



**TENDER NO. KP1/9A.2/OT/45/LEG/18-19 FOR PROVISION OF
ANONYMOUS WHISTLE-BLOWING SERVICES**

APRIL 2019

**THE TENDERER IS ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN
ITS ENTIRETY BEFORE MAKING ANY BID**

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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, 2015 and the various regulations made there-under.
- 1.3 **Our Vision is “Energy Solution Provider of Choice”**
- 1.4 **Our Mission is “Powering People for Better Lives by Innovatively Securing Business Sustainability.”**
- 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, Excellence and Accountability.

2. Organizational and Business Structure

- 2.1 Our headquarters is referred to as Central Office located at Stima Plaza, Kolobot Road, Parklands, Nairobi.
- 2.2 At present the regions are geographically split as follows - Nairobi South and Nairobi West and Nairobi North Region with their main office in Electricity House, Harambee Avenue Nairobi Central Business District; Central Rift Region with the main office in Electricity House, Moi South Road, Nakuru; Coast Region with the main office in Electricity House, Nkrumah Road, Mombasa Central Business District and Mount Kenya Region with the main office in Stima House Nyeri. West Kenya Region with regional office in Electricity House Kisumu while North Eastern Region has a 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 27th 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 From 2004, the customer base has increased more than three-fold. 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.
- 3.3 KPLC acknowledges that our business operates in an increasingly dynamic environment and therefore adoption of efficient technologies aimed at improving Customer experience are of paramount important. As a Customer-centric Company, our policies, Strategies and operations are focused on delighting our customers as expressed in our Vision statement. Consistent with its corporate vision of “Energy solution provider of choice” the Company intends to procure the services of an expert firm for the provision of Anonymous Whistle Blowing Services and implementation.

4. *Professionalism and Experience*

- 4.1 The firm should be adequately competent, possess substantial relevant experience to promptly offer Anonymous Whistle-blower Services.
- 4.2 The firm 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 Kenya Power and Lighting Company Limited seeks to engage a firm with proven track record in carrying out similar consultancy. The objective is to provide KPLC with expertise and an independent view in Anonymous Whistle-blower Reporting and its implementation. This will help review and assess unethical and corruption issues within the company. The company seeks to provide policy recommendations to enhance the institutional and systems/framework for Anonymous Reporting; and formulate the infrastructure and capacity within the organization. The team members should demonstrate the capability of providing services for Anonymous Reporting services on relevant aspects.
- 4.4 The selected team members should have good credentials and relevant experience in Anonymous Reporting consultancy services. Each member of the Team should also have appropriate experience and/or international certifications from recognized jurisdictions.

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 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 Corporate Affairs & Company Secretary Division.

6. Confirmation and Verification of Bid Documents

- 6.1 The bidding firm is 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 e.g. 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 bidder is 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 bidder that any deviations from the contents of this paragraph may lead to disappointment and automatic disqualification of such bidder.
- 6.4 Completed tenders are to be saved as PDF documents and marked **TENDER NO. KP1/9A.2/OT/45/LEG/18-19 FOR PROVISION OF ANONYMOUS WHISTLE-BLOWING SERVICES** and submitted in electronic format on the KPLC's E-Procurement portal on or before **16th May 2019**.
- 6.5 Tender commences on **Tuesday, 23rd April 2019** and closes on **Thursday, 16th May 2019** at **10.00Hrs.**

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

BERNARD NGUGI
GENERAL MANAGER, SUPPLY CHAIN

A. TERMS OF REFERENCE

I. **Nature and Scope of the Tender**

The envisaged scope is as below: -

The scope of service shall cover all KPLC's operational areas and interests. The details of the required service for Anonymous Reporting" shall address the following among others:

