for each occasion in four (4) different organizations</p> <p>c) Maximum marks six (6). Two (2) Marks for each occasion in three (3) different organizations</p>		
4	<p><b>Valid evidence of Team Leader's appropriate qualification, experience and degree of responsibility.</b></p> <p>a) Level in the firm must be Head of Department, Director, Partner, or their equivalents. <i>(Give full name; attach or indicate source of proof)</i></p> <p>b) Years of experience <i>(State number, attach or indicate source of proof)</i></p> <p>c) Professional Membership</p> <p>d) Degree of responsibility</p>	<p><b>12 Marks in total</b></p> <p>a) 1 mark</p> <p>b) 1/2 mark for each full year of HR Consultancy experience up to the desired minimum of (12) twelve years. <i>(Maximum marks in this parameter is 6 marks irrespective of whether the Team Leader has more than 12 years' experience)</i></p> <p>c) 2 marks for any.</p> <p>d) Marks as follows:- (i.) 3 marks for Team Leader role in at least 3 different assignments under criteria 2 above. Such Team Leader role must have been undertaken at least once under criterion 3 (a) above. (ii.) 1 mark for Team Leader role in less than 3 different</p>		

		assignments under criterion 3 above.		
5	<p><b>Team's average years of HR Recruitment experience (excluding Team Leader)</b></p> <p>To score, the years of HR Recruitment experience for each member of the Team will be added up to obtain the total years of Recruitment experience whether gained in the employment/service of the bidder or elsewhere. Those total years will then be divided by the total number of members of the proposed Team which should preferably be not less than 6. The figure will be taken as the Team's average years of Recruitment experience. <i>(The denominator shall always be 6)</i></p>	<p><b>18 marks in total</b></p> <p>3 marks for each average year. <i>(Maximum marks in this parameter is 18 marks irrespective of whether the Team has more than six average years of Recruitment experience)</i></p>		
6	<p><b>Team's Qualification – Academic and Professional (Excluding Team Leader)</b></p> <p>a) Postgraduate - whether Masters or Doctorate level, and, whether an individual member has more than one Masters or Doctorate degrees or both.</p> <p>b) Undergraduate-whether whether an individual member has more than undergraduate degree.</p>	<p><b>6 marks in total</b></p> <p>a) Maximum marks are 6.</p> <p>b) Maximum marks are 4 <i>(To score, the total number of members of the team possessing the qualifications will be added up. That figure will be divided by the total number of members of the Team which should preferably be not less than 6. That figure will then be multiplied by the maximum marks under each category.)</i></p>		
7	<p><b>Valid and Current/Active Membership with professional organizations</b></p>	<p><b>6 marks in total</b></p> <p><i>To score, the total number of members of the team who qualify will be added up. That</i></p>		



		<i>figure will be divided by the total number of members of the Team. That figure will then be multiplied by the maximum marks under each category.)</i>		
8	<p><b>Companies or Firms offered HR Consultancy services by the Tenderer in the last 7 years of the date of the tender document. Those services should be in any one or more of the following fields;</b></p> <p>Manpower Planning, Job Evaluation, Performance Management, Reward Systems, Employee Relations, Talent Management</p>	<p><b>6 marks in total</b></p> <p>1 mark will be given for each area of Consultancy.</p>		
9	<p><b>The Tenderer's Commentaries and Response to the TOR.</b></p>	<p><b>6 Marks in total</b></p> <p>a) Response/Commentaries on TOR no. 1 i.e. 'Scope of Consultancy'. 2 marks</p> <p>b) Response/Commentaries on TOR no. 2 i.e. 'Time'. 2 marks</p> <p>c) Response/ Suggestions / Commentaries on the 'Introduction'. 2 marks</p>		
10	<p><b>Appropriateness of the Tenderer's Proposed Workplan and Described Methodology</b></p>	<p><b>9 Marks in total</b></p> <p>a) Orderliness and flow of Workplan. 2 marks</p> <p>b) Flexibility. 2 marks</p> <p>c) Achievability. 2 marks</p>		

		d) Soundness of methodology. 2 marks.		
		e) Comprehensive. 1 mark.		
<b>TOTAL SCORE OUT OF 116</b>				

### NOTES TO EVALUATION CRITERIA TABLE:-

#### 1. Registration and Location of Office

- 1.1 Evidence of local registration shall be through the registration certificates issued by the Attorney General's Registrars of Companies or Business Names or Partnerships (whether Limited liability or otherwise)
- 1.2 Evidence of main office and branches, whether Kenyan or within the EAC region shall be through -
  - 1.2.1 if building/premise is not owned by the bidder, a signed lease or tenancy agreement for a period exceeding 15 months beyond the Date of the Tender Document.
  - 1.2.2 if building/premise is owned by the bidder a Statement together with a copy of the title document and a valid utility (*electricity or water or telephone*) bill for not more than three (3) months prior to the Date of the Tender Document.
  - 1.2.3 if acquired but ownership documents are yet to be obtained or not easily available, then registered sale agreement or other registered document or confirmatory proof of ownership of the building/ premise e.g. letter from a bank or financial institution if the title is charged or mortgaged.
  - 1.2.4 If the lease/tenancy is set to or has expired within 3 months of the Date of the Tender Document
    - a) where the lease is renewable, the bidder should submit a copy of that lease/tenancy agreement together with a letter from the owner/manager of the building/premise confirming that the tenancy/lease is renewable or has been renewed.
    - b) where the bidder is moving to another premises, a letter from the proposed new premises confirming such intention.

#### 2. Evidence of experience on HR Consultancy matters in the last seven years shall be through –

- 2.1 List prepared by the Tenderer giving the full names of the companies or firms or organizations.
- 2.2 The List shall contain the current full physical, postal, facsimile (if available) and

website (if any) and e-mail address of the organization. It should also include the contact person or office.

**3. Number of Recruitment Consultancy's undertaken for Senior Management positions**

- 3.1 Evidence of satisfactory resolution shall be through –
- 3.1.1 A letter or Contract or other agreement to the firm by the Client engaging the bidders services for Recruitment of that cadre of staff
  - 3.1.2 Acceptance by the bidder of 3.1.1 above
  - 3.1.3 In lieu of the above, any other document that can demonstrate with sufficiency that the bidder was engaged and performed such service.

**4. Valid evidence of Team Leader's appropriate qualification, experience and degree of responsibility.**

- 4.1 Evidence of Team Leader's position shall be through –
- 4.1.1 employment or appointment letter or valid contract of the Team Leader to that position of Head of Department/ Partner, Director or their equivalent in the firm.
  - 4.1.2 where the Team Leader owns or co-owns or is a founding member of the firm and therefore does not have the documents requested in 4.1.1 above, a statement/letter to that effect by that Team Leader which statement or letter must be confirmed or co-signed by another co-owner, or founding member or senior authorized employee in that firm.
- 4.2 Evidence of Team Leader's years of HR Consultancy experience shall be through a statement indicating the number of years of the relevant HR experience of the Team Leader in any of the documents mentioned in 4.1.1 or 4.1.2 above whichever is applicable or in the Team Leader's CV.
- 4.3 Evidence of Team Leader's professional membership shall be through -
- 4.3.1 A copy of a valid/current certificate of membership of that professional organization, or,
  - 4.3.2 Where such membership can be confirmed through the organization's website or other relevant independent website -
    - a) a printed extract of that where the Team Leader's name appears together with the address of the website, or,
    - b) a statement by the Tenderer showing the website where that membership of the Team Leader may be confirmed, or,
    - c) Copy of a valid receipt as proof of payment of membership fees.
- 4.4 Evidence of Team Leader's degree of responsibility shall be through –
- 4.4.1 an appointment or confirmation letter, contract or other document, either which way, from the organization where such responsibility was

shouldered and performed. Any of the documents must clearly show that the proposed Team Leader for this Tender acted as such in that other assignment.

- 4.4.2 an appointment or confirmation letter, contract or other document, either which way from the bidder, confirming that the proposed Team Leader for this Tender shouldered the responsibility and performed as Team Leader in those other assignments.

- a) In this case i.e. 4.4.2, that letter, contract or other document shall be co-signed by a person of similar ranking to the Team Leader or a senior authorized employee of the bidder's firm.
- b) The co-signatory shall indicate his/her full names, designation and full contact details.