- (i) **Must be web-based** – The solution should be based on the internet and available to anyone with an internet connection.
- (ii) **Must support multiple channels of reporting** – The reporting must support multiple channels of reporting i.e. Mobile, Email, Telephone, web forms etc. The solution should allow for mobile reporting either through text or USSD.
- (iii) **Must be private and secure in terms of hosting and Management** – The solution should be managed and hosted locally/ Internationally. All communication should be highly secure and encrypted through an SSL certificate.
- (iv) **Must allow full anonymous whistle-blowing and reporting** – The solution must enable anonymous whistle-blower's report on any issues of corruption in a highly secure and anonymous manner. The solution should also give a whistle-blower the option of providing their contact information if required.
- (v) **Must allow for dialogue and other feedback mechanisms with whistle-blowers** - The solution should allow whistle-blowers communicate with the organization, attach necessary files and receive feedback and updates on their reports.
- (vi) **Must allow for the analysis of reports** - The solution must allow for the analysis and distribution of the reports received through an elaborate workflow.
- (vii) **Must provide automated notifications and statistics** - The solution should provide automatic notifications, and generate relevant statistics downloadable in various formats such as HTML, Excel, PDF etc.
- (viii) **Should come with 24/7 access, support and maintenance** - The solution should be accessible 24 hours, 7 days a week and 365 days per year. Response time in case of any issues should not be more than 12 hrs.

3. QUALIFICATION REQUIREMENTS

3.1 Team Leader

- 3.1.1 Academic qualifications - Postgraduate qualifications i.e. Master's or Doctorate level
- 3.1.2 Professional Certification - Relevant Professional Certification
- 3.1.3 Professional Membership - Valid membership with professional organization
- 3.1.4 Experience in similar assignments

3.2 Other Two Key Staff

- 3.2.1 Academic qualifications - Master's degree or Bachelor's degree
- 3.2.2 Professional Certification - Relevant Professional Certification
- 3.2.3 Professional Membership-Valid membership with professional organization
- 3.2.4 Experience in similar assignments

3.3 Previous experience of the Consultancy firm

- 3.3.1 Anonymous Whistle blowing consultancy for organizations with more than 2000 staff

4.1 Methodology and Work-plan

- 4.2 description of comprehensive methodology for whole exercise including computer software tools to be used.
- 4.3 Provide comprehensive Work-plan indicating deliverables and timelines for the whole exercise.

SECTION I - INVITATION TO TENDER

DATE: 23rd April 2019

TENDER NUMBER: KP1/9A.2/OT/45/LEG/18-19 FOR PROVISION OF ANONYMOUS WHISTLE-BLOWING SERVICES

1.1 The Kenya Power & Lighting Company Limited hereinafter referred to as KPLC invites bids from eligible Tenderer for Implementation of Anonymous Whistle- Blowing Services at Kenya Power. The Tenderer may obtain further information from the General Manager, Supply Chain, KPLC at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

1.2 Submission of Tender documents

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

1.3 Tender will be opened thereafter.

1.4 Prices

Prices quoted should be inclusive of all taxes (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.

Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT

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. The Tenderer shall tick against each item indicating that they have provided it.

No.	Item	Tick where provided
1.	Submission of Firm's Registration Certificate	
2.	Submission of duly completed tender form	
3.	Submission of PIN Certificate	
4.	Submission of Valid Tax Compliance Certificate	
5.	Submission of Declaration Form(s) duly completed and signed.	
6.	Submission of Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign Tenderers)	
7.	Submission of duly filled Confidential Business Questionnaire (CBQ)	
8.	Submission of profiles/CVs for all that will be engaged in the assignment	
9.	Evidence of experience from similar assignments	
10.	Complete Price Schedules	
11.	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.	
12.	Any other document or item required by the Tender Document that is non-financial. (The Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERER 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. If Kenyan registered, the Tenderer must provide a valid Tax Compliance Certificate.
2. All Kenyan Registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).

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SECTION III - INSTRUCTIONS TO TENDERER (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) *“PPRA” wherever appearing means The Public Procurement Regulatory 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).*
- f) *“The Tenderer” means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.*
- g) *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.*
- h) *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 Tenderer

- 3.2.1 This Invitation to Tender is open to the Tenderer who is authorized to carry out the business of Anonymous Whistle- Blowing Services. The Successful Tenderer shall provide the services in accordance with this Tender and the ensuing contract.
- 3.2.2 The Tenderer 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 The Tenderer shall not be under declarations of ineligibility for corrupt and fraudulent practices.
- 3.3.2 The Tenderer 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 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. A Tenderer 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.

3.5 Contents of the Tender Document

- 3.5.1 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 TENDERER*
 - 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*

3.5.2 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.

3.5.3 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".

3.6 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 the Tenderer that shall have duly received the Tender Document.

3.7 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 The prospective Tenderer 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 the prospective Tenderer 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.

3.8 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.

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderer 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.*

3.10 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.

3.11 Tender Prices

- 3.11.1 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.
- 3.11.2 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.
- 3.11.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.11.4 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.