**5. Team's average years of HR Recruitment experience (excluding Team Leader).** The evidence necessary shall be proved and evaluated as follows:-

- 5.1 Years of HR Recruitment experience of each proposed member of the Team -
- 5.1.1 letter or statement or CV or other document giving the full names and current designation of each proposed Team member.
  - 5.1.2 employment/appointment letters or contract of each proposed Team member including current length of service and termination date (if any), with the bidder.
  - 5.1.3 written confirmation of 5.1.2 by the particular proposed Team member.
  - 5.1.4 the letter or statement or document in 5.1.1 above shall indicate the number of years of HR Recruitment experience of each proposed Team member
  - 5.1.5 the letter or statement or other document shall be signed by the proposed Team Leader and co-signed by the proposed Team Leader.

**6. Team's Qualification – Academic and Professional (Excluding Team Leader)**

- 6.1 Evidence of academic and professional qualifications shall be through -
- 6.1.1 Copies of relevant degree certificates
  - 6.1.2 Copies of relevant professional certificates

**7. Valid and Active Membership with Professional Organizations**

- 7.1 Evidence of each proposed Team member's professional membership shall be through –
- 7.1.1 A copy of a valid/current certificate of membership of that professional organization, or,
  - 7.1.2 Where such membership can be confirmed through the organization's website or other relevant independent website -

- a) a printed extract of that where the member's name appears together with the address of the website, or,
- b) a statement by the Tenderer showing the website where that membership of the member's may be confirmed, or,
- c) copy of a valid receipt as proof of payment of membership fees.

**8. Companies or Firms offered HR Consultancy services as specified in by the Tenderer in the last seven (7) years of the Date of the Tender Document.**

8.1 The following evidence shall be submitted for evaluation -

- 8.1.1 list prepared by the Tenderer giving the full names of the companies or firms. The List shall contain the current full physical, postal, facsimile (if available) and website (if any) and e-mail address of the organization. It should also include the contact person or office for that training.
- 8.1.2 an appointment or confirmation letter, contract or other document, either which way, from the organization where such service was rendered or assignment performed.
- 8.1.3 acceptance by the bidder of 8.1.2 above.
- 8.1.4 in lieu of 8.1.2 or 8.1.3 above, any other document that can demonstrate with sufficiency that the bidder was engaged and performed such service.

**6.3 Part III – Financial Evaluation Criteria under paragraph 3.32 of the ITT. These are mandatory requirements.**

**6.3.1 This will include the following: -**

- a) Confirmation of and considering Price Schedule duly completed and signed.
- b) Checking that the Tenderer has quoted prices on delivery basis.
- c) Checking submission of audited financial statements required which must be those that are reported within fifteen (15) calendar months of the Date of the Tender Document.
- d) Conducting a financial comparison, including conversion of tender currencies into one common currency,
- e) Correction of arithmetical errors,
- f) Taking into account the cost of any deviation(s) from the tender requirements,
- g) Ascertaining the financial capability through Last Financial Year's audited financial statements. The statements will provide details for determining the liquidity and solvency status of the Tenderers.
- h) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-
  - a) Declared maximum value of business
  - b) Shareholding

**6.3.2 Confirming the following:-**

- a) That the Tenderer's' offered Performance Schedule meets KPLC's requirements.
- b) That the Tenderer's offered Terms of Payments are acceptable to KPLC.

**NOTES ON FINANCIAL EVALUATION: -**

- 1. Total tender value means the Tenderer's total tender price inclusive of all taxes eg. Value Added Tax (VAT) and reimbursables.

## **SECTION VII - AWARD AND CONTRACT DISCUSSIONS**

### **1. Successful Tenderer**

- 1.1 The Successful Tenderers shall be the one with the lowest evaluated price according to the formula below:-
- 1.2 The lowest cost proposal will be awarded 20 points. Other cost proposals will be awarded proportionate points as per the formulae:

$$\frac{\text{Lowest Cost Proposal}}{\text{Other Proposal's Cost}} \times 20$$

- 1.3 Overall Ranking: The overall ranking will be computed as follows:-

*0.8 x points score on technical proposal + points score on financial proposal.  
The bidder with the superior overall score shall be considered to be the winner.*

### **2. Proposed Contract Discussions**

- 2.1 KPLC may conduct proposed contract discussions after determining the successful Tenderer. These will be held at KPLC's headquarters at Stima Plaza or otherwise as may be advised. The discussions will additionally touch on methodology of work plan, final Terms of Reference and on financial proposal.
- 2.2 The purpose of negotiations is to reach clarity and agreement on all items. The negotiations will conclude with a review of the draft form of the contract.
- 2.3 If the discussions are not fruitful, KPLC shall at its sole discretion terminate any further discussions with that Tenderer and invite the firm whose proposal received the next superior score for similar discussions.

## TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

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## **SECTION VIII – 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 Consultant, 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 Consultant under the contract for the full and proper performance of its contractual obligations.*
- d) *“The Services” means services or part thereof to be provided by the Consultant and includes all of the materials and incidentals, which the Consultant 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 Consultant” or the “Consulting firm” 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 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 Consultant, 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 Consultant 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 Consultant in the performance of the contract.
- 7.4.2 The Consultant 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 Consultant's performance under the contract if so required by KPLC.

### **7.5 Patent Rights**

The Consultant 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 seven (7) days of the date of the notification of contract award, the Consultant shall furnish to KPLC the Performance Security which shall be 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.
- 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 Consultant to furnish the Performance Security, the award shall be annulled 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 Consultant'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 thirty (30) days after satisfactory delivery.

- 7.6.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Consultant 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 Consultant's Performance Security may be deemed as invalid and the Contract nullified.
- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Consultant not earlier than thirty (30) days following the date of completion of the Consultant's 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 Consultant 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 Consultant. If conducted on the premises of the Consultant, 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 Consultant 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 Consultant'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 Consultant from any other obligations under this Contract.

## **7.8 Packaging and Labelling**

- 7.8.1 Where applicable, the Consultant 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 air or road dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 7.8.5 The Consultant 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: KP1/ 9AA-2/PT/06/HR/14-15  
Name of Tender: Recruitment Consultancy Services  
Care of Supply Chain Manager (Procurement),  
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 Consultant 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 Consultant 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) *Consultant'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 Consultant 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 Consultant 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 Consultant 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. 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.

## **7.12 Interest**

Interest payment by KPLC is inapplicable in the contract.

## **7.13 Prices**

- 7.13.1 Without prejudice to clause 7.14 herein below, prices charged by the Consultant 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 Consultant may vary the contract only in accordance with the following: -

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

## **7.15 Assignment**

- 7.15.1 The Consultant shall not assign in whole or in part its obligations to perform under this contract, except with KPLC's prior written consent.
- 7.15.2 KPLC shall have sole discretion to consent or decline to any assignment without disclosing any reasons to the Consultant.

## **7.16 Termination of Contract**

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

- a) *if the Consultant 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 Consultant fails to perform any other obligation(s) under the contract.*
- c) *if the Consultant, 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 Consultant becomes insolvent or bankrupt*
- f) *if the Consultant 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 Consultant suffers any other analogous action in consequence of debt.*
- g) *if the Consultant abandons or repudiates the Contract.*

7.16.2 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 Consultant shall be liable to KPLC for any excess costs for such similar services and or any other loss PROVIDED that the Consultant shall not be so liable where the termination is for convenience of KPLC.

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

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

## **7.17 Liquidated Damages**

Notwithstanding and without prejudice to any other provisions of the contract, if the Consultant 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.

## **7.18 Resolution of Disputes**

- 7.18.1 KPLC and the Consultant 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.
- 7.18.2 If, after fourteen (14) 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.

## **7.19 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.

## **7.20 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 Consultant 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.

## **7.21 Force Majeure**

- 7.21.1 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.*
- 7.21.2 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.
- 7.21.3 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.
- 7.21.4 Upon the occurrence of any circumstances of *force majeure*, the Consultant shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Consultant 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 Consultant shall not take any such steps unless directed so to do by KPLC.
- 7.21.5 If the Consultant incurs additional costs in complying with KPLC's directions under sub clause 7.21.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 7.21.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Consultant 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 IX – 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 Terms of Payment</b>	<p>Add the following new sub-clause 7.11.3</p> <p><i>“The Consultant’s proposed payment schedule in its Tender as discussed and agreed upon with KPLC shall be adopted as the Terms of Payment.”</i></p>

**SECTION X - TENDER FORM**

Date:

Tender 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 the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform **Recruitment Consultancy Services** in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
4. We agree to abide by this Tender for a period of.....days (**Tenderer please indicate validity of your Tender**) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

---

Name of Tenderer

---

Signature of duly authorised person signing the Tender

---

Name and Capacity of duly authorised person signing the Tender

---

Stamp or Seal of Tenderer

**NOTES ON TENDER FORM:**

1. KPLC requires a validity period of at least ninety (90) days.
2. This form must be duly signed, stamped and/or sealed.