3.12 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 shall be accepted for evaluation or award.

3.13 Tenderer's Eligibility and Qualifications

3.13.1 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.

3.13.2 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 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).*

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

3.14 Past Record

3.15.1 a Tenderer 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.

3.15 Conformity of Services to Tender Documents

3.15.1 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.

- 3.15.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data.
- 3.15.3 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.

3.16 Deviations

- 3.16.1 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".
- 3.16.2 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.

3.17 Demonstration(s), Inspection(s) and Test(s)

- 3.17.1 Where required in the tender, the Tenderer shall demonstrate ability of performance of the required service in conformity with the contract.
- 3.17.2 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.
- 3.17.3 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.
- 3.17.4 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.

3.17 Tender Security

- 3.17.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the Tender Security Box at Stima Plaza, 3rd Floor, Procurement Wing after its registration at the reception desk on or before the opening date and time and receipt acknowledged by KPLC evidenced by a stamped copy.

- 3.17.2 The tender security shall be either one or a combination of the following: -
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form
- 3.17.3 The tender security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.
- 3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee or a Standby Letter of Credit issued on behalf of local bidders, should be from a commercial bank licensed by the Central Bank of Kenya. A Tender Security in form of a Standby Letter of Credit issued on behalf of foreign bidders by foreign banks, should be confirmed by a commercial bank licensed by the Central Bank of Kenya.
- 3.17.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.17.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the 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 Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.26.
- 3.17.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
 - b) *KPLC determines that none of the submitted Tenders is responsive*
 - c) *a contract for the procurement is entered into.*
- 3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.17.10 The Tender Security shall be forfeited –
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*

- b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39*
- c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
- d) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.18.*

3.18 Validity of Tenders

- 3.18.1 Tenders shall remain valid for One Hundred and Twenty (120) 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.
- 3.18.2 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.

3.19 Alternative Offers

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

3.20 Preparation and Signing of the Tender

- 3.20.1 The Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.20.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
 - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

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

- 3.20.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.
- 3.20.4 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 initialed by the person or persons signing the Tender.
- 3.20.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.

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

3.21 Deadline for Submission of Tenders

3.21.1 Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF form.

3.21.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.22 Modification and Withdrawal of Tenders

3.22.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.

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

3.22.3 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 except where KPLC extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KPLC extends the initial validity period.

3.22 Opening of Tenders

- 3.22.1 KPLC shall open all Tenders promptly at the date and time specified in the KPLC tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.22.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.22.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.22.4 The Tenderer or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.23 Process to be Confidential

- 3.23.1 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.
- 3.23.2 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 bidder 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.
- 3.23.3 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.
- 3.23.4 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.

3.24 Clarification of Tenders and Contacting KPLC

- 3.24.1 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.
- 3.24.2 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.

- 3.24.3 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.
- 3.24.4 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.

3.25 Preliminary Evaluation and Responsiveness

- 3.25.1 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.
- 3.25.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.25.3 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.

3.26 Minor Deviations, Errors or Oversights

- 3.26.1 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.
- 3.26.2 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.*
- 3.26.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.
- 3.26.4 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 Tenderer presenting responsive tenders.*

3.27 Technical Evaluation and Comparison of Tenders

- 3.27.1 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.
- 3.27.2 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.

3.28 Financial Evaluation

- 3.28.1 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
- 3.28.2 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.
- 3.28.3 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.

3.29 Preferences

Preferences as per the PPDA, 2015, PPDR, 2006 together with any other relevant Regulations under the PPDA 2015 applies to these Services.

3.30 Tender Evaluation Period

- 3.30.1 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.
- 3.30.2 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.
- 3.30.3 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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.

3.36 Signing of Contract

- 3.36.1 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.
- 3.36.2 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.
- 3.36.3 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.
- 3.36.4 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.
- 3.36.5 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.

3.37 Performance Security

- 3.37.1 Within fourteen (14) 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.
- 3.37.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.37.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.37.4 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.

- 3.37.5 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.
- 3.37.6 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.

3.38 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.