## **SECTION XI - 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.

### **Part 1 – General**

Business Name.....

Location of business premises.....

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

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

Tel No.....

Facsimile.....

Mobile and/ or 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 Tenderer's contact person(s) .....

Designation/ capacity of the Tenderer's contact person(s) .....

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

.....

.....

**Part 2 (a) Sole Proprietor**

Your name in full .....

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

\*Citizenship details.....

**Part 2 (b) Partnership**

Give details of partners as follows: -

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

.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

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

1. *The address and contact person of the 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. **Failure to provide all the information requested may lead to the Tenderer’s disqualification.***

## **SECTION XII – TENDERER’S REFERENCES**

**Relevant Services carried out in the last seven years that best illustrates the Tenderer’s qualifications.**

Guided by the format below, provide information on each assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional staff provided by your firm (profiles):
Name of Client:		No. of staff:
Address:		No. of staff-months; duration of assignment:
Start date (Month/Year):	Completion Date (Month/Year):	Approx. value of services (in KSh.):
Name of associated Transaction Advisors, if any:		No. of months of professional staff provided by associated Transaction Advisors:
Name of senior staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		

Description of actual services provided by your staff and the outcome of the Consultancy.
Annual Turnover in KSh. for the year preceding the Consultancy.

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 XIII – TENDERER’S COMMENTARIES**

1. Response/ Commentaries on TOR no. 1 i.e. ‘Scope of Consultancy’ taking into account TOR no. 3 i.e. ‘Numbers’.  
*(2 marks. These will be awarded guided by the following aspects - relevance, comprehensive, adaptability, practicality)*
  
2. Response/Commentaries on TOR no. 2 i.e. ‘Time’.  
*(2 marks. These will be awarded guided by the following aspects - relevance, clear, precise, adaptability, practicality)*
  
3. Any other Response/ Suggestion/Commentaries on the ‘Introduction’.  
*(2 marks. These will be awarded guided by the following aspects - relevance, brevity, understanding of KPLC’s business, operations)*

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

### **NOTES TO TENDERER’S COMMENTARIES**

1. The tenderer has discretion to provide any comments or suggestions that would be useful for purposes of the objectives of the Tenderer. This can include issues or aspects that would be helpful or worth noting during the performance or completion of the services or that KPLC ought to provide to the Tenderer.
2. The Commentaries should not be more than three (3) single sided A4 size pages at font 12 spacing 1.25. Any content beyond this may stand disregarded.

## **SECTION XIV – METHODOLOGY AND WORKPLAN**

Tenderer's Description of the Methodology and Workplan for performing the assignment.

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

### **NOTES TO TENDERERS ON WORKPLAN AND METHODOLOGY**

1. Reports and Time Schedules
  - 1.1 KPLC may enter into discussion and agreement with the successful Tenderer on the approach and action plans to realize the basic objective of the Tender and contract. The Tenderer should therefore provide its detailed proposals on this, given that the assignment is to be completed within a 3 month period.
2. The Reports and Documents Required
  - 2.1 These will in the main include:-
    - a) Applicant profiles
    - b) Shortlisted candidates profiles
    - c) Assessment tests
    - d) Reports on conduct of oral interviews of applicants.
  - 2.2 Any Reports requested by KPLC shall be presented in three hard copies and one soft copy.

**SECTION XV – FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED  
TEAM MEMBERS (INCLUDING TEAM LEADER)**

Full name of Team Member: \_\_\_\_\_ Position in firm \_\_\_\_\_

Years and or months with Tenderer: \_\_\_\_\_ Membership (and status) in  
Professional Bodies: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of team member's key experience most pertinent to the Services going not more than seven years prior to the Date of the Tender Document. Indicate degree of responsibility held by the team member on relevant previous assignments and give dates and locations. For experience in last seven years, also give types of activities performed and client references, where appropriate].*

**Education:**

*[Summarize university, other training and specialized education of team member, giving names of universities, dates attended, and degrees, diplomas other certification or accolades obtained]*

---

**Employment Record:**

*[Starting with present position, list in reverse order every employment held in the last seven years. List all positions held by the team member in that period giving dates, names of employing organizations, titles of positions held, and station of work].*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, the information above correctly describes me, my qualifications, and my experience.

\_\_\_\_\_  
*[Signature of Team Member]* Date: \_\_\_\_\_  
Day/Month/Year

Yours sincerely,

\_\_\_\_\_

Full name of Tenderer

---

Signature of duly authorised person signing the Tender

---

Name and Capacity of duly authorised person signing the Tender

---

Stamp of the Tenderer

**SECTION XVI - DECLARATION FORM**

Date \_\_\_\_\_

**To:**

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

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) \_\_\_\_\_  
 \_\_\_\_\_ declares the following:

- a) That I/ We have not been debarred from participating in public procurement by any body, 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 partner and/or other lawyer of the firm is not a person within the meaning of paragraphs 3.2 and 3.3 of ITT.
- 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 XVII – DRAFT LETTER OF NOTIFICATION OF AWARD**

**To:**

*(Name and full address of the Successful Tenderer).....*

Dear Sirs/ Madams,

**RE: NOTIFICATION OF AWARD OF TENDER NO. KP1/ 9AA-2/ PT/06/HR/14-15  
FOR RECRUITMENT OF CONSULTANCY SERVICES**

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....  
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of seven (7) days from the date hereof but not later than fourteen (14) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 *(or as may be amended from time to time, or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within seven (7) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Performance Security and Signing of Contract as stated in the Instructions to Tenderers.

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

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**

**GENERAL MANAGER, SUPPLY CHAIN**

Enclosures

**SECTION XVIII – DRAFT LETTER OF NOTIFICATION OF REGRET**

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

**Date:**

Dear Sirs/ Madams,

**RE: NOTIFICATION OF AWARD OF TENDER NO. KP1/ 9AA-2/ PT/06/HR/14-15  
FOR RECRUITMENT OF CONSULTANCY SERVICES**

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1. ....
2. ....
3. .... etc...

The successful bidder was \_\_\_\_\_.

We take the early opportunity to thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**

**GENERAL MANAGER, SUPPLY CHAIN**

## **SECTION XIX - CONTRACT AGREEMENT FORM**

**THIS AGREEMENT** made this.....day of.....**20....** **BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED**, a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya, with its registered office situated at Stima Plaza, Kolobot Road, Parklands, Nairobi in the Republic of Kenya and of Post Office Box Number 30099-00100, Nairobi in the Republic aforesaid (*hereinafter referred to as the “KPLC”*) of the one part,

**AND**

..... (*Consultant’s full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number.....(*full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the “Contractor”*) of the other part;

**WHEREAS** KPLC invited tenders for certain services, that is to say for RECRUITMENT OF CONSULTANCY SERVICES under Tender Number KP1/ 9AA-2/ PT/06/HR/14-15.

**AND WHEREAS** KPLC has accepted the Tender by the Consultant for the services in the sum of .....(*KPLC specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax*) (*hereinafter called “the Contract Price”*).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
  - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement 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.
  - b) 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.
  - c) words importing the masculine gender only, include the feminine gender

*TENDER DOCUMENT FOR RECRUITMENT CONSULTANCY SERVICES MADE BY AND FOR THE KENYA POWER & LIGHTING COMPANY LIMITED AUGUST 2014*