3.39 Corrupt or Fraudulent Practices

- 3.39.1 KPLC requires that the Tenderer observes the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
- b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice by the Tenderer (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.*
- 3.39.2 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.
- 3.39.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERER

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

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	<i>This is an Open Tender.</i>
2.	3.9 (e) Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least four (4) names with full contact as well as physical addresses of previous customers of similar services and letters from the previous customers confirming completion of the contracts on schedule.</i>
3.	3.13.2 (a) Manufacturer’s/ Principal’s Authorization	<i>This is not applicable to this tender.</i>
4.	3.13.2 (b) Documentary evidence of financial capability	<i>The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. (For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i>
5.	3.13.2 (e) Tenderer’s membership of a recognized or accredited institution.	<i>Applicable for this tender.</i>
6.	3.14.2 (a) Catalogues, Brochures, Manufacturer’s/ Principal’s Drawings	<i>This is not applicable for this tender.</i>
7.	3.16.2 Warranty – Period of	<i>Not applicable for this tender.</i>
8.	3.17.1 Tender Security	<i>Kshs. 40,000.00</i>
9.	3.1.8 Validity of Tender	<i>The tender is valid for One Hundred and Twenty (120) days.</i>
10.	3.30 Preference	<i>Not applicable for this tender.</i>
11.	3.36.2 Mode of Award of Contract	<i>To the lowest evaluated bidder.</i>

12.	3.4 Pre-Bid Meeting	<i>N/A</i>
13.	3.33 Preferences	<i>Not applicable</i>
14.	3.19.1 Tender Validity Period	Tenders shall remain valid for One Hundred and Twenty (120) days after the date of tender opening
15.	3.14.3 Performance Security	The Performance Security shall be ten percent (10%) of the contract price.
16.	3.28 Clarification of tenders and contacting KPLC	<i>In case of any clarification, the following will be contacted;</i> : IBore@kplc.co.ke .. BNgugi@kplc.co.ke GKoskey@kplc.co.ke

SECTION IV - SCHEDULE OF REQUIREMENTS

Brief Schedule of Services Required

Provision of Anonymous whistle-blowing Services Tender No. KP1/9A.2/OT/45/LEG/18-19 KPLC requires the following services;

SERVICE DESCRIPTION
<ul style="list-style-type: none"> ▪ To allow anyone through the use of internet (There should be a website linked to www.kplc.co.ke connection to report. ▪ The reporting must support multiple channels of reporting i.e. Mobile, Email, Telephone, web forms e.tc. The solution should allow for mobile reporting either through text or USSD. ▪ The solution should be managed and hosted locally/ Internationally. All communication should be highly secure and encrypted through an SSL certificate. ▪ The solution must enable anonymous whistle-blower's report on any issues of corruption in a highly secure and anonymous manner. The solution should also give a whistle-blower the option of providing their contact information if required. ▪ The solution should allow whistle-blowers communicate with the organization, attach necessary files and receive feedback and updates on their reports. ▪ The solution must allow for the analysis and distribution of the reports received through an elaborate workflows solutions. ▪ The solution should provide automatic notifications, and generate relevant statistics downloadable in various formats such as HTML, Excel, PDF etc. ▪ The solution should be accessible 24*7*365 days. Response time in case of any issues should not be more than 12 hrs. ▪ Develop and maintain a website which will form part of reporting tool and link it to both Kenya Power intranet and website.

Target Installations:

The bidder will host the server outside the company's premises and sign a Non-Disclosure agreement with Kenya Power.

Background reviews

After completing the review of the background materials, the Consultant will prepare a summary analysis and summarized reports and submit to the company.

Scope of Works

The successful bidder will be expected to:

- I. **Must be web-based** – The solution should be based on the internet and available to anyone with an internet connection.
- II. **Must support multiple channels of reporting** – The reporting must support multiple channels of reporting i.e. Mobile, Email, Telephone, web forms etc. The solution should allow for mobile reporting either through text or USSD.
- III. **Must be private and secure in terms of hosting and Management.** – The solution should be managed and hosted locally/ Internationally. All communication should be highly secure and encrypted through an SSL certificate.
- IV. **Must allow full anonymous whistle-blowing and reporting.** – The solution must enable anonymous whistle-blower's report on any issues of corruption in a highly secure and anonymous manner. The solution should also give a whistle-blower the option of providing their contact information if required.
- V. **Must allow for dialogue and other feedback mechanisms with whistle-blowers** – The solution should allow whistle-blowers communicate with the organization, attach necessary files and receive feedback and updates on their reports.
- VI. **Must allow for the analysis of reports** – The solution must allow for the analysis and distribution of the reports received through an elaborate workflow.
- VII. **Must provide automated notifications and statistics.** - The solution should provide automatic notifications, and generate relevant statistics downloadable in various formats such as HTML, Excel, PDF etc.
- VIII. **Should come with 24/7 access, support and maintenance.** The solution should be accessible 24*7*365 days. Response time in case of any issues should not be more than 12 hrs.
- IX. **User and technical training must be provided.** Bidders must state schedule of services for provision of user and technical training on the solution for smooth operation and support.
- X. **Documentation (soft & Hard copy)** – The solution should be well documented with both Hard and soft copies available.

- XI. **Provision of warranty period and services.** – Warranty periods and service agreements should be indicated.

Additional Requirements

Association – system should be able to link associated reports on misconducts (e.g., misuse of public property, conflict of interest, nepotism, favoritism and discrimination in recruiting, training and promoting staff, soliciting and accepting bribes, receiving gifts, making false claims, lack of professionalism, failure to observe laid down procedures and regulations in procurement and disposal of public goods and assets, misappropriation of public funds, leaking confidential information, Abuse of privileged information.

Compliance enforcements – the service provider should have experience in executing integrity tests and lifestyle audits.

Outputs:

- Draft report(s)
- Final report(s) delivered on time

Definition of supervision arrangements:

Kenya Power needs to approve the methodology and the final report

Support provided by Kenya Power

Kenya Power will provide relevant information needed for the Anonymous Whistleblowing Services

The successful bidder will be expected to utilize the information presented in this tender and submit proposals that meet all requirements specified and will fulfill future expectations as articulated in this tender or that are perceived by the Tenderer.

SECTION V – PRICE SCHEDULE FOR SERVICES

No.	Description	Cost per activity/unit in Kshs. (VAT Exclusive)	Total Cost in Ksh (VAT Exclusive)	16 % Vat	Total Cost in Ksh (VAT Inclusive)
1.					
2.					
3.					
4.					
5.					
6.					
	Grand Total amount of financial proposal (VAT Inclusive)				

Yours sincerely,

Name of Tenderer

Name and Capacity of authorized person signing the Tender

Signature of authorized person signing the Tender

Stamp of Tenderer

PART B -**BREAKDOWN OF REMUNERATION**

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

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

NOTES TO TENDERER ON PRICE SCHEDULES - PARTS A & B1. ***Input***

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

2. ***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 **Anonymous Whistle-Blowing 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 authorized person signing the Tender

Signature of authorized 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*
 - 6.1.4 *That the Tender is valid for the period required*
 - 6.1.5 *Submission and considering the Confidential Business Questionnaire: -*
 - a) *Is fully filled*
 - b) *That details correspond to the related information in the bid*
 - c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT*
 - 6.1.6 *Submission 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) *Academic certificates (from Undergraduate level and above)*
 - c) *Professional certificates*
 - d) *Independent valid evidence of active membership and registration with institutions from recognized jurisdiction.*
 - e) *Evidence of experience from similar assignments*
 - 6.1.7 *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.

The Consultant must meet the minimum qualifying criteria stipulated below. Consultants which do not meet the technical criteria will not be considered for financial evaluation.

1. Qualification and experience of the Lead Consultant:

- (i) Post-graduate Degree in Ethics/Corporate Governance/ Anti-Corruption/ Business or Social Studies.
- (ii) A Bachelor's Degree from a recognized Institution.
- (iii) Professional Ethics/ Integrity/ Anti-corruption/ Corporate Governance
- (iv) Experience in Ethics/ Anti-Corruption/ Corporate Governance consultancy services.

2. Qualification and experience of two other key staff of the firm

- I. Postgraduate degree in Corporate Governance/Ethics/integrity/Anti-Corruption
- II. Professional Certification in Corporate Governance/ Ethics/ Integrity/ Anti-Corruption
- III. At least 5 years' experience in Corporate Governance/Ethics/ Integrity/ anti-Corruption consultancy service.

3. Previous experience of the Consultancy Firm

Professional Consultancy for organizations with more than 2,000 employees.

4. Methodology and work-plan

Description of comprehensive methodology for the whole exercise and provision of deliverables and timelines.