- or (as the case may be) the neutral gender.
- d) 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 Consultant*” or “*the Consulting firm*” or “*the Successful Tenderer*” the covenants, agreements obligations expressed to be made or performed by the Consultant shall be deemed to be made or performed by such persons jointly and severally.
  - e) where there are two or more persons included in the expression “*the Consultant*” or “*the Consulting firm*” or “*the Successful Tenderer*” any act default or omission by the Consultant or the Consulting firm or the Successful Tenderer shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KPLC to the Consultant as hereinbefore mentioned, the Consultant hereby covenants with KPLC to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
  4. KPLC hereby covenants to pay the Consultant in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
  5. The following documents shall constitute the Contract between KPLC and the Consultant and each shall be read and construed as an integral part of the Contract: -
    - a) this Contract Agreement
    - b) the Official Order
    - c) the Special Conditions of Contract
    - d) the General Conditions of Contract as per the Tender Document
    - e) the Price Schedules submitted by the Consultant and agreed upon with KPLC
    - f) the Methodology, Work Plans, Time Schedules for Professional Personnel submitted and agreed upon by both KPLC and the Consultant
    - g) Team Composition and Task Assignment agreed upon by KPLC and the Consultant
    - h) the Terms of payment agreed upon by KPLC and the Consultant
    - i) the Performance Security
    - j) KPLC’s Notification of Award dated.....
    - k) the Tender Form signed by the Consultant

- l) the Declaration Form signed by the Consultant / successful Tenderer
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
  - a) Execution of this Contract Agreement by KPLC and the Consultant
  - b) Conclusion and signed agreement by the parties on the agreed Work and Action Plans
  - c) Conclusion and agreement by the parties on the Terms of Payment
8. The period of contract validity shall begin from the Commencement date and end sixty (60) days after the last date of the agreed performance schedule.
9. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
10. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
11. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
12. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served one (1) day after such receipt by the courier service.
13. For the purposes of Notices, the address of KPLC shall be General Manager, Legal & Corporate Affairs and Company Secretary, The Kenya Power & Lighting Company Limited, 7<sup>th</sup> Floor, Stima Plaza, Kolobot Road, Post Office Box

Number 30099-00100, Nairobi, Kenya, Facsimile + 254-20-3514485. The address for the Consultant shall be the Consultant's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

**SIGNED** for and on behalf  
of **KPLC**

\_\_\_\_\_  
GENERAL MANAGER, LEGAL & CORPORATE AFFAIRS  
AND COMPANY SECRETARY

**SEALED** with the **COMMON SEAL**  
of the **CONSULTANT**  
in the presence of:-

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
*Affix Consultant's Seal here*

\_\_\_\_\_  
DIRECTOR'S FULL NAMES

and in the presence of:-

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

**Beatrice Meso**

**Advocate,**

C/o The Kenya Power & Lighting Company Limited,

7<sup>th</sup> Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099–00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

Facsimile: + 254-20-3514485

**SECTION XX - PERFORMANCE SECURITY FORM (BANK GUARANTEE)****(To Be Submitted On Bank's Letterhead)****Date:****To:**

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

**WHEREAS**.....(hereinafter called “the Consultant”) has undertaken, in pursuance of your Tender Number **KP1/ 9AA-2/ PT/06/HR/14-15** and its Tender dated .....(*insert Consultant's date of Tender taken from the Tender Form*) to provide **Recruitment of Consultancy Services** (*hereinafter called “the Contract*);

**AND WHEREAS** it has been stipulated by you in the said Contract that the Consultant shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Consultant's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Consultant a guarantee;

**THEREFORE WE HEREBY AFFIRM** that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....(*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20....

**EITHER**

**SEALED** with the )  
**COMMON SEAL** )  
 of the said **BANK** )  
 )

this .....day ) \_\_\_\_\_  
 ) BANK SEAL  
 of .....20.... )  
 in the presence of :- )  
 )  
 \_\_\_\_\_ )  
 )  
 and in the presence of:- )  
 )  
 \_\_\_\_\_ )  
 OR

**SIGNED** by the **DULY AUTHORISED**  
**REPRESENTATIVE(S)/ ATTORNEY(S)** of  
 the **BANK**

\_\_\_\_\_  
 Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
 Signature(s) of the duly authorised person(s)

### **NOTES TO CONSULTANTS AND BANKS**

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Consultant. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
2. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Consultant 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 Consultant's Performance Security may be deemed as invalid and the Contract nullified.*

## **SECTION XXI - THE DETAILS OF SERVICES**

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following wherever applicable -

### **GENERAL REQUIREMENTS**

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.
2. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data including calculation sheets, detailed drawings and certified test reports. KPLC reserves the right to reject the services if such deviations shall be found critical to the use and operation of the services.
3. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.
4. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
5. The Consultant's conformity to reference standards and copies of quality management certifications including valid and current ISO certifications shall be submitted for consideration.

**END**