6.2: TECHNICAL EVALUATION

EVALUATION CRITERIA TABLE

TECHNICAL EVALUATION EXPLANATORY NOTES				
Item	Description	Total Marks	Criteria	Marks apportioned
A	Specific experience of the Consultant and profile of the firm relevant to the assignment			
	1. Qualification and experience of the Lead Consultant	20	Postgraduate Degree in Corporate Governance/ Ethics & Integrity/ Anti-corruption	5
			Bachelors' Degree	2
			Professional Certification	5
			Experience in corporate governance/ Ethics & Integrity/ Whistleblowing Consultancy service	8
	2. Qualification and experience of two other Key staff.	30 (15 marks for each staff)	Postgraduate Degree in Corporate Governance/ Ethics & Integrity/ Anti-corruption	5
			Bachelors' Degree	2
			Relevant experience	3
Professional Ethics certification/ Corporate Governance/ Anti-corruption			5	
B	Previous experience of the Consultancy Firm.	10	Organization structure and set up.	5
			Professional consultancy for organizations with over 2000 employees.	5
C	Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference			
	1. Technical Approach and methodology	20	Relevant methodology provided in the proposal.	10
			Relevance of the technical approach and content of the methodology highlighting the Tip off anonymous reporting process.	10
2. Work Plan	10	Work Plan in place and in line with the methodology proposed.	10	
D.	Presentation	10	Presentation to Tender Evaluation Committee	10
E	Total Score	100		100

The minimum technical score required to pass is 70 points.

Bidders shall be required to provide documentary evidence for the above in form of certificates, letters of engagement and CVs. Written summaries of the same shall not be admissible.

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 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.
- c) Taking into account the cost of any deviation(s) from the tender requirements,
- d) 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.
- e) 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 reimbursable.

SECTION VII - AWARD AND CONTRACT DISCUSSIONS**1. Proposed Contract Discussions**

- 1.1 KPLC may conduct proposed contract discussions. 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.
- 1.2 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.
- 1.3 If the discussions are not fruitful, KPLC shall at its sole discretion terminate any further discussions with the Tenderer.

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 fourteen (14) 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: KP1/9A.2/OT/45/LEG/18-19

Name of Tender: Tender for PROVISION OF ANONYMOUS WHISTLE-BLOWING SERVICES

General Manager, Supply Chain.

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.

No.	GCC Reference Clause	Particulars of SCC
1	7.6.3 Performance Security	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.
2	7.11 Terms of Payment	“Payments will be based on deliverables and shall be made promptly by KPLC 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.
3.	Contract Prices	Prices charged by the Consultant for services performed under the contract shall be fixed for the period of the contract with no variations

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 **PROVISION OF ANONYMOUS WHISTLE-BLOWING 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 authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

NOTES ON TENDER FORM:

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

SECTION XI - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

The Tenderer is 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 BankersBranch... ..

*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
NationalityCountry 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 TENDERER 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 (Month/Year):	Date 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 authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

SECTION XIII – TENDERER’S COMMENTARIES

1. Response/ Commentaries on Terms of Reference

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized 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 authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

NOTES TO TENDERER 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.
2. The Reports and Documents Required
- 2.1 These will in the main include: -
 - a) Routine reports on the implementation Whistle Blowing Services.
- 2.2 Any Reports requested by KPLC shall be presented in both hard copies and 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 authorized person signing the Tender

Name and Capacity of duly authorized 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 authorized person signing the Tender

Name and Capacity of duly authorized 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. KP1/9A.2/OT/45/LEG/18-19 FOR PROVISION OF ANONYMOUS WHISTLE-BLOWING 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 fourteen (14) 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, 2015 *(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. KP1/9A.2/OT/45/LEG/18-19 FOR PROVISION OF ANNONYMOUS WHISTLE-BLOWING 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 sayunder Tender Number.....

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 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, 7th 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**

AG. GENERAL MANAGER, 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: -

Imelda Bore

Advocate,

C/o The Kenya Power & Lighting Company Limited,

7th 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..... and its Tender dated(*insert Consultant’s date of Tender taken from the Tender Form*) to provide (*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 theday of.....20....

EITHER

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

thisday)
)

BANK SEAL

of20....)
 in the presence of :-)
)
 _____)
)
 and in the presence of:-)
)
 _____)

OR

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

 Name(s) and Capacity(ies) of duly authorized representative(s)/ attorney(s) of the Bank

 Signature(s) of the duly authorized 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, the Tenderer 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.

PART B - SPECIFIC DETAILS OF SERVICE (SDS)

The Kenya Power & Lighting Company Limited intends to procure the whistle blowing services

END